



## **CITY COUNCIL AGENDA**

**October 15, 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 4**
- 6. ADMINISTRATION AGENDA p 5**
  - A. City Council Meeting Minutes – October 1, 2024
- 7. PRESENTATIONS / PROCLAMATIONS p 10**
  - A. First Responders Day
  - B. National American Indian Heritage Month Proclamation
  - C. National Veterans Day Proclamation
  - D. Employee Longevity Awards
- 8. PUBLIC FORUM (*Citizen input and requests*) p 10**
- 9. APPOINTMENTS p 10**
- 10. OLD BUSINESS p 14**
  - A. Valley Center Cemetery p 14
- 11. NEW BUSINESS p 117**
  - A. Approval of Professional Services Agreement with Garver for Rio Bella Subdivision p 17
  - B. Executive Session: Consultation with Attorney p 34
  - C. Resolution 767-24; Authorization for IntraFi account- Fidelity Bank p 35
  - D. Gold Star Award -Approval of End of Year Bonus and Additional Day Off p 81
  - E. Chamber of Commerce - Street Closure Request
- 12. CONSENT AGENDA p 83**
  - A. Appropriation Ordinance – October 15, 2024 p 84
  - B. Treasurer’s Report – September 2024 p 91
  - C. Check Reconciliation – September 2024. p 93
  - D. Revenue and Expense Report – September 2024 p 98
  - E. Economic Development Board Minutes – October 2, 2024 p 110
  - F. Planning and Zoning Board Minutes – September 24, 2024 p 113

- 13. STAFF REPORTS p 118**
- 14. GOVERNING BODY REPORTS p 119**
- 15. ADJOURN**

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

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

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

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

**CALL TO ORDER**

**ROLL CALL**

**INVOCATION – MINISTERIAL ALLIANCE**

**PLEDGE OF ALLEGIANCE**

## **APPROVAL OF AGENDA**

### **RECOMMENDED ACTION:**

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



## **ADMINISTRATION AGENDA**

### **A. MINUTES:**

Attached are the Minutes from October 1, 2024, regular City Council Meeting as prepared by the City Clerk.

REGULAR COUNCIL MEETING  
October 1, 2024  
CITY HALL  
121 S. MERIDIAN

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

Members Absent: Ronald Colbert

Staff Present: Lloyd Newman, Public Safety Director  
Neal Owings, Parks and Public Building Director  
Rodney Eggleston, Public Works Director  
Kyle Fiedler, Community Development Director  
Gage Scheer, City Engineer  
Clint Miller, Finance Director  
Barry Arbuckle, City Attorney  
Kristi Carrithers, City Clerk/HR Director  
Brent Clark, City Administrator

Press present: Ark Valley News

**APPROVAL OF AGENDA**

Kerstetter made a motion to approve the agenda as presented. Evans seconded the motion. Vote: Aye Unanimous Motion carried.

**ADMINISTRATION AGENDA –**

**SEPTEMBER 17, 2024, CITY COUNCIL MINUTES-**

Stamm moved to approve the minutes of the September 17, 2024, City Council meeting as presented, seconded by Evans. Vote Aye: Unanimous Motion Carried.

**PRESENTATIONS/PROCLAMATIONS – None**

**PUBLIC FORUM –**

The Valley Center Lions Club announced that the 2024 Car Show had a record 179 cars registered. The members thanked the city staff for all their help, especially the public safety department. New event to the car show was a kid's zone, that was well received. A plaque of appreciation was presented to Mayor Truman.

**APPOINTMENTS – None**

**OLD BUSINESS – None**

**NEW BUSINESS-**

**A. DAR – WREATHS ACROSS AMERICA:**

Pam Brillhart, with Service to Veterans Wreaths Across America Chair requested a donation of \$350.00 to purchase Remembrance Wreaths to be placed on graves on each of the 46 veterans buried in the Valley Center Cemetery. Ceremony will be held on December 14th.

Wilson made motion to approve donation to the DAR for the Wreaths across America program in the amount of \$350.00. Motion seconded by Anderson. Vote Aye: unanimous. Motion carried

**B. RESOLUTION 765-24: AUTHORIZATION FOR INTRA FI ACCOUNT – EMPRISE BANK:**

Finance Director Miller presented information regarding IntraFi investment options. He explained the City's investment policy. He has consulted with the League of Kansas Municipalities to ensure compliance with State Statute. With the current inverted yield curves investing is less predictable in the short term. This option will allow excess funds to earn much higher rates. All funds will remain under the FDIC insured limit. Councilmember Wilson commented that he is very familiar with this product, and it has been a huge asset, especially now with the inverted curve. Council further discussed risk of losing funds, even with the FDIC insurance coverage. Halstead Bank opting out of Intra Fi. Administrator Clark explained that a diversification of revenue streams is needed as expenses do not decrease. It was also recommended that City Council President Anderson be included as an authorized signer. City Arbuckle noted that those Councilmembers that have conflict of interest with the banks could abstain from the vote.

Bass moved to adopt Resolution 765-24, expanding the investment option for the City of Valley Center with an IntraFi account with Emprise Bank. Motion seconded by Gregory. Vote Aye: Bass, Anderson, Gregory, Kerstetter and Stamm. Abstain Wilson and Evans. Motion carried.

Bass moved to approve Clint Miller, Desirae Womack, Mayor James Truman and Council President Ben Anderson as authorized signers on Emprise Bank -City of Valley Center IntraFi account. Vote Aye: Bass, Anderson, Gregory, Kerstetter and Stamm. Abstain Wilson and Evans. Motion carried.

**C. RESOLUTION 766-24; AUTHORIZATION FOR INTRA FI ACCOUNT – INTRUST BANK:**

Miller requested Council approval of Resolution 766-24 giving authority to open IntraFi account with Intrust Bank.

Stamm moved to adopt Resolution 766-24, expanding the investment option for the City of Valley Center with an IntraFi account with Intrust Bank. Motion seconded by Kerstetter. Vote Aye: Unanimous. Motion carried.

Stamm moved to approve Clint Miller, Desirae Womack, Mayor James Truman and Council President Ben Anderson as authorized signers on Intrust Bank -City of Valley Center IntraFi account. Motion seconded by Wilson. Vote Aye: Unanimous. Motion carried.

**D. RESOLUTION 768-24; REGION G HAZARD MITIGATION PLAN:**

Community Development Director Fiedler presented Resolution 768-24. This Resolution adopts the 2024 Kansas Homeland Security Region G Hazard Mitigation Plan. This mitigation plan expands the plan actions and ensures that more funding is available if a disaster happens.

Evans moved to approve Resolution 768-24, adopting the Kansas Homeland Security Region G Hazard Mitigation Plan. Seconded by Anderson. Vote Yea: unanimous. Motion carried.

**CONSENT AGENDA****A. APPROPRIATION ORDINANCE – OCTOBER 1, 2024****B. DELINQUENT ACCOUNT REPORT –JULY 2024**

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

**STAFF REPORTS****COMMUNITY DEVELOPMENT DIRECTOR FIEDLER**

Announced that this Thursday, October 3<sup>rd</sup>, will be the final farmers market for the season. It will be held from 4:00-7:00pm. There will be a Comprehensive Plan Steering Committee meeting on October 3<sup>rd</sup>, beginning at 6:00pm.

**PARKS AND PUBLIC BUILDINGS DIRECTOR OWINGS**

The McLaughlin Park restrooms are closed currently due to vandalism. He hopes they can get them reopened soon. Roger Stewart and Owings have been in contact with all homeowners, except three, on North Meridian regarding the 83 replacement trees. The welcome sign at Ford and Broadway is ready for the electrical contractor to install lights. Owings also stated that the DAR plans to donate a bench to be placed in Veterans Park to honor Pam Porter who gave so much time to the organization.

CITY ENGINEER SCHEER

East side is finished on South Meridian. Work on the center lanes is delayed as the milling equipment is being repaired but should be working by Thursday.

CITY CLERK/HR DIRECTOR CARRITHERS

Reminded attendees going to the League of Kansas Municipalities conference October 10-12<sup>th</sup>. All voting delegates should plan on attending the annual meeting on Saturday.

CITY ADMINISTRATOR CLARK

Announced that thanks to all who donated blood on Monday, 240 lives were impacted. Valley Center had 6 first time donors. We also won the Park City/Valley Center Challenge with Valley Center having 49 donors to Park City's 31 donors.

**GOVERNING BODY REPORTS-**

MAYOR TRUMAN

Thanked everyone who donated blood. Also thanked the Lions Club for a great car show. He had fun talking to 82 2<sup>nd</sup> grade students about local city government.

COUNCILMEMBER EVANS

Thanked Director Miller for his diligent work.

COUNCILMEMBER STAMM

Also thanked Miller for working and obtaining investment options. He also wanted to recognize Park City Mayor John Lehnher, as he has recently been named Mayor of the Year. Good to see "local" people recognized.

Stamm moved to adjourn, second by Kerstetter. Vote Aye: Unanimous.

**ADJOURN -**

**The meeting adjourned at 7:58 PM.**

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**Kristi Carrithers, City Clerk/HR Director**

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

**A. MINUTES:**

**RECOMMENDED ACTION:**

**Staff recommends motion to approve the minutes of the October 1, 2024, Regular Council Meeting as presented/ amended.**

## **PRESENTATIONS / PROCLAMATIONS**

- A. First Responder Day Proclamation
- B. National American Indian Heritage Month Proclamation
- C. Military Appreciation Month Proclamation
- D. Longevity Employee Awards
  - Kris Coffman – 20 Years
  - Josh Tormey – 15 Years
  - Amanda Park – 15 Years
  - Jason Easley – 15 Years

## **PUBLIC FORUM**

## **APPOINTMENTS**

## **Proclamation for First Responders' Day**

**October 28, 2024**

**WHEREAS**, first responders include nurses, paramedics, emergency medical services personnel, firefighters, police officers, 911 dispatchers, search and rescue teams, and members of other organizations in the public safety sector; and,

**WHEREAS**, first responders risk their lives and selflessly run into danger to protect our state's citizens, serving as the first defense against emergencies that threaten our communities; and,

**WHEREAS**, first responders are highly trained and undergo extensive education, training, and personal sacrifice to develop the expertise required to respond to emergency situations; and,

**WHEREAS**, on this day, we should honor Valley Center's brave, selfless, and compassionate heroes who touch countless lives every day and pay tribute to those who paid the ultimate price in the line of duty;

**NOW, THEREFORE**, I, James E. Truman, Mayor of the City of Valley Center, do hereby proclaim October 28, 2024, as First Responders Day and encourage all citizens to recognize our public safety staff.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the great seal of the City of Valley Center to be affixed this 15th day of October, in the year 2024.

SEAL

Signed \_\_\_\_\_  
James E. Truman, Mayor

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

**Office of the Mayor  
Valley Center, Kansas  
Proclamation**

**WHEREAS** *the history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and*

**WHEREAS** *the contributions of American Indians have enhanced the freedom, prosperity, and greatness of American today, and*

**WHEREAS** *their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States.*

**WHEREAS** *Native American awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November, as National American Indian Heritage Month; and*

**WHEREAS,** *in honor of National American Indian Heritage Month, community celebrations as well as numerous cultural, artistic, educations and historical activities have been planned.*

**NOW, THEREFORE,** *I, James E. Truman, Mayor of the City of Valley Center, KS hereby proclaim the month of November 2024 as*

**NATIONAL AMERICAN INDIAN HERITAGE MONTH**

*and urge all citizens to observe this month with appropriate programs ceremonies and activities.*

*(Seal of the City)*

**IN WITNESS WHEREOF,** *I have hereunto Set my hand and caused the Seal of the City of Valley Center to be affixed this 15th day of October 2024*

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*James E. Truman, Mayor*



## **Office of the Mayor Valley Center, Kansas Proclamation**

**WHEREAS** the freedom and security that citizens of the United States enjoy today are direct results of the bloodshed and continued vigilance given by the United States Armed Forces over the history of our, great nation; and

**WHEREAS** the sacrifices that such members of the United States Armed Forces and of the family members that support them, have preserved the liberties that have enriched this nation making it unique in the world community; and

**WHEREAS**, we are celebrating November 11, 2024, Veteran's Day we are calling on all Americans to remember those who gave their lives in defense of freedom and to honor the men and women of all our Armed Services who have served and are now serving our Country, together with their families; and

**WHEREAS**, we celebrate Victory in Europe (VE) Day, Military Spouse Day, Loyalty Day, Armed Forces Day/Week, National Day of Prayer, Memorial Day, Navy Day, Army Day, and Flag Day; Therefore, I call upon all citizens to display the Flag of the United States and to participate in actives in the community. I therefore, call upon all Americans, including civic and fraternal organizations, place of worship, school, to support this day with commemorative expressions and programs.

**NOW, THEREFORE**, I, James E. Truman, Mayor of the City of Valley Center, Kansas do hereby proclaim the month of November 2024 as a special time to show appreciation for our Military and proclaim it as

### **MILITARY APPRECIATION MONTH**

in the City of Valley Center, Kansas and encourage all citizens to join me in showing our gratitude by the appropriate display of flags and ribbons during the designated period.

*(Seal of the City)*

**IN WHITNESS WHEREOF**, I have hereunto Set my hand and caused the Seal of the City of Valley Center to be affixed this 15th day of October 2024

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James E. Truman, Mayor

## **OLD BUSINESS**

### **A. VALLEY CENTER CEMETERY:**

City Council will have opportunity to discuss operation of the Valley Center Cemetery and the request for reimbursement of non-resident transfer fee to Steven Hipps. Opinion from City Attorney Arbuckle is attached.

- City Attorney Arbuckle Opinion Memo

October 8, 2024

TO: Valley Center City Council and Administrator  
FROM: Barry Arbuckle, City Attorney  
RE: Hipps Cemetery Lot Dispute

After a review of the two ordinances passed in 2003 and 2022 and the two resolutions setting burial lot price, I conclude that Mr. Hipps was properly charged the “non-resident” cost for the burial interment of his father and would recommend his request for an \$800 reimbursement be denied by the City Council.

Barry Arbuckle, City Attorney

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

**A. VALLEY CENTER CEMETERY:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommends motion to deny the request for reimbursement to Steven Hipps in the amount of \$800.00.**

**NEW BUSINESS**

**A. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH GARVER LLC FOR RIO BELLA SUBDIVISION:**

Eric Glover, Garver LLC, will present for approval a professional services agreement for the roadway and drainage portion of the Rio Bella Subdivision.

- Agreement with Garver LLC



**THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement")** is made as of the Effective Date by and between the City of Valley Center (hereinafter referred to as "**Owner**"), and **Garver, LLC** (hereinafter referred to as "**Garver**"). Owner and Garver may individually be referred to herein after as a "Party" and/or "Parties" respectively.

## **RECITALS**

**WHEREAS**, Owner intends to Construct asphalt mat paving with ditches and grade lots to drain at Rio Bella Addition to Valley Center, Sedgwick County, Kansas (the "**Project**").

**WHEREAS**, Garver will provide professional Services related to the Project as further described herein.

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

### **1. DEFINITIONS**

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

**"Effective Date"** means the date last set forth in the signature lines below.

**"Damages"** means any and all damages, liabilities, or costs (including reasonable attorneys' fees recoverable under applicable law).

**"Hazardous Materials"** means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

**"Personnel"** means affiliates, directors, officers, partners, members, employees, and agents.

### **2. SCOPE OF SERVICES**

2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto ("**Services**"). Execution of this Agreement by Owner constitutes Owner's written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.



### 3. PAYMENT

- 3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.
- 3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.
- 3.3. Payment.
- 3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.
- 3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.
- 3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

### 4. AMENDMENTS

- 4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment, in the form set forth in Exhibit D, to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

### 5. OWNER'S RESPONSIBILITIES

- 5.1. In connection with the Project, Owner's responsibilities shall include the following:
- 5.1.1. Those responsibilities set forth in Exhibit A.
- 5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this



Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

## **6. GENERAL REQUIREMENTS**

### **6.1. Standards of Performance.**

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information. Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform





its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

## 6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein. Notwithstanding anything in this Agreement to the contrary, Garver shall have no obligation to deliver the Deliverables to Owner until payment has been received for the same.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.



### 6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

### 6.5. Design without Construction Phase Services.

6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.

6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.

6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater



confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.

## 7. INSURANCE

### 7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

## 8. DOCUMENTS

8.1. Audit. Garver shall maintain all required records for the later of three (3) years after completion of the Services or Owner makes final payment and all other pending matters are closed. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A.

## 9. INDEMNIFICATION / WAIVERS

### 9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. Owner Indemnity. Subject to the limitations of liability set forth in Section 9.2, Owner agrees to indemnify and hold Garver and Garver's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.



9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3. Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Garver, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to one hundred percent (100%) of Garver's fee set forth in Exhibit B.

9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

## 10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.



- 10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.
- 10.1.3. The site of the arbitration shall be Valley Center, Kansas. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.
- 10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.
- 10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.
- 10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.
- 10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.
- 10.1.8. Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the Project.
- 10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.



## 11. TERMINATION

- 11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, (ii) all costs reasonably incurred to bring such Services to an orderly cessation.
- 11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.
- 11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

## 12. MISCELLANEOUS

- 12.1. Governing Law. This Agreement is governed by the laws of the State of Kansas, without regard to its choice of law provisions.
- 12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.
- 12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.
- 12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall



be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

### 13. EXHIBITS

13.1. The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A – Scope of Services
- Exhibit B – Compensation Schedule
- Exhibit C – Insurance
- Exhibit D – Form of Amendment

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit.

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

*[Signatures follow]*





**IN WITNESS WHEREOF**, Owner and Garver have executed this Agreement effective as of the date last written below.

**City of Valley Center**

**Garver, LLC**

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

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

Name: Jason Langhammer, PE  
*Printed Name*

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

Title: Vice President

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

Date: 8-29-2024

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

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





**EXHIBIT A  
(SCOPE OF SERVICES)**

- 1.1 Garver shall provide the following Services:
  - 1.1.1 Provide design documents for construction of paving and incidental drainage for Rio Bella Addition to the specifications required by the City of Valley Center.
  - 1.1.2 The quantity and limits of the above scope items are spelled out in the petition documents for improvements to serve Rio Bella Addition, Valley Center, Kansas.
- 1.2 In addition to those obligations set forth in the Agreement, Owner shall:
  - 1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
  - 1.2.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
  - 1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 2.1.
  - 1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
  - 1.2.5 Pay all plan review and advertising costs in connection with the project.
  - 1.2.6 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
  - 1.2.7 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project unless otherwise specified.



**EXHIBIT B  
(COMPENSATION SCHEDULE)**

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Paving and Incidental Drainage Project	\$64,000	LUMP SUM
TOTAL FEE	\$64,000	

Any unused portion of the fee, due to delays beyond Garver's control, will be increased six percent (6%) annually with the first increase effective on or about August 1<sup>st</sup>, 2025.



**EXHIBIT C  
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000
Excess of Umbrella Liability	
Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000



**EXHIBIT D  
(FORM OF AMENDMENT)**

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

**City of Valley Center  
Project No. 2400100**

**AMENDMENT NO. [?]**

This Amendment No. [?], effective on the date last written below, shall amend the original contract between the [Client Name] (“Owner”) and Garver, LLC (“Garver”), dated [Insert date] (the “Agreement”).

This Amendment No. [?] adds/modifies the Services for the:

**[Describe improvements and location]**

The Agreement is hereby modified as follows:

**SECTION [?] – [Insert section heading]**

Section [?] of the Agreement is hereby amended as follows:

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, Owner and Garver have executed this Amendment effective as of the date last written below.

**[Insert Signature Block with the Appropriate Parties]**

**NEW BUSINESS**

**RECOMMENDED ACTION**

**A. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH  
GARVER LLC FOR RIO BELLA SUBDIVISION:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion to approve agreement with Garver LLC, for professional services for the Rio Bella Subdivision not to exceed \$64,000.00 and authorize Mayor or City Administrator to sign.**

**NEW BUSINESS**

**B. EXECUTIVE SESSION: CONSULTATION PRIVILEGED IN  
ATTORNEY-CLIENT RELATIONSHIP:**

**Staff recommends motion for Council to recess into executive session for consultation with attorney which would be deemed privileged pursuant, K.S.A. 75-4319(b)(1). Session to include Governing Body, Mayor, City Administrator, City Attorney and T. Chet Compton, Attorney. The open meeting will resume in the City Council Chamber in fifteen minutes.**

**NEW BUSINESS**

**C. RESOLUTION 767-24; AUTHORIZATION FOR INTRA-FI  
ACCOUNT – FIDELITY BANK:**

Finance Director Miller will present resolution to open IntraFI account with Fidelity Bank. Council approved IntraFi account options with Emprise and Intrust Banks at the October 1, 2024, meeting. Following approval of Resolution, a second motion to name the authorized signers is needed.

➤ Resolution 767-24

## **RESOLUTION 767-24**

### **A RESOLUTION AUTHORIZING THE EXPANSION OF INVESTMENT OPTIONS OFFERED THROUGH FIDELITY BANK FOR THE CITY OF VALLEY CENTER, KANSAS.**

**BE IS RESOLVED BY THE GOVERNING BODY OF THE CITY OF VALLEY CENTER, KANSAS THAT:**

**WHEREAS:** City desires to have a new investment option for their bank account fund interest and/or interest on excess Bond funds.

**WHEREAS:** Fidelity Bank will open a new bank account for the City for the purpose of having funds transferred to it for investment purposes.

**WHEREAS:** Fidelity will provide an investment product option to the City called IntraFI.

**WHEREAS:** The City Council of the City of Valley Center authorizes the agreement between the City and Fidelity Bank for IntraFI accounts.

**WHEREAS:** All funds are daily liquid. All funds placed in IntraFI can be sold and returned to the City on any given business day.

**WHEREAS:** Interest shall be calculated using an Actual/Actual day count convention and credited monthly with final payment of maturity.

**WHEREAS:** This Agreement shall be open ended. Either party may terminate the agreement with written notice to the other party.

**WHEREAS:** Authority is granted to Finance Director, City Treasurer, Council President and Valley Center Mayor to act on behalf of the City. These signers shall have authority to perform the following activities.

**Section 1.** Account Opening and Maintenance; Fidelity Bank hereby offers City. a revocable, nonexclusive IntraFi investment option. A new IntraFi account will be opened on behalf of City.

**Section 2.** Make Deposits; A new IntraFi account will be opened on behalf of City that allows for transfers to/from the City's main bank account.

**Section 3.** Make Withdrawals; Make withdrawals from the account in any manner permitted by the account.

**Section 4.** Transfer Funders; The City authorizes the Bank to use funds transferred into this account to be invested in banks across America up to a \$250,000 limit per bank account. All deposited funds per bank up to \$250,000 are fully FDIC guaranteed by the US government.

**Section 5.** Approve, Endorse, Guarantee and Identify Payees; Approve, endorse, guarantee, and identify the endorsement of any payee or endorse on any negotiable instrument, check, draft, or order for the payment of money

**Section 6.** Delegate Authority; Delegate to others the authority to approve, endorse, guarantee, and identify the endorsement of any payee or endorse on any negotiable instrument, check, draft, or order



for the payment of money and to guarantee the payment of any such negotiable instrument, check, draft or order for the payment of money.

**ADOPTED** this 15th day of October 2024 and **signed** by the Mayor.

---

Mayor

Attested

---

City Clerk

**ACCOUNT INFORMATION**  
**MONEY MARKET ACCOUNT**

**ACCOUNT TITLE AND ADDRESS**

CITY OF VALLEY CENTER  
 121 S MERIDIAN AVE  
 VALLEY CENTER, KS 67147

ACCOUNT OPEN DATE	ACCOUNT NUMBER	OWNERSHIP TYPE	PRODUCT NAME	INITIAL DEPOSIT
September 23, 2024	[REDACTED]	Governmental Entity	PUBLIC FUNDS MONEY MARKET	\$0.00

**GOVERNMENTAL ENTITY INFORMATION**

Name: CITY OF VALLEY CENTER  
 Address: 121 S MERIDIAN AVE  
 VALLEY CENTER, KS 67147  
 Contact Name: CLINT MILLER  
 Contact Title: FINANCE DIRECTOR  
 Contact Phone: (316)755-7310 Ext.: 107

Nature of Entity: GOVERNMENT ENTITY  
 NAICS/ISIC Code: 921120  
 Resolution Date: October 3, 2024

**Customer does not engage in Internet Gambling.**

**DEFINITIONS.** "You," "your," and "account owner" refer to the Customer, whether or not there are one or more Customers named on the account, and the terms "we," "us," and "our" refer to the Bank, FIDELITY BANK.

**ADDITIONAL TERMS. FDIC INSURANCE DISCLOSURE FOR DEPOSIT ACCOUNTS ONLY. FDIC INSURANCE DOES NOT APPLY TO SAFE DEPOSIT BOXES.**

Please read this disclosure carefully to understand how your FDIC account insurance may be limited with Fidelity Bank, N.A. and Oklahoma Fidelity Bank, a division of Fidelity Bank, N.A.

Deposits are federally insured by the FDIC per insured institution. Fidelity Bank, N.A. and Oklahoma Fidelity Bank, a division of Fidelity Bank, N.A. headquartered in Wichita, Kansas are not separate insured financial institutions. Therefore, the account you are about to open will be combined with any account you may have with Fidelity Bank, N.A. or Oklahoma Fidelity Bank, a division of Fidelity Bank, N.A. when calculating the amount of FDIC Insurance coverage.

Deposits are federally insured up to \$250,000 per ownership category by the FDIC per insured institution.

For example, if you already have an individual account at Fidelity Bank, N.A. containing \$200,000 and you open another individual account at Oklahoma Fidelity Bank, a division of Fidelity Bank, N.A. for \$60,000, you will have \$10,000 that is uninsured by the FDIC. Please visit the FDIC's website ([www.fdic.gov](http://www.fdic.gov)) for more information related to how much FDIC insurance you and/or members of your family can obtain at any one FDIC insured institution.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**ACKNOWLEDGMENT.** By signing this document, you acknowledge that you have opened the type of account designated above. The undersigned certify that all information provided to the Bank is true and accurate. As the account is in the name of a business entity, you acknowledge that you are acting on behalf of the business entity, and with respect to which you have legal authority to transact business. All signers authorize this Bank to make inquiries from any consumer reporting agency, including a check protection service, in connection with this account.

Your signature acknowledges the receipt of the appropriate Account Agreement for the type of account designated above and that you agree to be bound by the Account Agreement. You acknowledge that you have received the following document(s):

- Fee Schedule
- Privacy Policy (if a copy was not previously provided to you)



**One Signer Required for Withdrawals**

CITY OF VALLEY CENTER

By: BEN ANDERSON  
Its: COUNCIL PRESIDENT

Date

By: JAMES JET TRUMAN  
Its: MAYOR

Date

By: CLINT MILLER  
Its: FINANCE DIRECTOR

Date

By: DESIRAE WOMACK  
Its: TREASURER

Date



**Signer:** BEN ANDERSON  
**Address:** 121 S MERIDIAN AVE  
 VALLEY CENTER, KS 67147  
**Title/Capacity:** COUNCIL PRESIDENT

**Tax ID Number:** [REDACTED]  
**Date of Birth:** \_\_\_\_\_  
**Not Assigned:** 0

**Signer:** CLINT MILLER  
**Address:** 121 S MERIDIAN AVE  
 VALLEY CENTER, KS 67147  
**Title/Capacity:** FINANCE DIRECTOR

**Tax ID Number:** [REDACTED]  
**Date of Birth:** \_\_\_\_\_  
**Business:** (316)755-7310 Ext.: 107

**Signer:** JAMES JET TRUMAN  
**Address:** 121 S MERIDIAN AVE  
 VALLEY CENTER, KS 67147  
**Title/Capacity:** MAYOR

**Tax ID Number:** [REDACTED]  
**Date of Birth:** \_\_\_\_\_  
**Not Assigned:** 0

**Signer:** DESIRAE WOMACK  
**Address:** 121 S MERIDIAN AVE  
 VALLEY CENTER, KS 67147  
**Title/Capacity:** TREASURER

**Tax ID Number:** [REDACTED]  
**Date of Birth:** \_\_\_\_\_  
**Not Assigned:** 0

#### TAXPAYER IDENTIFICATION NUMBER (T.I.N.) CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined in the instructions for the IRS Form W-9), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item **2** does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

**The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

**Signature of U.S. person:**

Exemptions (see IRS Form W-9 instructions):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

CLINT MILLER

Date



# E-SIGNATURES AUTHORIZATION ACKNOWLEDGMENT AND CONSENT



DATE	ACCOUNT NUMBER	
October 3, 2024	PUBLIC FUNDS MONEY MARKET - [REDACTED]	

This E-Signatures Authorization Acknowledgment And Consent will also be referred to in this document as the "Agreement" and constitutes the full agreement by and between FIDELITY BANK ("Financial Institution") and BEN ANDERSON, CLINT MILLER, JAMES JET TRUMAN, and DESIRAE WOMACK (each a "Consenting Party"), with respect to the use of electronic signature. The Financial Institution will utilize either an electronic signature device or eOriginal SmartSign to create electronic signatures. The Financial Institution reserves the right to change or expand these devices or services at any time.

Financial Institution and Consenting Party agree to the following:

1. Each Consenting Party authorizes Financial Institution to use an electronic signature of the Consenting Party for all documents, agreements, attachments, addendums including, without limitation, all deposit and lending related documents such as account agreements, loan agreements, security agreements, mortgages, deeds of trust, guaranties and hypothecations (collectively, the "Documents") in any way connected to the transaction ("Transaction") being entered into between the Consenting Party and the Financial Institution. This consent is specifically to permit an electronic signature (as of the nature then in use by the Financial Institution) in lieu of hand-written signatures on any one or more of the Documents.
2. Financial Institution consents to accept such signatures as true, correct and binding signatures of the Consenting Party and to enter into the Transaction in reliance thereon.
3. Each Consenting Party agrees that its electronic signature will be enforceable as and to the full extent of a hand-written signature as an original for enforcement/enforceability of the Documents containing the electronic signature(s), whether in court (state or federal), arbitration or otherwise. Consenting Party will not raise any defenses or invoke regulatory or statutory claim attempting to invalidate the enforceability of the Documents to which the electronic signature is affixed.

**NOTICES.** Any notice from Financial Institution to Consenting Party shall be deemed given when mailed, postage paid, and addressed to any Consenting Party at the last address furnished by any Consenting Party to the Financial Institution. Any notice from Consenting Party to Financial Institution shall be deemed given when mailed, postage paid, and addressed to the Financial Institution at its principal place of business.

**ENTIRE AGREEMENT.** This Agreement contains and constitutes the entire understanding between Financial Institution and each Consenting Party regarding the subject matter hereof and may not be modified, amended, or terminated except by written agreement signed by Financial Institution and each Consenting Party that such modification, amendment or termination affects. All prior or subsequent oral agreements and/or discussions relating to this Agreement are superseded by this Agreement. Further, in the event of any conflict between the terms and provisions contained in this Agreement and any other document(s) relating to use of electronic signatures, the terms and provisions of this Agreement shall control.

**BINDING EFFECT.** The obligations hereof shall bind the heirs, executors, administrators, successors, and assigns of each Consenting Party, and all rights, benefits and privileges hereby conferred on Financial Institution shall be and hereby are extended to and conferred upon and may be enforced by its successors and assigns. Further, if any Consenting Party is a partnership, the obligations hereof shall continue in force, and apply, notwithstanding any change in the membership of such partnership, whether arising from the death or retirement of one or more partners or the accession of one or more new partners.

**ENFORCEABILITY.** Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**HEADINGS.** Section headings/titles are for convenience only and are not to be used in construing or interpreting this Agreement.

**GOVERNING LAW.** This Agreement shall be governed by the laws of the state of Kansas except to the extent that federal law is controlling.

**By signing this Agreement, Financial Institution and each Consenting Party acknowledge reading, understanding and agreeing to all of its provisions.**

## CONSENTING PARTIES:

[Signature Line]

BEN ANDERSON  
COUNCIL PRESIDENT

Date

[Signature Line]

CLINT MILLER  
FINANCE DIRECTOR

Date



JAMES JET TRUMAN  
MAYOR

Date

DESIRAE WOMACK  
TREASURER

Date



**RESOLUTION  
GOVERNMENTAL ENTITY**



**GOVERNMENTAL ENTITY NAME AND ADDRESS**

CITY OF VALLEY CENTER  
121 S MERIDIAN AVE  
VALLEY CENTER, KS 67147

**This Resolution supersedes all previous Resolutions, effective October 3, 2024.**

DATE OF RESOLUTION	ACCOUNT NUMBER	Tax Identification Number
October 3, 2024		

By signing below, I certify to FIDELITY BANK ("Financial Institution") that: I am the Certifier of the above named Governmental Entity ("Entity"), validly chartered and operating under the laws of the State of Kansas; the following is a true and complete copy of the Resolution, properly adopted at a duly called open legal meeting of the officers of the Entity held on October 3, 2024 in accordance with the charter of the Entity, if any; this Resolution is contained in the minutes of that meeting and that such Resolution is still in force and effect and has not been amended or rescinded, and was and still is in accordance with the charter of the Entity, if any; the Financial Institution has been provided a true and complete copy of the charter of the Entity, if any, as in effect as of the date of this Resolution; provided below are the correct names, titles, and genuine signatures of the persons authorized to exercise the powers provided in the Resolution ("Authorized Signers"); and the Financial Institution may rely upon my certification as to my authority to execute this Resolution and to make the representations in this Resolution.

**IT IS RESOLVED:**

**The Authorized Signers shall possess the powers indicated as contained in this Resolution.**

**DEPOSITORY ACCOUNT.** Perform the following activities in regards to the depository account(s) indicated above in the name of the Entity, subject to any terms and conditions governing the account(s), including:

- **Account Opening and Maintenance.** Open and maintain the Entity account(s).  
Number of signers required: 01
- **Make Deposits.** Make deposits to the Entity account(s).  
Number of signers required: 01
- **Endorsements.** Endorse for negotiation, negotiate, and receive the proceeds of any negotiable instrument, check, draft, or order for the payment of money payable to or belonging to the Entity, by writing, stamp, or other means permitted by this Resolution without the designation of the person endorsing.  
Number of signers required: 01
- **Make withdrawals.** Make withdrawals from the Entity account(s) in any manner permitted by the account(s) regardless whether such action will create or increase an overdraft of the involved account.  
Number of signers required: 01
- **Transfer Funds.** Transfer funds from the Entity account(s) in Financial Institution to any account whether or not held at this Financial Institution and whether or not held by this Entity and execute any agreements related to such transfers.  
Number of signers required: 01
- **Approve, Endorse, Guarantee and Identify Payees.** Approve, endorse, guarantee, and identify the endorsement of any payee or any endorser of any negotiable instrument, check, draft, or order for the payment of money whether drawn by the Entity or anyone else and guarantee the payment of any negotiable instrument, check, draft, or order for the payment of money.  
Number of signers required: 01
- **Delegate Authority.** Delegate to others the authority to approve, endorse, guarantee, and identify the endorsement of any payee or endorser on any negotiable instrument, check, draft, or order for the payment of money and to guarantee the payment of any such negotiable instrument, check, draft, or order for the payment of money.  
Number of signers required: 01

**IT IS FURTHER RESOLVED THAT:**

**DESIGNATED DEPOSITORY.** Financial Institution is designated as a depository for the funds of the Entity and to provide other financial accommodations indicated in this Resolution.

**AUTHORIZED SIGNER'S POWERS.** Authorized Signers are authorized to make any and all other contracts, agreements, stipulations, and orders which the Authorized Signers may deem advisable for the effective exercise of their powers.



**SIGNATURES.** The Financial Institution shall be indemnified and held harmless by the Entity for any claims, expenses, damages, or attorney fees resulting from the honoring of any signature, authorized by this Resolution, or refusing to honor any signature not so authorized, regardless of whether or not such signature was genuine, if such signature reasonably resembles the specimen provided to the Financial Institution. The Financial Institution shall also be permitted to rely upon non-signature security and verification codes which it provides to or receives from an Authorized Signer and shall be indemnified and held harmless by the Entity for any claims, expenses, damages, or attorney fees resulting from their use.

**IMPROPER ENDORSEMENT.** Any negotiable instrument, check, draft, or order for the payment of moneys not clearly endorsed by an Authorized Signer may be returned to the Entity by the Financial Institution. The Financial Institution, in its sole discretion, alternatively may endorse on behalf of the Entity any negotiable instrument, check, draft, or order for the payment of money not clearly endorsed in order to facilitate collection. Financial Institution shall have no liability for any delay in the presentment or return of any negotiable instrument, check, draft, or order for the payment of money which is not properly endorsed.

**DISPOSITION OF FUNDS.** When withdrawal or transfer powers are granted to an Authorized Signer, the Financial Institution is directed and authorized to act upon and honor withdrawal or transfer instructions issued and to honor, pay, transfer from, and charge to any depository account(s) of the Entity, all negotiable instruments, checks, drafts, or orders for the payment of money so drawn when signed consistent with the Resolution without inquiring as to the disposition of the proceeds or the circumstances surrounding the issuance of the negotiable instrument, check, or order for the payment of money involved, whether such negotiable instruments, checks, drafts, or orders for the payment of money are payable to the order of, or endorsed or negotiated by any Authorized Signer signing them or any Authorized Signer in their individual capacities or not, and whether they are deposited to the individual credit of or tendered in payment of the individual obligation or account of any Authorized Signer signing them or of any other Authorized Signer.

**PRIOR ENDORSEMENTS.** All negotiable instruments, checks, drafts, or orders for the payment of money deposited with prior endorsements are guaranteed by the Entity.

**PRE-RESOLUTION TRANSACTIONS.** All actions by Authorized Signers in accordance with this Resolution but before the adoption of this Resolution are approved, ratified, adopted, and confirmed by the Entity.

**WARRANTY.** That the Financial Institution may rely upon the certification as to the Entity authority to execute this Resolution and make the representations in this Resolution.

**NOTIFICATION OF CHANGES.** The Entity shall notify Financial Institution in writing at its address shown above in advance of any changes which would affect the validity of any matter certified in this Resolution.

**REVOCATION AND MODIFICATION.** An act ("Act") to modify, terminate, amend or replace this Resolution will not immediately affect the ability of the Financial Institution to rely upon this Resolution. The Act shall not affect any action by the Financial Institution in reliance on this Resolution before the date the Act becomes effective as set forth in the next sentence. An Act will not become effective until all of the following occur: (a) Financial Institution receives written notification of the Act in a form and substance satisfactory to the Financial Institution and (b) the Financial Institution has had a reasonable period of time to act upon such notification. Until the Act is effective, this Resolution shall remain in full force and bind the Entity, its legal representatives, heirs, successors and assigns.





**DESIGNATION OF AUTHORIZED SIGNERS**

NAME/TITLE	SIGNATURE	AUTHORITY CODE/LIMITATIONS
BEN ANDERSON COUNCIL PRESIDENT		Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority
CLINT MILLER FINANCE DIRECTOR		Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority
JAMES JET TRUMAN MAYOR		Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority
DESIRAE WOMACK TREASURER		Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority

By signing this Resolution, I acknowledge reading, understanding, and agreeing to all of its provisions and certify, personally and on behalf of the Entity, that all statements made in this Resolution are true and correct.

CLINT MILLER  
Certifier

Date



## **ADDENDUM TO THE TERMS AND CONDITIONS OF YOUR ACCOUNT**

This agreement explains additional terms and conditions for all checking, savings, and money market accounts we offer. This disclosure, along with any other disclosures given to you at the time the account is opened or upon receipt of any new terms and conditions, will set forth the policies of your deposit account.

### **Disclosure Regarding the Manner in Which Fidelity Bank, N.A. | Oklahoma Fidelity Bank Processes Debits to Your Account**

Debits to your account are not processed on a real-time basis or necessarily in the order they are made by you or received by Fidelity Bank, N.A. | Oklahoma Fidelity Bank. Fidelity Bank, N.A. | Oklahoma Fidelity Bank processes debits to your account once per business day. First, we process debits on which we have no right of return, such as check card purchases, ATM transactions, ACH payments, wire transfers and teller-cashed checks. These debits are processed in order from the highest dollar amount to the lowest dollar amount. Thereafter, we process all other debits to your account in order from the highest dollar amount to the lowest dollar amount. Processing debits from highest dollar amount to lowest dollar amount may produce more overdrafts and resulting overdraft fees than processing debits in other ways.

You can limit or avoid overdraft fees by managing your account in a responsible way. Accordingly, we encourage you to (i) promptly record all transactions to your account, including ATM withdrawals, (ii) balance your checkbook regularly, (iii) carefully review and reconcile account statements that you receive from us, (iv) check your account's available balance regularly and (v) keep in mind that deposits to your account may not be immediately available (their availability is subject to our Funds Availability Policy), and certain debit-card transactions made over a credit-card network may initially result in an authorization hold before being posted according the policy noted above.

Not all banks and financial institutions process debits in the same way. Some banks and financial institutions process debits in order from lowest dollar amount to highest dollar amount, which in most cases result in fewer overdraft fees. However, they may also charge you fees that are not charged by Fidelity Bank, N.A. | Oklahoma Fidelity Bank or may have terms and conditions that are less favorable to you, such as higher minimum balances, lower interest rates, etc. At Fidelity Bank, N.A. | Oklahoma Fidelity Bank, we believe that we provide outstanding customer service in return for appropriate fees that are competitive with those charged by other banks and financial institutions. If you disagree with our policies regarding processing debits to your account, you may want to investigate the products and services offered by other banks and financial institutions to determine whether they provide you with a better value.

### **Statements**

Your statements may include images of the checks, substitute checks or withdrawals you have made. All of these items will be truncated either by the Bank or another bank in the clearing process. You will not receive the original or a substitute item in your statement only images.

### **Check Image Quality**

We use image based systems to process checks on your account. Because our ability to process items depends on capturing clear digital images, you agree to use imageable ink in the issuance of your checks. We strongly encourage your use of black ink. You also agree to not use checks with a background image that interferes with our or any other bank's ability to produce a digital image of your check. If you do not follow the above guidelines, you will be responsible for any losses you or another person suffers because of the inability to produce a readable digital image of your check.

Unless we specifically permit you to do so, you may not deposit any substitute check. This means you cannot create, and deposit a substitute check, or deposit one that is created by another person or business, unless we enter into an agreement with you to do so.

**Dormant Account**

If you do not make deposits to or withdrawals from your checking or money market account for a period of 730 days, or on your savings account for a period of 730 days, we may deem your account to be dormant. A dormant account remains subject to service charges and may be assessed additional fees.

**Account Classification Notice**

We have organized your account in a nontraditional way. Your account consists of two subaccounts. One of these is a checking subaccount, and you will transact business on this subaccount. The other is a non-transaction subaccount. You cannot directly access the non-transaction subaccount, but you agree that we may automatically, without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. We will make these automatic transfers so that your ability to use your funds through your checking account will be no different than for traditional checking accounts. You will not see any difference between the way your account operates and the way a traditionally organized account operates, but this organization makes us more efficient and helps to keep costs down.

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**LIMITATIONS ON TIME TO SUE.** Unless a different time is provided in another provision of this Agreement, or required by applicable law, an action or proceeding by you to enforce an obligation, duty, or right arising under this Agreement or under applicable law with respect to your account must be commenced within one year after the cause of action accrues.

**ARBITRATION.** This arbitration provision is optional. If you do not wish to accept it, you must follow the instructions in paragraph (10) below to reject arbitration. Unless you timely reject arbitration, this arbitration provision is binding on you and us.

(1) **Claims Subject to Arbitration:** Except as specified in paragraph (2) below, any dispute or claim between you and us must be arbitrated if either party elects arbitration of that dispute or claim. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between you and us, whether based in contract, tort, fraud, misrepresentation, or any other statutory or common-law legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising or disclosures for any of our products or services);
- claims for mental or emotional distress or injury not arising out of bodily injury;
- claims asserted in a court of general jurisdiction against you or us, including counterclaims, cross-claims, or third-party claims, that you or we elect to arbitrate in the answer or other responsive pleading;
- claims relating to the retention, protection, use, or transfer of information about you or any of your accounts for any of our products or services;
- claims relating to communications with you, regardless of sender, concerning any of our products or services, including emails and automatically dialed calls and text messages; and
- claims that may arise after the termination of this Agreement.

In this arbitration provision only, references to "we" "us", and "our" mean the financial institution and its parents, subsidiaries, affiliates, predecessors, successors, and assigns, as well as each of those entities' agents and employees. In this arbitration provision only, references to "you" and "your" mean the account owners, all authorized or unauthorized users or beneficiaries of the account, each of those person's assignees, heirs, trustees, agents, or other representatives, and if the account owner is a business, the account owner's parents, subsidiaries, affiliates, predecessors, successors, assigns, and each of those entities' agents and employees. This arbitration agreement does not preclude you or us from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against you or us on the other's behalf. Nor does this arbitration agreement preclude either you or us from exercising self-help remedies (including setoff), and exercising such a remedy is not a waiver of the right to invoke arbitration of any dispute. You and we each waive the right to a trial by jury or to participate in a class action whenever either you or we elect arbitration. This agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(2) **Claims Not Subject to Arbitration:** You and we agree that the following disputes or claims cannot be arbitrated:

- claims arising from bodily injury or death; claims seeking only individualized relief asserted by you or us in small claims court, so long as the action remains in that court and is not removed or appealed to a court of general jurisdiction, in which case either party may elect arbitration;

- claims to collect or challenge debts owed pursuant to an extension of credit under a separate agreement or note (such as a separate loan agreement, promissory note, or bank card agreement), in which case the dispute over the debt shall be governed by the dispute-resolution procedures set forth in that separate agreement or note; and
- disputes over the scope and enforceability of this arbitration provision, whether a dispute or claim can or must be brought in arbitration, or whether paragraphs (4) or (7) of this arbitration provision have been violated.

These exclusions from arbitration are intended to be interpreted narrowly. Excluded claims must be resolved by a court with jurisdiction.

(3) **Pre-Arbitration Notice of Disputes and Informal Resolution:** Before either you or we commence arbitration, the claimant must first send to the other a written Notice of Dispute ("Notice"). The Notice to us should be sent by certified mail to: Corporate Compliance Division, Fidelity Bank, N.A., 100 E English St., Wichita KS, 67202 ("Notice Address"). The Notice to you will be sent to your address on file with your account. The Notice must (a) include your name and account number; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought. If you have retained an attorney, please be advised that we cannot disclose information about your account to your attorney unless you have provided us with signed, written permission to do so. Accordingly, when submitting your Notice, please also provide signed written authorization for us to share your confidential account records with your attorney if necessary in resolving your claim. After the Notice containing the required information above is received, within 45 days, either party may request a conference to discuss informal resolution of the dispute ("Informal Settlement Conference"). If timely requested, the Informal Settlement Conference will take place at a mutually agreeable time by telephone or videoconference. You and our business representative must both personally participate in a good-faith effort to resolve the dispute informally without the need to proceed with arbitration. Any counsel representing you or us also may participate. The requirement of your personal participation in an Informal Settlement Conference may be waived only if both you and we agree in writing.

Any applicable statute of limitations will be tolled during the Informal Resolution Period, which is the period between the date that a fully complete Notice is received by the other party and the later of (i) 45 days after receipt of the Notice or (ii) if an Informal Settlement Conference is timely requested, 30 days after either the request is withdrawn or the Informal Settlement Conference is completed. In addition, if a timely requested Informal Settlement Conference cannot be scheduled within 60 days of the request despite the claimant's providing written notice of at least five times during business hours on separate days during which the claimant is available, the Informal Resolution Period shall end on the 60th day.

(4) **Commencing Arbitration:** An arbitration proceeding cannot be commenced until after the Informal Resolution Period has ended. A court will have authority to enforce this paragraph (4), including the power to enjoin the filing or prosecution of arbitrations without first providing a fully complete Notice and participating in a timely requested Informal Settlement Conference. The court also may enjoin the assessment or collection of arbitration fees incurred as a result of such arbitrations. Further, unless prohibited by applicable law, the arbitration provider shall not accept nor administer any arbitration unless the claimant has complied with the Notice and Informal Settlement Conference requirements of paragraph (3).

(5) **Arbitration Procedure:** The arbitration will be governed by the Consumer Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by this arbitration provision, and will be administered by the AAA. (If the AAA is unavailable or unwilling to administer arbitrations consistent with this arbitration provision, another arbitration provider shall be selected by the parties or

by the court.) The AAA Rules are available online at [www.adr.org](http://www.adr.org) or by writing to the Notice Address. All issues are for the arbitrator to decide, except that the court will decide any disputes over the arbitrability of claims. The arbitrator may consider but shall not be bound by rulings in other arbitrations involving different customers. Except as provided in paragraph (6) below, the arbitrator shall apply the same substantive law that a court would apply and can award the same individualized remedies (including punitive and statutory damages and statutory attorney's fees and costs) that a court could award under applicable law. Unless you and we agree otherwise, any arbitration hearings will take place in the county of your address on file with your account. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

During the arbitration, the amount of any settlement offer shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you are entitled. If you have complied with the requirements of this paragraph and the arbitrator awards you an amount of money that exceeds the value of our last written settlement to you before the appointment of the arbitrator, then we will pay you \$500 in lieu of any smaller award. In determining whether you are entitled to the minimum \$500 recovery, the arbitrator shall not consider amounts offered or awarded for attorneys' fees or costs. Any disputes as to recovery of the \$500 minimum recovery shall be resolved by the arbitrator, and must be raised within 14 days of the arbitrator's ruling on the merits.

(6) **Arbitration Fees:** If you complied with the Notice and Informal Settlement Conference requirements above in paragraph (3), after we receive notice at the Notice Address that you have commenced arbitration, we will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$10,000 in value. (The filing fee currently is \$200 but is subject to change by the arbitration provider. If you are unable to pay this fee, we will pay it directly upon receiving a written request at the Notice Address.) We also will pay all other AAA filing, administration, and arbitrator fees for that arbitration. If, however, the arbitrator finds that either the substance of your claim or the relief you seek is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse us for all monies previously disbursed that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek relief valued at greater than \$10,000 (either to you or to us), the payment of these fees will be governed by the AAA rules. We will pay all AAA filing, administration, and arbitrator fees for any arbitration we commence against you.

(7) **Requirement of Individual Arbitration:** The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR**

**PRIVATE ATTORNEY GENERAL PROCEEDING.** Further, unless both you and we agree otherwise, the arbitrator may not consolidate the claims of more than one person (except for the claims of co- or joint account owners pertaining to that account), and may not otherwise preside over any form of a representative, class, or

private attorney general proceeding. If, after exhaustion of all appeals, any of these prohibitions on non-individualized declaratory or injunctive relief; class, representative, and private attorney general claims; and consolidation are found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief), then that claim or request for relief shall be severed and decided by a court after all other claims and requests for relief are arbitrated.

(8) **Future Changes to Arbitration Provision:** Notwithstanding any provision in this Agreement to the contrary, you and we agree that if we make any future change to this arbitration provision (other than a change to the Notice Address), you may reject that change by sending us written notice within 30 days of the change to the Notice Address provided in paragraph (3) above. By rejecting that future change, you are agreeing that you will arbitrate any dispute or claim between you and us in accordance with the language of this provision, as amended by any changes that you did not timely reject.

**Additional Procedures for Complex Disputes:** If the actual damages sought by either you or us in an arbitration exceeds

\$250,000 (not counting amounts sought for punitive, statutory, treble, or emotional harm damages or for attorneys' fees or costs), then the following additional procedures apply. First, if you are a business customer, the AAA's Commercial Arbitration Rules rather than the Consumer Arbitration Rules shall apply and, unless you and we agree otherwise, the dispute shall be resolved by a three-arbitrator panel, with each party choosing one arbitrator from the AAA's roster and the two party-appointed arbitrators selecting a third, who shall preside over the panel. If you are a consumer customer, the same switch to the Commercial Arbitration Rules and a three-arbitrator panel shall apply if both you and we agree. Second, regardless of whether you are a business or consumer customer, either party may appeal the final award to a three-arbitrator panel pursuant to the AAA's Optional Appellate Rules by providing written notice within 30 days of the award. The appellant shall pay all fees and costs for the appeal unless the panel determines that the appellant is the prevailing party, in which case the panel shall have the discretion in its final award to reallocate the fees and costs as justice or otherwise applicable law requires. If there is a cross-appeal, the costs shall be borne equally by both sides, subject to reallocation by the panel in its final award as justice or otherwise applicable law requires.

(10) **Right to Reject Arbitration Provision:** If you do not wish to arbitrate, you have 30 days to reject this arbitration provision by sending a rejection notice to the Notice Address in paragraph (3) above by certified mail ("Rejection Notice"). To be valid, a Rejection Notice must: (a) include your name, account number, and a statement that you are rejecting the arbitration provision in this Agreement; and (b) be received by us within 30 days after the opening of your account. If an arbitration provision has been added for the first time to the agreement for an existing account, your Rejection Notice must be postmarked on or before the effective date of that amendment to that agreement. If your Rejection Notice complies with these requirements, this arbitration provision will not apply to you with respect to any claims that you or we commence in litigation or arbitration after we receive your Rejection Notice. Rejecting this arbitration provision will not affect your other rights or responsibilities under this Agreement. Nor will it affect any other arbitration agreements between you and us, such as arbitration provisions in other contracts between you and us.

(11) **Military Lending Act:** If you are a covered member of the armed forces or the dependent of a covered member within the meaning of the Military Lending Act and your Agreement with us involves an extension of consumer credit under that Act, then you are not required to arbitrate disputes.

## **ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT**

For purposes of this disclosure and agreement the terms "we", "us" and "our" refer to Fidelity Bank, N.A. and Oklahoma Fidelity Bank, a Division of Fidelity Bank, N.A. (Fidelity Bank) The terms "you" and "your" refer to the recipient of this disclosure and agreement.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your ATM Card (hereinafter referred to collectively as "ATM Card") or Debit Card (hereinafter referred to collectively as "Debit Card") at automated teller machines (ATMs) and any networks described below.

**TERMS AND CONDITIONS.** The following provisions govern the use of EFT services through accounts held by FIDELITY BANK which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

**DEFINITION OF BUSINESS DAY.** Business days are Monday through Friday excluding holidays.

### **ELECTRONIC FUND TRANSFER SERVICES PROVIDED ATM**

**CARD SERVICES.** The services available through use of your ATM Card are described below.

#### **ATM CARD SERVICES:**

- You may withdraw cash from your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may make deposits into your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may transfer funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s).

**DEBIT CARD SERVICES.** The services available through use of your Debit Card are described below.

#### **DEBIT CARD SERVICES:**

- You may withdraw cash from your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may make deposits into your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may transfer funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may use your card at any merchant that accepts Visa® Debit Cards for the purchase of goods and services.

### **FIDELITY BANK, N.A. AND OKLAHOMA FIDELITY BANK ATM SERVICES.**

**NETWORK.** Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the



network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

Besides being able to use your ATM Card or Debit Card at our Fidelity Bank, N.A. or Oklahoma Fidelity Bank ATM terminals, you may access your accounts through the following network(s): NYCE, PLUS, INTERLINK

**ATM FEES.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. Please note a balance inquiry and a withdrawal, even if both are made in the same session, may be considered separate transactions and each subject to a per transaction fee by the ATM operator.

**POINT OF SALE TRANSACTIONS.** Listed below is the card you may use to purchase goods and services from merchants that have arranged to accept your card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. We have the right to return any check or other item drawn against your account to ensure there is enough money in your available balance to pay any Point of Sale transaction. We may, but do not have to, allow transactions which exceed your available account balance or, if applicable, your available overdraft protection. If we do, you agree to pay an amount equal to the overdrawn balance plus any applicable overdraft fees. Please note that if you have not opted in for overdraft protection for everyday debit card and ATM transactions, and a debit card transaction is posted when you have an insufficient available balance, you will not be assessed an overdraft fee. If you have opted in and asked Fidelity Bank to authorize every day debit-card transactions and ATM transactions that may overdraw your account, please note you will only be assessed a fee if your available balance is insufficient to cover the transaction at the time we authorize the transaction and at the time we pay the transaction. Fidelity Bank will rely on how the merchant codes a debit card transaction for whether it is "everyday" or "recurring."

The following card and the corresponding designated account(s) may be used for Point of Sale transactions:

- Debit Card: checking account.

Your ATM and Debit Cards may also be used to obtain cash from your designated account(s) at participating financial institutions when so authorized under the terms of your Account Agreement.

**CURRENCY CONVERSION** - Visa. When you use your card with the Visa® logo at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is a rate selected by Visa® from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa® itself receives, or the government-mandated rate in effect for the applicable transaction date, in each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the transaction date may differ from the rate in effect on the central processing date or the posting date.

**IMPORTANT ADDITIONAL FEE NOTICE.** Visa® charges an International Service Assessment Fee on all international transactions. Therefore, you will be charged 2% of the dollar amount of the transaction for each international transaction completed with your Visa® card when the country of the merchant or machine is different than your country as cardholder. Be aware that when making purchases you may not know

that the merchant is located in a different country This is true even if you make the transaction while in the United States.

**SERVICES PROVIDED THROUGH USE OF SMARTVOICE.** You may perform the following functions through use of SMARTVOICE:

- You may initiate transfers of funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, NOW accounts and money market accounts, and Consumer Loan Account(s).
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), NOW account(s), and Consumer Loan Account(s).

**PREAUTHORIZED TRANSFER SERVICES.**

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may arrange for the preauthorized automatic payments or other transfers from your checking account(s), savings account(s), money market account(s), and NOW account(s).

**SERVICES PROVIDED THROUGH USE OF ONLINE BANKING AND MOBILE BANKING.** FIDELITY BANK offers its customers use of our Online Banking and Mobile Banking service.

Online Banking and Mobile Banking agreement can viewed at initial login for Online or Mobile Banking.

**ELECTRONIC CHECK CONVERSION.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills. Please note that merchants may resubmit this payment request if the first attempt is returned for insufficient funds.

### **LIMITATIONS ON TRANSACTIONS**

**TRANSACTION LIMITATIONS - ATM CARD.**

**CASH WITHDRAWAL LIMITATIONS.** You may withdraw up to \$400.00 through use of ATMs in any one day.

**TRANSACTION LIMITATIONS - DEBIT CARD.**

**CASH WITHDRAWAL LIMITATIONS.** You may withdraw up to \$800.00 through use of ATMs in any one day.

**POINT OF SALE LIMITATIONS.** You may buy up to \$4,000.00 worth of goods or services in any one day through use of our Point of Sale service.

**OTHER LIMITATIONS.**

- The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s), or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise.

### **NOTICE OF RIGHTS AND RESPONSIBILITIES**

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

**RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS.**

**TRANSACTION RECEIPTS.** Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a

transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your ATM Card or Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

**PERIODIC STATEMENTS.** If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

**PREAUTHORIZED DEPOSITS.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- You can call us at 1-800-658-1637 in Kansas or 1-800-757-0464 in Oklahoma to find out whether or not the deposit has been made.

**USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN").** In order to assist us in maintaining the security of your account and the terminals, the ATM Card or Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your ATM Card or Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Your ATM Card may only be used with your PIN. Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify FIDELITY BANK immediately if your ATM Card or Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your ATM Card or Debit Card or to write your PIN on your ATM Card or Debit Card or on any other item kept with your ATM Card or Debit Card. We have the right to refuse a transaction on your account when your ATM Card or Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your ATM Card or Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN at our ATM.

**RIGHTS REGARDING PREAUTHORIZED TRANSFERS.**

**RIGHTS AND PROCEDURES TO STOP PAYMENTS.** If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment,

call us at: 1-800-658-1637 or 1-800-757-0464

or

write to: Fidelity Bank, N.A. Oklahoma Fidelity Bank, a division  
of Fidelity Bank, N.A.  
100 E. English  
Wichita, KS 67202

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of

the scheduled transfer. If you call, we may require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

**NOTICE OF VARYING AMOUNTS.** If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS.** If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

**YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT.** If you believe your ATM Card or Debit Card or PIN or internet banking access code has been lost or stolen,

call us at: 1-800-966-2951, 7:30am- 8pm Central Monday- Friday, 9am - 5pm Central Saturday

or

write: Fidelity Bank  
Electronic Funds Transfer Department  
PO Box 1007  
Wichita, KS 67201

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

**CONSUMER LIABILITY.** Tell us AT ONCE if you believe your ATM Card or Debit Card or PIN or internet banking access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft protection plan, if applicable). If you tell us within two (2) business days after you learn of the loss or theft of your ATM Card or Debit Card or PIN or internet banking access code you can lose no more than fifty dollars (\$50) if someone used your ATM Card or Debit Card or PIN or internet banking access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your ATM Card or Debit Card or PIN or internet banking access code and we can prove we could have stopped someone from using your ATM Card or Debit Card or PIN or internet banking access code without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500). Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you may not get back any money in your account, if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time period.

**CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING DEBIT CARD.** The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Visa® logo. These limits apply to unauthorized transactions processed on

the Visa® or Plus Network.

If you notify us about an unauthorized transaction involving your card with the Visa® logo and the unauthorized transaction took place on the Visa® or Plus Network, zero liability will be imposed on you for the unauthorized transaction. We may increase the limit of your liability for such unauthorized transactions to the amounts described under "Consumer Liability" above if we reasonably determine, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or your card with the Visa® logo, you were proven to have participated in the transaction, or both. The zero liability provisions do not apply to PIN-based debit transactions not processed by the Visa® or Plus Network, including ATM transactions outside of the United States.

Your liability for unauthorized transactions with your card with the Visa® logo that involve PIN-based debit transactions not processed by the Visa® or Plus Network, including ATM transactions, are described under "Consumer Liability" above.

**ILLEGAL USE OF DEBIT CARD.** You agree not to use your Debit Card for any illegal transactions, including internet gambling and similar activities.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS.**

In case of errors or questions about your electronic fund transfers,

call us at: 1-800-658-1637 1-800-757-0464

or

write to: Fidelity Bank, N.A. Oklahoma Fidelity Bank, a division of  
Fidelity Bank, N.A.  
100 E English  
Wichita, KS 67202

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact FIDELITY BANK no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you may be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions. Visa's® cardholder protection policy requires that we provide provisional credit for losses from unauthorized Visa's® Debit Card use within five (5) business days of notification of the loss, unless we determine that additional investigation is warranted and allowed by applicable laws or regulations.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTION.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your ATM Card or Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction. There may be other exceptions provided by applicable law.

**CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS.**

The following fees and charges may be imposed on your checking account in accordance with the bank's Fee Schedule:

Non-Fidelity Bank, N.A. Oklahoma Fidelity Bank ATM Stop Payment Fee

**DISCLOSURE OF ACCOUNT INFORMATION.** You agree that merchant authorization messages transmitted in connection with Point of Sale transactions are permissible disclosures of account information, and you further agree to release FIDELITY BANK and hold it harmless from any liability arising out of the transmission of these messages.

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. If you give us your permission in a record or writing.

**AMENDING OR TERMINATING THE AGREEMENT.** We may change this agreement from time to time. These changes may include, but are not limited to, adding new terms (including dispute resolution provisions), removing outdated terms, and updating existing terms. You will be notified at least 30 days before a change will take effect if it will cause you an increase in costs or liability or it will limit your ability to make electronic fund transfers. No notice will be given if the change is necessary for security reasons. We also have the right to terminate this agreement at any time. Notice sent by us to you is effective upon mailing or, if you have signed up for e- statements, emailing the notice to the last address or email address on your account.

**FACTS****WHAT DOES FIDELITY BANK DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- Payment history and transaction history
- Credit history and credit scores

When you are *no longer* our customer, we continue to share your information as described in this notice.

**How?**

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons FIDELITY BANK chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does FIDELITY BANK share?	Can you limit this sharing?
<b>For our everyday business purposes--</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes--</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes--</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes--</b> information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

**Questions?**

Call toll-free 1-800-658-1637 or go to <http://www.fidelitybank.com>

## Who we are

### Who is providing this notice?

Fidelity Bank, N.A. and Oklahoma Fidelity Bank, a division of Fidelity Bank, N.A.

## What we do

### How does FIDELITY BANK protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

Third parties who access personal information are required by contract to use the information only for the specific authorized purpose and further protect the personal information from unauthorized access.

### How does FIDELITY BANK collect my personal information?

We collect your personal information, for example, when you

- open an account or pay your bills
- apply for a loan or use your credit or debit card
- show your government issued ID

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

### Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes - information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

## Definitions

### Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include financial companies, such as companies with a Fidelity Bank, N.A. | Oklahoma Fidelity Bank, a division of Fidelity Bank, N.A. name and Fidelity Financial Corporation.*

### Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *FIDELITY BANK does not share with nonaffiliates so they can market to you.*

### Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partner(s) include financial service companies and credit card companies*





## ICS Deposit Placement Agreement

You, the undersigned, enter into this ICS Deposit Placement Agreement ("*Agreement*") with the following financial institution ("*we*" or "*us*"):

Fidelity Bank, N.A.

This Agreement states the terms and conditions on which we will endeavor to place deposits for you at other financial institutions through ICS®, the IntraFi Cash Service<sup>SM</sup> of IntraFi Network LLC ("*IntraFi*") for placing deposits at depository institutions.

### 1. Deposit Placement

#### 1.1. Agreement and Schedules

(a) **Schedule 1** describes the procedure by which we will place deposits for you through the form of ICS known as ICS-Daily Rate. **Schedule 2** describes the account type and placement feature that we will use. **Schedule 3** describes the procedure by which we will place deposits for you through the form of ICS known as ICS-Fixed Rate if we offer such placement.

(b) Each participating institution in ICS that is an insured depository institution ("*Destination Institution*") will be one at which deposit accounts are insured by the Federal Deposit Insurance Corporation ("*FDIC*") up to the FDIC standard maximum deposit insurance amount ("*SMDIA*") of \$250,000.

(c) Subject to the terms and conditions of this Agreement, when we place deposits in a deposit account at a Destination Institution for your funds placed through ICS ("*Deposit Account*"), the amount of our outstanding placements for you at the Destination Institution through ICS and through CDARS®, the Certificate of Deposit Account Registry Service®, will not exceed \$250,000.

(d) The Bank of New York Mellon ("*BNY Mellon*") provides services that support deposit placement through ICS. BNY Mellon's services include acting as our sub-custodian and settlement agent.

(e) You must be capable of using, and you agree to use, the Depositor Control Panel ("*DCP*"), an online tool, to review provisional allocations of deposits and for other purposes. You also agree to receive notices that may be posted on the DCP or sent to you by email.

#### 1.2. Deposit Accounts

(a) Deposits that we place for you in Deposit Accounts will be "deposits," as defined by federal law, at the Destination Institutions.

(b) Each Deposit Account, including the principal balance and the accrued interest, will be a deposit obligation solely of the Destination Institution at which it is held. It will not be a deposit obligation of us or of IntraFi, BNY Mellon, or any other person or entity.

### 2. Your Relationship With Us

#### 2.1. Agency and Custodial Relationship

(a) We will act as your agent in placing deposits for you through ICS. Under a separate agreement with you that grants us custodial powers ("*Custodial Agreement*"), we will also act as your custodian for the Deposit Accounts.

(b) Each Deposit Account will be recorded (i) on the records of a Destination Institution in the name of BNY Mellon, as our sub-custodian, (ii) on the records of BNY Mellon in our name, as your custodian, and (iii) on our records in your name. The recording will occur in a manner that permits the Deposit Account to be FDIC-insured to the same extent as if it were recorded on the records of a Destination Institution in your name.

(c) For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, the Deposit Accounts and all your security entitlements and other related interests and assets with respect to the Deposit Accounts, and we will treat you as entitled to exercise the rights that constitute the Deposit Accounts.

(d) All interests that we hold for the Deposit Accounts will be held by us only as your securities intermediary and will not be our property. You will be the owner of the funds in the Deposit Accounts and any interest on those funds.

#### 2.2. Termination of Custodial Relationship

(a) Either you or we may terminate the custodial relationship between you and us at any time. You may



not transfer the Deposit Accounts to another custodian, but you may dismiss us as your custodian for a Deposit Account and request that it be recorded on the records of the Destination Institution in your name.

(b) We will endeavor to cause any request from you pursuant to Section 2.2(a) to be promptly forwarded to the Destination Institution. Each Destination Institution has agreed that it will promptly fulfill any such request, subject to its customer identification policies and other account opening terms and conditions.

(c) If a Deposit Account has been recorded on the records of a Destination Institution in your name pursuant to this Section 2, you will be able to enforce your rights in the Deposit Account directly against the Destination Institution, but we will no longer have any custodial responsibility for it and you will not be able to enforce any rights against the Destination Institution through us.

(d) If we were to become insolvent, our receiver or other successor in interest could transfer custody of the Deposit Accounts, and our rights and obligations under this Agreement, to a new custodian. Alternatively, you could exercise your right to have the Deposit Accounts recorded on the records of the Destination Institutions in your name pursuant to this Section 2.

### 3. Custodial Account and Interest Rate

#### 3.1. Custodial Account

(a) As your custodian, we will open on our records, either directly or with the assistance of BNY Mellon, a custodial account in which we will hold your interests in the Deposit Accounts ("*Custodial Account*"). We may permit you to have multiple Custodial Accounts.

(b) On the signature page of this Agreement, you will enter a unique alphanumeric identifier for you ("*Depositor Identifier*"), which will be associated with the Custodial Account. You will enter as your Depositor Identifier your federal taxpayer identification number ("*TIN*"), unless you do not have a TIN, in which case you will enter an alternate identifier that we approve.

(c) If you use an alternate identifier, you must use the same alternate identifier for all placements of deposits for you, by us or by any other financial institution, through ICS or through CDARS. If you later obtain a TIN, you must promptly report it to us and to any such other institutions, and we may use it as your Depositor Identifier.

#### 3.2. Interest Rate

(a) In ICS-Daily Rate, the interest rate for the Deposit Accounts at Destination Institutions ("*Interest Rate*") will be the then-current rate that we specify, which may be any rate (including zero) and which we may modify at any time. Through your continued participation in ICS-Daily Rate, you accept each applicable Interest Rate.

(b) In ICS-Fixed Rate, if offered, the Interest Rate will be determined as set forth in Schedule 3.

(c) If we permit you to have more than one Custodial Account, we may specify a different Interest Rate for each Custodial Account.

(d) Payment of the full amount of all accrued interest on a Deposit Account at a Destination Institution will be solely the responsibility of the Destination Institution. Neither we nor any other person or entity will be indebted to you for such payment.

### 4. Placement Procedures

#### 4.1. Account Type, ICS Settlement, and Statements

(a) Settlement of payments to and from participating institutions in ICS through BNY Mellon that includes the type of deposits we place for you ("*ICS Settlement*") will occur each day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close ("*Business Day*").

(b) You may confirm through the DCP (i) the aggregate principal balance in the Deposit Accounts ("*Program Balance*") and (ii) the principal balance and accrued interest of the Deposit Accounts at each Destination Institution as of the preceding Business Day or, after ICS Settlement-related processing, as of that Business Day.

(c) We will provide you with a periodic statement of custodial holdings for your funds placed through ICS that will include, as of the end of the statement period, your Program Balance, your principal balance at each Destination Institution, the total interest you have earned on the Deposit Accounts during the period, and the rate of return you have earned on the daily average closing principal balance for the period ("*Statement Period Yield*").

(d) The account information available on the DCP as described in Section 4.1(b), and the periodic statements described in Section 4.1(c), will be the only



evidence that you receive of your ownership of the funds. You should retain the account statements.

#### 4.2. Triggering Events

(a) Funds will be transferred to or from the Deposit Accounts in response to an event specified in this Agreement that triggers such movement ("Triggering Event"). A Triggering Event may result in a transfer of funds from a root account with us that contains your funds ("Root Account") to the Deposit Accounts at ICS Settlement ("Program Deposit") or a transfer of funds from the Deposit Accounts to the Root Account at ICS Settlement ("Program Withdrawal").

(b) For ICS-Daily Rate, Schedule 1 sets forth Triggering Events applicable to your deposits. For ICS-Fixed Rate, Schedule 3 sets forth Triggering Events applicable to your deposits.

#### 4.3. Program Deposits

(a) Subject to the terms and conditions of this Agreement, and except as provided in Section 4.3(b), a Triggering Event for a Program Deposit will result in a transfer of funds to the Deposit Accounts at ICS Settlement the *next* Business Day ("*Regular Program Deposit*").

(b) Schedule 1 states whether, in ICS-Daily Rate, a transfer of funds to the Deposit Accounts at ICS Settlement on the *same* Business Day ("*Same-Day Program Deposit*") is available and, if so, the cutoff time for you to request a Same-Day Program Deposit ("*Same-Day Deposit Cutoff Time*"). If Schedule 1 so states, a request that we receive and accept before the Same-Day Deposit Cutoff Time will be a Triggering Event, in ICS-Daily Rate, for a Same-Day Program Deposit.

(c) We may impose a maximum Program Balance amount for deposits that we place for you through ICS and will inform you of any such amount we impose. Even if a Triggering Event for a Program Deposit occurs, we may choose not to transfer the amount to the Deposit Accounts if it would cause the Program Balance to exceed the maximum. In addition, we may choose not to transfer to the Deposit Accounts an amount that we have credited to the Root Account, but have not yet collected from a third party.

#### 4.4. Program Withdrawals

(a) Subject to the terms and conditions of this Agreement, and except as provided in Section 4.4(b), a Triggering Event for a Program Withdrawal will result in

a transfer of funds from the Deposit Accounts at ICS Settlement the *next* Business Day ("*Regular Program Withdrawal*").

(b) Schedule 1 states whether, in ICS-Daily Rate, the transfer of funds from your Deposit Accounts at ICS Settlement on the *same* Business Day ("*Same-Day Program Withdrawal*") is available and, if so, the cutoff time for you to request a Same-Day Program Withdrawal ("*Same-Day Withdrawal Cutoff Time*"). If Schedule 1 so states, a request that we receive and accept before the Same-Day Withdrawal Cutoff Time will be a Triggering Event, in ICS-Daily Rate, for a Same-Day Program Withdrawal.

#### 4.5. Withdrawal Advances; Security Interest

(a) If Schedule 1 states that we will advance funds to you in anticipation of a Program Withdrawal, or if we otherwise decide in our discretion to advance funds to you in anticipation of a Program Withdrawal, you will owe the amount of these funds to us and we will retain from the funds we receive at ICS Settlement the amount we have advanced to you.

(b) With respect to any amount that you owe to us pursuant to Section 4.5(a):

(i) you grant us, and acknowledge that we have, a security interest in, and a lien on, the Deposit Accounts, related security entitlements, and other related interests and assets that we may hold for you as custodian and securities intermediary pursuant to the Custodial Agreement for the amount that you owe to us,

(ii) if a Destination Institution fails before a Program Withdrawal is completed, we may retain the amount of the Program Withdrawal from the proceeds of your FDIC insurance claim to satisfy the amount that you owe to us, and

(iii) to the extent that the amount that you owe to us is not satisfied from the interests and assets we are holding for you pursuant to the Custodial Agreement, or from the proceeds of any FDIC insurance claim, the amount remains owed by you to us and is payable on demand.

(c) If, in a separate agreement, you have granted us a security interest in the Deposit Accounts or in any security entitlements or other interests or assets relating to the Deposit Accounts as collateral for a loan to you or otherwise, we may decline to honor a request for a Program Withdrawal, or decline to honor a debit transaction in the Root Account that would trigger a



Program Withdrawal or be funded by a Program Withdrawal, to the extent the Program Withdrawal would cause your Program Balance to fall below the loan amount or other amount that you have agreed to maintain in the Deposit Accounts or to which the security interest applies. If, in a separate agreement, you have granted us a security interest in the Root Account, we also may decline to honor transactions in the Root Account in accordance with the separate agreement.

#### 4.6. Account Type and Withdrawal Limit, If Any

(a) Deposits that we place for you through ICS-Daily Rate at a Destination Institution will be placed in a Deposit Account that is a demand deposit account ("DDA") or a Deposit Account that is a money market deposit account ("MMDA"), as provided in Section 1 of Schedule 2.

(b) Section 1 of Schedule 2 provides (i) that we will place deposits for you in DDAs, (ii) that we will place deposits for you in MMDAs, or (iii) that we may place deposits for you in DDAs or MMDAs.

(c) Section 1 of Schedule 2 also provides, if MMDAs will or may be used, (i) that an MMDA Program Withdrawal limit of six per month applies or (ii) that no MMDA Program Withdrawal limit applies.

(d) If a Program Withdrawal limit applies and you exceed the six permitted Program Withdrawals from MMDAs in a month:

(i) We may (A) transfer all the remaining funds in the MMDAs to the Root Account associated with the Custodial Account for the MMDAs or (B), if you also have a Custodial Account for DDA deposits, transfer all the remaining funds in the MMDAs to the Custodial Account for DDA deposits.

(ii) In subsequent months we may effect either such transfer at the time of your sixth Program Withdrawal.

(e) If you exceed the six permitted Program Withdrawals from MMDAs in multiple months, we may also make the Custodial Account for the MMDAs ineligible for Program Deposits.

### 5. Placement Feature

#### 5.1. Reciprocal and One-Way

(a) If we are an FDIC-insured depository institution, we are eligible to use a feature of ICS in which, when we place deposits, we receive matching

deposits placed by other participating institutions in ICS and may pay a fee to IntraFi ("*Reciprocal Feature*").

(b) Whether or not we are eligible to use the Reciprocal Feature, we are eligible to use a feature of ICS in which, when we place deposits, we do not receive matching deposits, but we and IntraFi may receive fees from Destination Institutions ("*One-Way Feature*").

(c) Section 2 of Schedule 2 provides (i) that we may use either the Reciprocal Feature or the One-Way Feature, (ii) that we will use only the Reciprocal Feature, or (iii) that we will use only the One-Way Feature.

#### 5.2. Placement Feature and Rate

(a) Interest on the Deposit Accounts will be earned at the specified Interest Rate regardless of whether the Reciprocal Feature or the One-Way Feature is used.

(b) When the Reciprocal Feature is used, the fee paid to IntraFi may affect rate determination. When the One-Way Feature is used, fees paid by Destination Institutions, or cost-of-funds rates for Destination Institutions, may affect rate determination.

(c) If we are eligible to use the Reciprocal Feature, and you authorize us to use either the Reciprocal Feature or the One-Way Feature, we may use a feature with greater benefits to you, to us, or both.

#### 5.3. Placement Requirements

(a) Under the laws of some states, governmental units may submit deposits for placement through a deposit placement network only if the placing institution is located in the state and receives matching deposits of an equal maturity, if any, and an equal amount.

(b) If you are a state governmental unit, or if you are otherwise subject to restrictions on the placement of deposits for you, you are responsible for determining whether deposit placement in accordance with this Agreement satisfies any applicable restrictions.

### 6. Daily Allocation and Depositor Control

#### 6.1. Daily Allocation; Review and Consent

(a) The process for allocating Program Deposits, Program Withdrawals, and funds already on deposit reflects various considerations, including the need for certain Destination Institutions to receive deposits in amounts that they have placed for their own customers and possible limits on the amounts that an institution is authorized to place or a Destination Institution has





agreed to receive. Applicable deposit amounts may change from day to day. Accordingly, the allocation of funds takes place each Business Day.

(b) The set of Destination Institutions to which your funds on deposit are allocated on a Business Day, and the amount allocated to each Destination Institution, may differ from a previous Business Day's allocation. A different allocation may involve the movement of funds from one Destination Institution to another Destination Institution, even though you do not have a Program Deposit or a Program Withdrawal. Such movements of funds will not affect the Interest Rate.

(c) You exercise control over the allocation of your funds through direct contact with us and through the DCP. You are responsible for reviewing the important information we provide you through the DCP, including information regarding proposed allocations that we provide each Business Day. In addition, on request at any time, we will provide you with a list of all Destination Institutions.

(d) Although we will not allocate your funds to Destination Institutions that you exclude or reject as set forth below, you authorize and consent to the allocation of your funds at Destination Institutions that you approve, or do not exclude or reject, as set forth below.

## 6.2. Destination Institution Exclusions

(a) You may enter the name of any depository institution on a list of exclusions from eligibility to receive deposits we place for you through ICS ("*Exclusions List*").

(b) We may ask you to provide your initial Exclusions List by entering exclusions in Section 3(c) of Schedule 2 or by giving us notice of your Exclusions List in another manner we specify.

(c) An Exclusions List will be effective within one Business Day after the first Business Day on which we have received the Exclusions List from you.

(d) You may add to or subtract from your Exclusions List by giving us notice in a manner we specify or by using functionality provided within the Depositor Control Panel. If you do so, the revised Exclusions List will be effective within one Business Day after the first Business Day on which we have received the notice or you have used the functionality.

## 6.3. Depositor Control Panel

(a) IntraFi will assist us in providing the DCP. The address of the Depositor Control Panel is <https://www.depositorcontrol.com>.

(b) You represent that you have a computer with Internet access, an e-mail address, the ability to download and print information from the DCP, and the knowledge and experience to use an online tool for DCP functionality. In addition, you acknowledge that you must obtain and maintain all equipment and services necessary for access to the DCP.

(c) To access the DCP, you must create login credentials. To create your login credentials, click on "Getting Started" on the DCP home page. Alternatively, we may send to you an email containing a link that will enable you to create login credentials.

(d) From within the DCP, you may invite a user to create login credentials that will permit the user to access your DCP account. Such users may have access to your account information and DCP functionality, and you are responsible for their acts or omissions.

## 6.4. Depositor Placement Review

(a) Each Business Day, your aggregate principal balance that will be in Deposit Accounts after that day's ICS Settlement will be provisionally allocated to Destination Institutions. The amount allocated will reflect your Program Balance as of the last ICS Settlement, plus any Program Deposit that will occur at the day's ICS Settlement, minus any Program Withdrawal that will occur at the day's ICS Settlement. The allocation may provide that previously-deposited funds will be removed from a Destination Institution and deposited in another Destination Institution.

(b) After the provisional allocation occurs on a Business Day, but before allocation becomes final at ICS Settlement, Depositor Placement Review ("*DPR*") will occur through the DCP. Even if a Destination Institution is not on your Exclusions List, the final allocation that day will not allocate your funds to the Destination Institution if you reject it during DPR through the DCP. Your rejection of a Destination Institution will be effective only if you submit it before DPR ends.

(c) The DPR period each Business Day will be as follows: 3:00 PM to 3:15 PM Eastern time. Daylight Saving Time applies when nationally in effect. We may change the DPR period by posting notice on the DCP in advance of the change.



(d) In DPR, you will see a list of Destination Institutions to which your funds are proposed to be allocated at ICS Settlement later that day (*“Proposed Placement List”*), reflecting the provisional allocation of all your funds, including funds that will be moved from one Destination Institution to another Destination Institution. The Proposed Placement List will include the principal balance allocated to each Destination Institution. If you review the Proposed Placement List, and you click the approval button or you do not reject any of the Destination Institutions on the list, you will be approving the allocation and your funds will be allocated in accordance with the list.

(e) If you reject any of the Destination Institutions on the Proposed Placement List, you will be approving allocation to Destination Institutions on the list that you do not reject. After entering rejections, if sufficient time remains in DPR, you will have the opportunity to review a list of other Destination Institutions to which your funds could be allocated (*“Alternate Placement List”*). If you click the approval button for the Alternate Placement List, or you do not reject any of the Destination Institutions on it, you will be approving the allocation of your funds to any of the listed Destination Institutions. If you reject any of the Destination Institutions on the Alternate Placement List, you will be approving allocation to listed Destination Institutions that you do not reject. Your funds may be allocated to any combination of Destination Institutions on the Proposed Placement List and the Alternate Placement List that you do not reject.

(f) If the provisional allocation on a Business Day would result in funds of yours currently at a Destination Institution being moved to another Destination Institution and you reject the other Destination Institution in DPR that Business Day, the funds will not necessarily remain at the first Destination Institution. The funds will be allocated to a Destination Institution that you do not reject or returned to the Root Account.

(g) A Destination Institution that you reject in DPR will also be added to your Exclusions List, for purposes of future allocations, within one Business Day after the Business Day on which you submit the rejection.

(h) We do not guarantee that all your funds will be allocated to Destination Institutions on any particular day, even if they were allocated to Destination Institutions on a previous day. Exclusions and rejections of Destination Institutions may increase the chance that funds will not be allocated. If funds not yet transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will remain in the Root Account. If funds previously

transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will be returned to the Root Account.

## 7. FDIC Insurance Considerations

### 7.1. Deposit Insurance Coverage

(a) You may obtain information about FDIC deposit insurance coverage by visiting the FDIC website at <http://www.fdic.gov> or by contacting the FDIC by letter, email, or telephone.

(b) All of your deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for the SMDIA. You should add to your Exclusions List any depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include, among others, individual accounts and joint accounts.

(c) You are responsible for determining whether deposits we place for you are maintained in separate insurable capacities. Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate TIN or other Depositor Identifier does not establish a separate insurable capacity.

(d) We will use the Depositor Identifier to identify you, and we will place deposits for you on the understanding that you are not submitting deposits for placement under more than one Depositor Identifier in the same insurable capacity.

(e) The requirements for FDIC deposit insurance coverage of the deposits of governmental units, including the United States government, state and local governments, the District of Columbia, and the Commonwealth of Puerto Rico, are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for losses resulting from the placement of deposits that are not eligible for FDIC deposit insurance.

(f) Records that we maintain, or that BNY Mellon maintains for us, reflecting ownership of the Deposit Accounts will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to us any changes in ownership information so that there will be accurate information to provide to the FDIC if a Destination Institution fails and the FDIC pays its insured deposits by cash payment.



The FDIC could also require you to provide additional documentation.

## 7.2. Responsibility to Monitor Deposits; Available Information

(a) You are responsible for monitoring the total amount of your funds at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that each placement of your funds at Destination Institutions is consistent with your exclusions and rejections.

(b) You can obtain publicly available financial information on Destination Institutions from the National Information Center of the Federal Reserve System at [www.ffiec.gov/nicpubweb/nicweb/nichome.aspx](http://www.ffiec.gov/nicpubweb/nicweb/nichome.aspx).

## 7.3. Uninsured Deposits

(a) Although we will not place a deposit for you through ICS at any one Destination Institution in an amount that exceeds the SMDIA, a deposit that we place for you will not be eligible for FDIC insurance coverage at a Destination Institution before it becomes a deposit at the Destination Institution or after it is withdrawn from the Destination Institution.

(i) If we are an FDIC-insured depository institution and the Root Account is eligible for FDIC insurance coverage, a deposit in the Root Account will be aggregated with your other deposits with us in the same insurable capacity for application of the SMDIA of \$250,000.

(ii) If we are a credit union the share accounts of which are insured by the National Credit Union Administration ("NCUA") and the Root Account is a share account with us that is eligible for NCUA insurance coverage, a deposit in the Root Account will be aggregated with your other deposits with us in the same insurable capacity for application of the NCUA standard maximum share insurance amount of \$250,000.

(iii) If we are not an FDIC-insured depository institution or the Root Account is not eligible for FDIC insurance coverage, a deposit in the Root Account will not be FDIC-insured. If we are not an NCUA-insured credit union or the Root Account is not eligible for NCUA insurance coverage, a deposit in the Root Account will not be NCUA-insured.

(b) If you cannot accept the risk of having a deposit with us that is not fully insured, you will be

responsible for making arrangements with us, if we offer them, to have the deposits collateralized, protected by a properly-executed repurchase sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a collateralization arrangement is consistent with applicable law.

(c) If you cannot accept the risk of having a deposit with us that is not fully insured, and we do not offer arrangements of the kind described in Section 7.3(b) or we offer them but you do not make such arrangements with us, you should not submit deposits for placement through ICS.

## 7.4. Deposit Insurance Payments

(a) In case of the liquidation of, or other closing or winding up of the affairs of, an insured depository institution, the FDIC is generally required by law to pay each insured deposit "as soon as possible," either by cash payment or by transferring the deposit to another insured depository institution. It is possible, however, that an insurance payment could be delayed. Neither we nor any other person or entity will be obligated to advance funds to you with respect to an insurance payment or to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment.

(b) If a Destination Institution at which we place deposits for you is closed and the FDIC does not transfer deposits that include your funds to another insured depository institution, but will make a deposit insurance cash payment, we will cause a deposit insurance claim for your funds to be filed with the FDIC, and we will credit to you the proceeds of the deposit insurance claim that we receive for your funds, subject to any valid security interest.

(c) If the FDIC makes a deposit insurance cash payment for a Deposit Account at a closed Destination Institution, the FDIC is required by law to pay the principal amount plus unpaid accrued interest to the date of the closing of the Destination Institution, as prescribed by law, subject to the SMDIA. No interest is earned on a Deposit Account at a Destination Institution after it closes.

(d) If the FDIC transfers the deposits of a closed Destination Institution to another insured depository institution, the acquiring institution may assume a Deposit Account. The acquiring institution may change the rate at which it pays interest on the assumed Deposit Account, subject to your right to withdraw the funds.



## 8. Additional Considerations

### 8.1. Compare Rates

(a) We are not acting as your investment advisor, and we are not advising you about alternative investments. You are responsible for comparing the rates of return and other features of the Deposit Accounts to other available deposit accounts and other kinds of investments before choosing placement through ICS.

(b) The Interest Rate may be higher or lower than a cost-of-funds rate for a Destination Institution, an interest rate for another customer, or interest rates on comparable deposits available directly from us, from the Destination Institutions at which the Deposit Accounts are held, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions.

### 8.2. Allocation Considerations

(a) ICS allocation process is subject to applicable law and may be affected by our objectives, IntraFi's objectives, or both, including administrative convenience, reduction of costs, and enhancement of profits.

(b) Participating institutions in ICS service may make compensatory payments resulting in payments to other participating institutions, or receive compensatory payments resulting from payments by other participating institutions, including compensatory payments that reflect the difference between an interest rate for deposits placed by an institution and a rate at which the receiving institution would otherwise pay interest.

### 8.3. Mutual Institution Rights

(a) Your funds may be placed in a Deposit Account at a Destination Institution that is in the mutual form of organization. Such a Deposit Account will be recorded on the records of the mutual institution in the name of the sub-custodian and not in your name. The sub-custodian will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own behalf or on your behalf.

(b) If we receive from the sub-custodian notice of a meeting of depositor members of a mutual institution or other materials or information relating to a mutual institution's mutual-to-stock conversion, we may forward such notice, materials, or information to you. If you wish

to receive such notice, materials, or information directly from the mutual institution, or if you wish to attend or vote at any meeting of the depositor members of the mutual institution or receive subscription rights, you must, before the applicable record date (a date that is usually at least one year before the mutual institution's board of directors adopts a plan of conversion), dismiss us as your custodian and have the Deposit Account recorded on the records of the mutual institution in your name pursuant to Section 2.2.

## 9. Conforming Changes

(a) If you signed a previous version of this Agreement that was captioned "IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Schedules 1 and 2 to this Agreement is the same as the content of Schedules 1 and 2 to the version that you signed, subject to the following changes:

(i) "IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement" is changed to "ICS Deposit Placement Agreement" and

(ii) "DDA-MMDA Option" is changed to "ICS."

(b) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Schedule 1 to this Agreement is the same as the content of Schedule 1 to the version that you signed, except that "Transaction Account," if it appears in the version that you signed, is changed to "Root Account."

(c) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Section 1 of Schedule 2 to this Agreement is as follows:

(i) If the version of the Agreement that you signed provided that we would place deposits for you only in DDAs, Section 1 of Schedule 2 is deemed to state: "We will place deposits for you in DDAs."

(ii) If the version of the Agreement that you signed provided that we would place deposits for you only in MMDAs, Section 1 of Schedule 2 is deemed to state: "We will place deposits for you in MMDAs."





(iii) If the version of the Agreement that you signed provided that we might place deposits for you in DDAs or MMDAs, Section 1 of Schedule 2 is deemed to state: "We may place deposits for you in DDAs or MMDAs."

(iv) If the version of the Agreement that you signed provided that an MMDA Program Withdrawal limit would apply and we have not informed you that we will not enforce such a limit, Section 1 of Schedule 2 is deemed to state, "You may use up to six MMDA Program Withdrawals per month."

(v) If the version you signed provided that an MMDA Program Withdrawal limit would not apply or we have informed you that we will not enforce such a limit, Section 1 of Schedule 2 is deemed to state, "No MMDA Program Withdrawal limit applies."

(d) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Section 2 of Schedule 2 to this Agreement is as follows:

(i) Section 2 of Schedule 2 is deemed to provide that we may use either the Reciprocal Feature or the One-Way Feature if (A) Schedule 4 to the version that you signed contained two check boxes, one stating that we might use either ICS Reciprocal or ICS One-Way and the other stating that we would use only ICS Reciprocal, and (B) the box stating that we might use either ICS Reciprocal or ICS One-Way was checked.

(ii) Section 2 of Schedule 2 is deemed to provide that we will use only the Reciprocal Feature if (A) Schedule 4 to the version that you signed contained two check boxes, one stating that we might use either ICS Reciprocal or ICS One-Way and the other stating that we would use only ICS Reciprocal, and (B) the box stating that we would use only ICS Reciprocal was checked.

(iii) Section 2 of Schedule 2 is deemed to provide that we will use only the One-Way Feature if Schedule 4 to the version that you signed contained no check boxes regarding the use of ICS Reciprocal or ICS One-Way.

(e) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, Section 3 of Schedule 2 is deemed to

include any depository institutions that you listed in the former Section 4 of this Agreement except to the extent that you have subsequently removed any such depository institution from your Exclusions List.

## 10. Other Provisions

### 10.1. Release and Use of Identifying Information

(a) We may provide information that identifies you ("*Identifying Information*"), including your name, your TIN or other Depositor Identifier, and information on your deposits, to a party that provides services in connection with ICS ("*Service Provider*"), including IntraFi and BNY Mellon. A Service Provider may use Identifying Information in providing services in connection with ICS.

(b) We or a Service Provider may also provide Identifying Information to a Destination Institution at which your funds are deposited, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with applicable law. In addition, we or a Service Provider may provide Identifying Information to the FDIC in connection with a deposit insurance claim.

(c) Except as provided in Section 10.1(a) or Section 10.1(b), we will not provide Identifying Information to any party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of IntraFi or BNY Mellon.

(d) IntraFi may use and disclose any and all analyses, comparisons, indexes, or other data or information assembled, compiled, or otherwise developed by IntraFi, including information regarding aggregated activity of ICS depositors, as long as it does not individually identify you.

### 10.2. Tax Reporting and Withholding

(a) To the extent required by applicable law, we will file with the U.S. Internal Revenue Service ("IRS"), and furnish to you, IRS Form 1099-INT or its equivalent, or IRS Form 1042-S or its equivalent, for interest paid on the Deposit Accounts by the Destination Institutions.

(b) If we are notified by the IRS that backup withholding is required for interest on the Deposit Accounts, or if we otherwise determine that we are required by applicable law to collect such backup withholding, we will collect it and pay it to the IRS.



### 10.3. Liability and Dispute Resolution

(a) We will maintain, directly or through a Service Provider, appropriate records of our placements for you. We will not place deposits for you through ICS at a Destination Institution that is the subject of a then-effective exclusion on your Exclusions List, at a Destination Institution that is the subject of a then-effective rejection by you, or at a Destination Institution under one Depositor Identifier in an amount that exceeds the SMDIA.

(b) If all or part of your funds in a Deposit Account at a Destination Institution are uninsured because of our failure to comply with the requirements set forth in Section 10.3(a), and if the Destination Institution fails and you do not otherwise recover the uninsured portion, we will reimburse you for your documented loss of the uninsured portion that you do not otherwise recover.

(c) SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN SECTION 10.3(b), AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND IN NO EVENT WILL INTRAFI OR BNY MELLON BE LIABLE, TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGE INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, INTRAFI, AND BNY MELLON WILL NOT HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR: (i) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (ii) DELAY IN ANY FDIC INSURANCE PAYMENT, (iii) THE FINANCIAL CONDITION OF ANY DESTINATION INSTITUTION OR THE ACCURACY OF ANY FINANCIAL INFORMATION ABOUT ANY DESTINATION INSTITUTION, OR (iv) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

(d) ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN THE CUSTODIAL AGREEMENT.

### 10.4. Miscellaneous

(a) This Agreement constitutes the entire agreement between you and us relating to the placement of deposits through ICS and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, whether written or oral, relating to any matter herein, and may not be amended by any oral representation or oral agreement. This Section 10.4(a) will not affect the validity of any written addenda to this Agreement into which we have entered with you.

(b) Schedule 1 and Schedule 2 are incorporated into and made part of this Agreement. We may amend this Agreement, including any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the amendment or, if no effective date is specified in the amendment, the date that is fourteen (14) days after we give you written notice of the amendment. We may provide written notice of the amendment by means of a posting on the DCP, an entry on your account statement, an email message, or a printed letter.

(c) Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited at the time of termination. In addition, the provisions of this Section 10.4 will survive termination.

(d) Except as provided in Section 2.2(d), this Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

(e) The headings in this Agreement are not intended to describe, interpret, define, or limit the scope, meaning, or intent of this Agreement or any clause in it. Except as otherwise specified, a reference to a Section is a reference to a section of this Agreement. A reference to a Schedule is a reference to a schedule to this Agreement. The term "applicable law" refers to all applicable statutes, rules, regulations, and judicial orders, whether federal, state, or local. The words "include," "includes," and "including" do not imply exclusion.

(f) This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement may be executed in counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. This Agreement and, unless otherwise



provided in the Custodial Agreement, the Custodial Agreement will be valid, binding, and enforceable against you and us when executed by one of the following means that we accept: (i) an original manual signature, (ii) a DocuSign® eSignature or another electronic signature that we accept, or (iii) a faxed, scanned (including in a Portable Document Format or

PDF document), or photocopied signature that we accept. Each DocuSign® eSignature, other electronic signature, or faxed, scanned, or photocopied signature that we accept shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original signature, and you and we waive any objection to the contrary.

The remainder of this page is intentionally left blank.



By signing below, you ("*Depositor*") and we ("*Relationship Institution*") agree to be legally bound by this ICS Deposit Placement Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

#### RELATIONSHIP INSTITUTION

Institution: Fidelity Bank, N.A.

Signature: \_\_\_\_\_

Name and title of authorized signatory:

Sara Six

AVP, Private Banking

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

#### SOLE OR PRIMARY DEPOSITOR

Depositor: City of Valley Center

Signature: \_\_\_\_\_

Name and title of authorized signatory (if not individual):

Chad Clinton Miller

Finance Director

Depositor TIN or approved alternate identifier (and type):

48-6004786

Email: cmiller@valleycenterks.org

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

#### ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: City of Valley Center - Mayor

Signature: \_\_\_\_\_

Depositor TIN or approved alternate identifier (and type):

\_\_\_\_\_

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

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

#### ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: City of Valley Center - Treasurer

Signature: \_\_\_\_\_

Depositor TIN or approved alternate identifier (and type):

\_\_\_\_\_

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

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

(Add signature lines as needed.)



## Schedule 1 to ICS Deposit Placement Agreement

### Program Deposits and Program Withdrawals

This **Schedule 1** is part of the ICS Deposit Placement Agreement (“*Agreement*”). Terms not defined in this Schedule 1 have the meanings, if any, assigned elsewhere in the Agreement.

#### 1. Specified Terms

- (a) For DDAs, the Target Balance, Minimum Sweep Amount, and Minimum Return Amount are as follows:

Target Balance	Minimum Sweep Amount	Minimum Return Amount
\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

- (b) For MMDAs, the Target Balance, Minimum Sweep Amount, and Minimum Return Amount are as follows:

Target Balance	Minimum Sweep Amount	Minimum Return Amount
\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

- (c) The Same-Day Deposit Cutoff Time is as follows:

<input type="text" value="12:00"/>	<input type="checkbox"/> AM	<input checked="" type="checkbox"/> PM	<input type="checkbox"/> Eastern	<input checked="" type="checkbox"/> Central	<input type="checkbox"/> Mountain	<input type="checkbox"/> Pacific
(insert time)	(check AM or PM)		(check time zone)			

Daylight Saving Time applies when nationally in effect unless checked here ☐

#### 2. Program Deposits

(a) The Triggering Event for a Regular Program Deposit is a net change in your Root Account balance that causes it to exceed the Target Balance by more than the Minimum Sweep Amount. After posting all your Root Account activity for a Business Day, we will determine whether your Root Account balance exceeds the Target Balance by more than the Minimum Sweep Amount. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the amount by which your Root Account balance exceeds the Target Balance to the Deposit Accounts at ICS Settlement on the next Business Day.

(b) The Triggering Event for a Same-Day Program Deposit is a Same-Day Program Deposit request by you that we receive and accept before the Same-Day Deposit Cutoff Time on a Business Day. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to the Deposit Accounts at ICS Settlement later on the same Business Day.

(c) If a Triggering Event for a Program Deposit occurs, we may debit the Root Account and credit a holding account before the transfer of funds to the Deposit Accounts occurs at ICS Settlement.

#### 3. Program Withdrawals

(a) All Program Withdrawals will be Regular Program Withdrawals, which occur on the Business Day following the Triggering Event. The Triggering Event for a Program Withdrawal is a net change in your Root Account balance, after the posting of all your Root Account activity for a Business Day, that causes it (exclusive of any amounts that we credit as advances in anticipation of a Program Withdrawal) to be less than the Target Balance by more than the Minimum Return Amount. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer an amount from the Deposit Accounts at ICS Settlement on the next Business Day, up to the available amount in the Deposit Accounts, sufficient to restore your Root Account balance to the Target Balance.

(b) Subject to the terms and conditions of this Agreement, and subject to the rules and cutoff times that otherwise apply to root accounts with us, we will honor your debit transactions in the Root Account so long as the sum of your Root Account balance and your balance in the Deposit Accounts of the applicable type, after taking into account any pending



Program Deposits and any pending Program Withdrawals, is not less than zero. We will do so even if the amount of the debit transaction exceeds your Root Account balance. You will owe us any amounts that we credit as advances in anticipation of a Program Deposit and we will retain those amounts from the funds we receive at ICS Settlement.

(c) If a Triggering Event for a Program Withdrawal occurs, we may credit the Root Account and debit a holding account before the transfer of funds from the Deposit Accounts occurs at ICS Settlement.



## Schedule 2 to ICS Deposit Placement Agreement

### Account Type, Placement Feature, and Exclusions

This **Schedule 2** is part of the ICS Deposit Placement Agreement (“*Agreement*”). Terms not defined in this Schedule 2 have the meanings, if any, assigned elsewhere in the Agreement.

#### 1. Account Type

☐

We will place deposits for you in DDAs.

☐

We will place deposits for you in MMDAs.

☐

You may use up to six MMDA Program Withdrawals per month.

☒

We may place deposits for you in DDAs or in MMDAs.

→

☒

No per-month MMDA Program Withdrawal limit applies.

(Check one above.)

(If MMDAs will or may be used, check one above.)

#### 2. Placement Feature

☒

We may use the Reciprocal Feature, the One-Way Feature, or both in placing deposits for you.

☐

We will use only the Reciprocal Feature in placing deposits for you.

☐

We will use only the One-Way Feature in placing deposits for you.

(Check one above.)

#### 3. Exclusions

(a) You may place depository institutions on your Exclusions List by identifying them in the list below, unless we specify another means by which you will provide your Exclusions List.

(b) The Exclusions List should include the city and state of the depository institution’s main office (rather than the city and state of a branch location). The Exclusions List may also include the institution’s FDIC certificate number or transit routing number. If you do not list any exclusions enter “none” under Name of Institution on the first line (but your signature after a blank list will constitute your acknowledgment that you have not listed any exclusions).



(c) Exclusions List:

Name of Depository Institution	City and State	FDIC Certificate or Routing Number

(Add lines if necessary.)

\_\_\_\_\_  
Signature of sole or primary Depositor



## Custodial Agreement

You, the undersigned, enter into this Custodial Agreement (“*Agreement*”) with the following financial institution (“*we*” or “*us*”):

Fidelity Bank, N.A.

1. Pursuant to this Agreement, you authorize us to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established pursuant to the CDARS Deposit Placement Agreement, the ICS Deposit Placement Agreement, or a predecessor agreement (“*Deposit Accounts*”) for funds of yours placed as deposits through CDARS®, the Certificate of Deposit Account Registry Service®, or ICS, the IntraFi® Cash Service, and all your security entitlements and other related interests and assets with respect to the Deposit Accounts (“*Related Entitlements*”). The custodial account in which we will hold the Deposit Accounts and Related Entitlements (“*Custodial Account*”) comprises all the CDARS and ICS custodial accounts that we maintain for you.

2. As your custodian, we may (i) cause the Deposit Accounts to be titled in our name or in the name of our sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to the Deposit Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) in accordance with your instructions, deposit your funds in, or withdraw your funds from, the Deposit Accounts, (v) in accordance with your instructions, deliver or transfer funds from another account with us to the Deposit Accounts or deliver or transfer funds from the Deposit Accounts to another account with us, (vi) for Deposit Accounts that are time deposits, surrender for payment for your account maturing CDs and those for which early withdrawal is requested, (vii) execute and deliver or file on your behalf all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name you when required for the purpose of the instrument, and (viii) take such other actions as are customary or necessary to effectuate the purposes of this Agreement.

3. For purposes of Article 8 of the Uniform Commercial Code in applicable state law (“*UCC*”), we will act as your securities intermediary for, and will treat as financial assets, any Deposit Accounts and Related Entitlements that we hold for you pursuant to this Agreement. The Custodial Account will be a securities account, as defined in the UCC.

4. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for records research, imaging, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to any minimum fee we charge for complying with legal processes.

5. We may honor any legal process that is served personally, by mail, or by electronic mail or facsimile transmission at any of our offices or an office of our agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.

6. We will have no liability to you for any good-faith act or omission by us in connection with this Agreement. You agree to indemnify us and our sub-custodian, and to hold us and our sub-custodian harmless from, all expenses (including counsel fees), liabilities, and claims arising out of any good-faith act or omission by us in connection with this Agreement or compliance with any legal process relating to the Custodial Account that we believe (correctly or otherwise) to be valid. You agree to pay any service charges that we impose on the Custodial Account.

7. You may be an individual in an individual capacity, more than one individual in a joint capacity, or a trust, partnership, corporation, or other legal entity. We may accept instructions on your behalf from any individual who signs this Agreement as or on behalf of a Depositor and from any of the following individuals:

Name	Title or Legal Capacity
Chad Clint Miller	Finance Director
James Jet Truman	Mayor
Desirae Womack	Treasurer
Ben Anderson	City Council President

(Add lines if necessary.)

The remainder of this page is intentionally left blank.

By signing below, you ("*Depositor*") and we ("*Relationship Institution*") agree to be legally bound by this Custodial Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

RELATIONSHIP INSTITUTION

Institution: Fidelity Bank, N.A.

Signature: \_\_\_\_\_

Name and title of authorized signatory:

Sara Six

AVP, Private Banking

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

SOLE OR PRIMARY DEPOSITOR

Depositor: City of Valley Center

Signature: \_\_\_\_\_

Name and title of authorized signatory (if not individual):

Chad Clinton Miller

Finance Director

Depositor TIN or approved alternate identifier (and type):

48-6004786

Email: cmiller@valleycenterks.org

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

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: City of Valley Center - Mayor

Signature: \_\_\_\_\_

Depositor TIN or approved alternate identifier (and type):

\_\_\_\_\_

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

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

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: City of Valley Center - Treasurer

Signature: \_\_\_\_\_

Depositor TIN or approved alternate identifier (and type):

\_\_\_\_\_

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

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

(Add signature lines as needed.)

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

**C. RESOLUTION 767-24; AUTHORIZATION FOR INTRA-FI**  
**ACCOUNT – FIDELITY BANK:**

Should Council choose to  
proceed

**RECOMMENDED ACTION**

**Staff recommends motion to adopt Resolution 767-24, expanding the investment option with Fidelity Bank for the City of Valley Center with an IntraFI account.**

**And**

**Staff recommends motion to approve Clint Miller, Desirae Womack and Mayor James Truman and Council President Anderson as authorized signers on Fidelity Bank - City of Valley Center IntraFi account.**

**NEW BUSINESS**

**D. GOLD STAR AWARD: APPROVAL OF END OF YEAR BONUS AND  
ADDITIONAL DAY OFF:**

The City of Valley Center again received the Gold Star award from the Kansas Municipal Insurance Trust. A municipality is awarded a Gold Star based on safety procedures and accident claims. A discount is applied to workman's compensation premiums depending on level of award.

City Administrator Clark will recommend Mayor and Council recognize the hard work employees have done to earn the Gold Award by granting one additional paid day off on December 24, 2023, and a \$100.00 after tax bonus be paid to full time employees and a \$50.00 bonus be paid to less than full-time employees who have worked at least 100 hours.

**NEW BUSINESS**

**RECOMMENDED ACTION**

**D. GOLD STAR AWARD: APPROVAL OF END OF YEAR BONUS AND  
ADDITIONAL DAY OFF:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion of approval of granting one additional paid day off on December 24, 2024, and a \$100.00 after tax bonus be paid to full time employees and a \$50.00 bonus be paid to less than full-time employees who have worked at least 100 hours.**

## **NEW BUSINESS**

### **E. APPROVAL OF STREET CLOSURES-CHAMBER OF COMMERCE:**

City staff received request from the Valley Center Chamber of Commerce for closure of 100-200 W. Main St. on October 29, 2024, for the annual Trick or Treat event. Public Safety personnel have reviewed the request and support the event. Streets would be closed from 3:00-8:00pm with event from 5:00-7:00pm.

- Letter of Request-Chamber of Commerce



Valley Center Chamber of Commerce  
209 West Main Street, Suite B  
Post Office Box 382  
Valley Center, Kansas 67147

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MISSION: The Valley Center Chamber of Commerce is dedicated to connecting businesses and business owners in Valley Center with the support and resources to develop, sustain, grow and stand out in the community

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Dear Mayor Truman and members of the City Council,

Along with the Valley Center Department of Public Safety and Valley Center Main Street the Chamber of Commerce is once again hosting a trick or treat street event. This year's event will be held on Tuesday, October 29<sup>th</sup> from 5-7 PM. Just like in 2023 and prior years, we will host our normal walk-through trick or treat event for the community this year.

We are requesting the following;

- Closure of the 100 & 200 blocks of Main Street from 3-8 PM

Thank you for your time and consideration,

Allison Clubb  
Executive Director  
Valley Center Chamber of Commerce



**NEW BUSINESS**

**RECOMMENDED ACTION**

**E. APPROVAL OF STREET CLOSURES-CHAMBER OF COMMERCE:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion of approval of closure of 100-200 W. Main St. on October 29, 2024, from 3:00pm to 8:00pm for annual Trick or Treat event**

**CONSENT AGENDA**

- A. APPROPRIATION ORDINANCE – OCTOBER 15, 2024**
- B. TREASURER’S REPORT–SEPTEMBER 2024**
- C. CHECK RECONCILIATION - SEPTEMBER 2024**
- D. REVENUE AND EXPENSE REPORT – SEPTEMBER 2024**
- E. ECONOMIC DEVELOPMENT BOARD MINUTES – OCTOBER 2, 2024**
- F. PLANNING AND ZONING BOARD MINUTES – SEPTEMBER 24, 2024**

**RECOMMENDED ACTION:**

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

## **CONSENT AGENDA**

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

Below is the proposed Appropriation Ordinance for October 15, 2024, as prepared by City Staff.

### **October 15, 2024, Appropriation**

<b>Total</b>	<b>\$ 2,219,747.26</b>
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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0014	WICHITA WINWATER WORKS CO.							
I-202409242303	WICHITA WINWATER WORKS CO.	R	9/27/2024	428.02		057199		428.02
0025	MIKE JOHNSON SALES, INC.							
I-202409242301	MIKE JOHNSON SALES, INC.	R	9/27/2024	17.00		057200		17.00
0061	VALLEY CENTER PUBLIC LIBRARY							
I-202409242296	VALLEY CENTER PUBLIC LIBRARY	R	9/27/2024	24,952.99		057201		24,952.99
0098	VALLEY CENTER POSTMASTER							
I-202409242298	VALLEY CENTER POSTMASTER	R	9/27/2024	6,000.00		057202		6,000.00
0147	TRAFFIC CONTROL SERVICES, INC.							
I-202409242300	TRAFFIC CONTROL SERVICES, INC.	R	9/27/2024	4,444.25		057203		4,444.25
0150	AT&T MOBILITY							
I-202409232295	AT&T MOBILITY	R	9/27/2024	226.15		057204		226.15
0254	CITY OF WICHITA							
I-202409232294	CITY OF WICHITA	R	9/27/2024	68,719.91		057205		68,719.91
0587	DELL FINANCIAL SERVICES, LLC							
I-202409232293	DELL FINANCIAL SERVICES, LLC	R	9/27/2024	561.68		057206		561.68
0623	CORE & MAIN							
I-202409252307	CORE & MAIN	R	9/27/2024	473.80		057207		473.80
0824	GALLS, LLC							
I-202409252308	GALLS, LLC	R	9/27/2024	580.60		057208		580.60
1004	IMAGINE IT, INC.							
I-202409242299	IMAGINE IT, INC.	R	9/27/2024	8,099.77		057209		8,099.77
1039	GRAINGER							
I-202409242302	GRAINGER	R	9/27/2024	664.17		057210		664.17
1162	CUT RATES LAWN CARE LLC							
I-202409242297	CUT RATES LAWN CARE LLC	R	9/27/2024	870.00		057211		870.00
1297	BURNS & MCDONNELL/CAS CONSTRUC							
I-202409252305	BURNS & MCDONNELL/CAS CONSTRUC	R	9/27/2024	450,000.00		057212		450,000.00
1416	MOUNTAINLAND SUPPLY COMPANY							
I-202409242304	MOUNTAINLAND SUPPLY COMPANY	R	9/27/2024	1,376.93		057213		1,376.93

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0090	MCCULLOUGH EXCAVATION INC							
I-202409262309	MCCULLOUGH EXCAVATION INC	R	9/27/2024	595,807.23		057215		595,807.23
1	SIMS, TYLER							
I-000202410022350	SIMS, TYLER:	R	10/04/2024	1,000.00		057216		1,000.00
0035	BARRY ARBUCKLE							
I-202409302321	BARRY ARBUCKLE	R	10/04/2024	800.00		057217		800.00
0042	LARRY LINN							
I-202409302317	LARRY LINN	R	10/04/2024	1,700.00		057218		1,700.00
0069	KANSAS DEPT REVENUE							
I-202409302312	KANSAS DEPT REVENUE	R	10/04/2024	2,157.04		057219		2,157.04
0077	KANSAS OFFICE OF THE TREASURER							
I-202410022347	KANSAS OFFICE OF THE TREASURER	R	10/04/2024	630.00		057220		630.00
0113	VALLEY PRINT LOGISTICS							
I-202409302313	VALLEY PRINT LOGISTICS	R	10/04/2024	853.44		057221		853.44
0154	ASSESSMENT STRATEGIES, LLC							
I-202410022341	ASSESSMENT STRATEGIES, LLC	R	10/04/2024	315.00		057222		315.00
0156	BEALL & MITCHELL, LLC							
I-202409302319	BEALL & MITCHELL, LLC	R	10/04/2024	1,850.00		057223		1,850.00
0162	CIVIC PLUS							
I-202410012331	CIVIC PLUS	R	10/04/2024	1,931.31		057224		1,931.31
0179	INTERLINGUAL INTERPRETING SERV							
I-202410012332	INTERLINGUAL INTERPRETING SERV	R	10/04/2024	67.50		057225		67.50
0183	KANSAS ONE-CALL SYSTEM, INC							
I-202410022338	KANSAS ONE-CALL SYSTEM, INC	R	10/04/2024	279.60		057226		279.60
0196	P E C (PROFESSIONAL ENGINEERIN							
I-202410022345	P E C (PROFESSIONAL ENGINEERIN	R	10/04/2024	68,738.30		057227		68,738.30
0351	WICHITA STATE UNIVERSITY							
I-202409302324	WICHITA STATE UNIVERSITY	R	10/04/2024	474.00		057228		474.00
0427	CINTAS CORPORATION NO 2							
I-202410022340	CINTAS CORPORATION NO 2	R	10/04/2024	941.20		057229		941.20

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0457	CHRISTOPHER MICHAEL LEE DAVIS,							
I-202409302318	CHRISTOPHER MICHAEL LEE DAVIS,	R	10/04/2024	125.00		057230		125.00
0600	KANSAS RECREATION & PARK ASSOC							
I-202410022337	KANSAS RECREATION & PARK ASSOC	R	10/04/2024	100.00		057231		100.00
0601	JOY K. WILLIAMS, ATTORNEY AT L							
I-202409302320	JOY K. WILLIAMS, ATTORNEY AT L	R	10/04/2024	1,350.00		057232		1,350.00
0623	CORE & MAIN							
I-202410022339	CORE & MAIN	R	10/04/2024	6,360.00		057233		6,360.00
0799	ELITE FRANCHISING INC DBA JANI							
I-202409302314	ELITE FRANCHISING INC DBA JANI	R	10/04/2024	70.00		057234		70.00
0824	GALLS, LLC							
I-202410032351	GALLS, LLC	R	10/04/2024	62.44		057235		62.44
0845	SODSHOP							
I-202410012325	SODSHOP	R	10/04/2024	603.38		057236		603.38
0898	GREATER WICHITA YMCA							
I-202410012329	GREATER WICHITA YMCA	R	10/04/2024	43.75		057237		43.75
0924	KANSAS FLAGPOLE							
I-202410022344	KANSAS FLAGPOLE	R	10/04/2024	1,392.00		057238		1,392.00
0944	CONKLIN CARS NEWTON FORD LINCO							
I-202410022336	CONKLIN CARS NEWTON FORD LINCO	R	10/04/2024	3,235.84		057239		3,235.84
1004	IMAGINE IT, INC.							
I-202410012328	IMAGINE IT, INC.	R	10/04/2024	8,559.27		057240		8,559.27
1039	GRAINGER							
I-202410012326	GRAINGER	R	10/04/2024	86.22		057241		86.22
1082	T-MOBILE							
I-202410012330	T-MOBILE	R	10/04/2024	105.00		057242		105.00
1094	EMC INSURANCE COMPANIES							
I-202409302315	EMC INSURANCE COMPANIES	R	10/04/2024	3,000.00		057243		3,000.00
1242	MUNIHUB							
I-202410022348	MUNIHUB	R	10/04/2024	1,000.00		057244		1,000.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1255	FIRE SAFETY EDUCATION							
I-202409302323	FIRE SAFETY EDUCATION	R	10/04/2024	1,440.00		057245		1,440.00
1286	MCCOWNGORDON CONSTRUCTION, LLC							
I-202410022349	MCCOWNGORDON CONSTRUCTION, LLC	R	10/04/2024	942,898.27		057246		942,898.27
1386	HUFF'S TREE SERVICE, LLC							
I-202410022346	HUFF'S TREE SERVICE, LLC	R	10/04/2024	3,630.00		057247		3,630.00
1418	GODFREY'S INDOOR SHOOTING & AR							
I-202410012327	GODFREY'S INDOOR SHOOTING & AR	R	10/04/2024	134.47		057248		134.47

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	49	2,219,155.53	0.00	2,219,155.53
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	
TOTAL ERRORS:	0			
	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 02 BANK: APBK TOTALS:	49	2,219,155.53	0.00	2,219,155.53

BANK: APBK INTRUST CHECKING

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0157	KYLE FIEDLER							
I-202409252306	KYLE FIEDLER	R	9/27/2024	253.32		057214		253.32
0085	STACY SHAY							
I-202410022343	STACY SHAY	R	10/04/2024	338.41		057249		338.41

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2	591.73	0.00	591.73
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 03 BANK: APBK TOTALS:	2	591.73	0.00	591.73
BANK: APBK TOTALS:	51	2,219,747.26	0.00	2,219,747.26
REPORT TOTALS:	51	2,219,747.26	0.00	2,219,747.26



SELECTION CRITERIA

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

CHECK SELECTION

CHECK RANGE: 057199 THRU 057249  
DATE RANGE: 0/00/0000 THRU 99/99/9999  
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99  
INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES  
PRINT G/L: NO  
UNPOSTED ONLY: NO  
EXCLUDE UNPOSTED: NO  
MANUAL ONLY: NO  
STUB COMMENTS: NO  
REPORT FOOTER: NO  
CHECK STATUS: NO  
PRINT STATUS: \* - All

**CONSENT AGENDA**

**B. TREASURER'S REPORT – SEPTEMBER 2024:**

MTD TREASURERS REPORT

AS OF: SEPTEMBER 30TH, 2024

FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	M-T-D EXPENSES	CASH BASIS BALANCE	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
010-GENERAL FUND	2,176,610.57	289,993.66	272,347.36	2,194,256.87	0.00	( 1,010.24)	2,193,246.63
020-SPECIAL PARKS AND REC	38,700.96	1,634.89	0.00	40,335.85	0.00	0.00	40,335.85
030-SPECIAL ALCOHOL AND DRUGS	13,865.94	1,574.35	0.00	15,440.29	0.00	0.00	15,440.29
040-POOL/REC SALES TAX	4,875,091.50	115,641.84	2,402.30	4,988,331.04	0.00	0.00	4,988,331.04
050-TIF FUND	1,207,498.77	3,123.06	18,158.90	1,192,462.93	0.00	0.00	1,192,462.93
110-EMPLOYEE BENEFITS	393,650.53	88,349.60	138,171.92	343,828.21	0.00	0.00	343,828.21
126-BUILDING EQUIP RESERVE	67,475.45	186.67	0.00	67,662.12	0.00	0.00	67,662.12
127-EQUIPMENT RESERVE	374,627.07	938.40	0.00	375,565.47	0.00	0.00	375,565.47
130-FLEET MANAGEMENT FUND	37,223.50	40.36	22,021.33	15,242.53	0.00	0.00	15,242.53
140-LIBRARY	857.91	24,952.99	24,952.99	857.91	0.00	0.00	857.91
150-SPECIAL HIGHWAY	582,792.73	97,702.21	43,219.57	637,275.37	0.00	367.26	637,642.63
160-EMERGENCY EQUIPMENT	140,856.36	7,004.04	4,444.25	143,416.15	0.00	0.00	143,416.15
161-PUBLIC SAFETY TRAINING	8,822.66	355.00	0.00	9,177.66	0.00	0.00	9,177.66
225-PARK BEAUTIFICATION FUND	2,215.33	0.00	0.00	2,215.33	0.00	0.00	2,215.33
240-D.A.R.E.	1,678.04	0.00	0.00	1,678.04	0.00	0.00	1,678.04
250-DRUG TAX DISTRIBUTION	3,491.42	0.00	0.00	3,491.42	0.00	0.00	3,491.42
260-LAW ENFORCE BLOCK GRANT	0.15	0.00	0.00	0.15	0.00	0.00	0.15
280-ADSAP	1,071.19	0.00	0.00	1,071.19	0.00	0.00	1,071.19
350-CAPITAL PROJECTS FUND	480,625.03	2,255.18	1,064,751.61	( 581,871.40)	0.00	0.00	( 581,871.40)
410-BOND & INTEREST	1,731,118.08	97,820.53	0.00	1,828,938.61	0.00	0.00	1,828,938.61
420-LAND BANK RESERVE	79,543.49	186.67	5,070.00	74,660.16	0.00	0.00	74,660.16
510-GIFTS AND GRANTS	6,861.33	70.18	0.00	6,931.51	0.00	0.00	6,931.51
520-STATE/FEDERAL GRANT MNGMT	432,951.59	1,079.66	0.00	434,031.25	0.00	0.00	434,031.25
610-WATER OPERATING	3,354,304.89	226,629.34	116,091.51	3,464,842.72	( 21,973.71)	( 49.07)	3,486,767.36
612-STORMWATER UTILITY FUND	504,625.07	29,218.87	1,432.60	532,411.34	( 116.39)	0.00	532,527.73
613-SOLID WASTE UTILITY	170,055.37	50,706.78	48,033.60	172,728.55	( 626.41)	0.00	173,354.96
619-WATER SURPLUS RESERVE	566,350.92	1,412.64	0.00	567,763.56	0.00	0.00	567,763.56
620-SEWER OPERATING	1,777,206.21	128,095.47	31,316.02	1,873,985.66	( 1,254.13)	21.49	1,875,261.28
628-SEWER SURPLUS RESERVE	237,688.75	630.64	0.00	238,319.39	0.00	0.00	238,319.39
GRAND TOTAL	19,267,860.81	1,169,603.03	1,792,413.96	18,645,049.88	( 23,970.64)	( 670.56)	18,668,349.96
	=====	=====	=====	=====	=====	=====	=====

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

**CONSENT AGENDA**

**C. CHECK RECONCILIATION – SEPTEMBER 2024:**

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

CHECK: 000000  
October 15, 2024  
City Council Agenda / Page 94  
CLEAR DATE: 0/00/0000 THRU 99/99/9999  
STATEMENT: 0/00/0000 THRU 99/99/9999  
VOIDED DATE: 0/00/0000 THRU 99/99/9999  
AMOUNT: 0.00 THRU 999,999,999.99  
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT---	STATUS	FOLIO	CLEAR DATE
BANK DRAFT:								
1000-001.000	9/06/2024	BANK-DRAFT	001882	KANSAS DEPT OF REVENUE	5,395.69CR	POSTED	A	9/09/2024
1000-001.000	9/06/2024	BANK-DRAFT	001883	KANSAS PAYMENT CENTER	884.50CR	POSTED	A	9/09/2024
1000-001.000	9/06/2024	BANK-DRAFT	001884	KPERS	25,355.60CR	POSTED	A	9/09/2024
1000-001.000	9/06/2024	BANK-DRAFT	001885	EMPOWER FINANCIAL	2,899.00CR	POSTED	A	9/10/2024
1000-001.000	9/06/2024	BANK-DRAFT	001886	IRS- DEPARTMENT OF THE TREASUR	24,786.17CR	POSTED	A	9/09/2024
1000-001.000	9/06/2024	BANK-DRAFT	001887	MID AMERICAN CREDIT UNION	523.46CR	POSTED	A	9/09/2024
1000-001.000	9/20/2024	BANK-DRAFT	001888	KANSAS DEPT OF REVENUE	5,807.35CR	POSTED	A	9/24/2024
1000-001.000	9/20/2024	BANK-DRAFT	001889	KANSAS PAYMENT CENTER	884.50CR	POSTED	A	9/24/2024
1000-001.000	9/20/2024	BANK-DRAFT	001890	KPERS	25,997.20CR	POSTED	A	9/24/2024
1000-001.000	9/20/2024	BANK-DRAFT	001891	EMPOWER FINANCIAL	2,899.00CR	POSTED	A	9/30/2024
1000-001.000	9/20/2024	BANK-DRAFT	001892	IRS- DEPARTMENT OF THE TREASUR	27,017.63CR	POSTED	A	9/24/2024
1000-001.000	9/20/2024	BANK-DRAFT	001893	MID AMERICAN CREDIT UNION	523.46CR	POSTED	A	9/24/2024
1000-001.000	9/27/2024	BANK-DRAFT	001899	IRS- DEPARTMENT OF THE TREASUR	68.90CR	CLEARED	A	10/02/2024
1000-001.000	9/30/2024	BANK-DRAFT	001894	KANSAS GAS SERVICE	839.54CR	POSTED	A	9/30/2024
1000-001.000	9/30/2024	BANK-DRAFT	001895	EVERGY KANSAS CENTRAL, IVOIDED	25,364.97CR	VOIDED	A	9/30/2024
1000-001.000	9/30/2024	BANK-DRAFT	001896	KANSAS DEPT OF REVENUE	1,758.26CR	POSTED	A	9/30/2024
1000-001.000	9/30/2024	BANK-DRAFT	001897	WEX BANK	7,852.34CR	POSTED	A	9/30/2024
1000-001.000	9/30/2024	BANK-DRAFT	001898	ENTERPRISE FLEET MANAGEMENT	22,021.33CR	POSTED	A	9/24/2024
1000-001.000	9/30/2024	BANK-DRAFT	001900	ALLIED BENEFIT-ATF2	87,931.13CR	POSTED	A	9/30/2024
1000-001.000	9/30/2024	BANK-DRAFT	001901	EVERGY KANSAS CENTRAL, INC.	24,022.01CR	POSTED	A	9/30/2024
1000-001.000	9/30/2024	BANK-DRAFT	001902	ALLIED BENEFIT-ATF2	5,901.67CR	POSTED	A	9/30/2024
1000-001.000	9/30/2024	BANK-DRAFT	001903	FLEXIBLE BENEFIT SERVICE CORPO	3,662.66CR	POSTED	A	9/30/2024
CHECK:								
1000-001.000	9/06/2024	CHECK	057108	DESIRAE WOMACK	370.22CR	POSTED	A	9/10/2024
1000-001.000	9/06/2024	CHECK	057109	KYLE FIEDLER	250.00CR	POSTED	A	9/17/2024
1000-001.000	9/06/2024	CHECK	057110	BARRY ARBUCKLE	800.00CR	POSTED	A	9/17/2024
1000-001.000	9/06/2024	CHECK	057111	LARRY LINN	1,700.00CR	POSTED	A	9/18/2024
1000-001.000	9/06/2024	CHECK	057112	CITY OF NEWTON	200.00CR	POSTED	A	9/17/2024
1000-001.000	9/06/2024	CHECK	057113	KANSAS OFFICE OF THE TREASURER	2,420.54CR	POSTED	A	9/10/2024
1000-001.000	9/06/2024	CHECK	057114	LKM - LEAGUE OF KANSAS MUNICIP	150.00CR	POSTED	A	9/24/2024
1000-001.000	9/06/2024	CHECK	057115	VALLEY PRINT LOGISTICS	650.57CR	POSTED	A	9/17/2024
1000-001.000	9/06/2024	CHECK	057116	BEALL & MITCHELL, LLC	1,850.00CR	POSTED	A	9/17/2024
1000-001.000	9/06/2024	CHECK	057117	INTERLINGUAL INTERPRETING SERV	90.00CR	POSTED	A	9/17/2024
1000-001.000	9/06/2024	CHECK	057118	KANSAS ONE-CALL SYSTEM, INC	346.80CR	POSTED	A	9/24/2024
1000-001.000	9/06/2024	CHECK	057119	P E C (PROFESSIONAL ENGINEERIN	23,204.40CR	POSTED	A	9/10/2024
1000-001.000	9/06/2024	CHECK	057120	SUMNERONE, INC.	69.53CR	POSTED	A	9/17/2024
1000-001.000	9/06/2024	CHECK	057121	RURAL WATER DISTRICT #2	17.54CR	POSTED	A	9/09/2024
1000-001.000	9/06/2024	CHECK	057122	SEDGWICK COUNTY	2,021.99CR	POSTED	A	9/10/2024
1000-001.000	9/06/2024	CHECK	057123	CHRISTOPHER MICHAEL LEE DAVIS,	125.00CR	POSTED	A	9/24/2024
1000-001.000	9/06/2024	CHECK	057124	BRYAN'S HEATING & AIR CONDITIO	1,253.50CR	POSTED	A	9/17/2024
1000-001.000	9/06/2024	CHECK	057125	JOY K. WILLIAMS, ATTORNEY AT L	1,350.00CR	POSTED	A	9/17/2024
1000-001.000	9/06/2024	CHECK	057126	ELITE FRANCHISING INC DBA JANI	2,021.40CR	POSTED	A	9/17/2024
1000-001.000	9/06/2024	CHECK	057127	GALLS, LLC	276.64CR	POSTED	A	9/17/2024

COMPANY: 999 - POOLED CASH FUND  
ACCOUNT: 1000-001.000 POOLED CASH  
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FOLIO: All

CHECK: 1000-001.000  
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AMOUNT: 0.00 THRU 999,999,999.99  
CHECK NUMBER: 000000 THRU 999999

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ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000-001.000	9/06/2024	CHECK	057128	GREATER WICHITA YMCA	50.00CR	POSTED	A	9/17/2024
1000-001.000	9/06/2024	CHECK	057129	IMAGINE IT, INC.	1,668.00CR	POSTED	A	9/18/2024
1000-001.000	9/06/2024	CHECK	057130	RED EQUIPMENT LLC.	1,847.51CR	POSTED	A	9/17/2024
1000-001.000	9/06/2024	CHECK	057131	T-MOBILE	105.00CR	POSTED	A	9/17/2024
1000-001.000	9/06/2024	CHECK	057132	FOSTER DESIGN ASSOCIATES LLC	5,070.00CR	POSTED	A	9/17/2024
1000-001.000	9/06/2024	CHECK	057133	CUT RATES LAWN CARE LLC	1,625.00CR	POSTED	A	9/17/2024
1000-001.000	9/06/2024	CHECK	057134	WICHITA METRO CRIME COMMISSION	300.00CR	POSTED	A	9/17/2024
1000-001.000	9/06/2024	CHECK	057135	ARC PHYSICAL THERAPY PLUS LP	35.00CR	POSTED	A	9/17/2024
1000-001.000	9/06/2024	CHECK	057136	WORKSTERPS, INC.	225.00CR	POSTED	A	9/24/2024
1000-001.000	9/06/2024	CHECK	057137	IDEATEK TELECOM, LLC.	1,771.92CR	POSTED	A	9/17/2024
1000-001.000	9/06/2024	CHECK	057138	KANSAS MOBILE THRONE	150.00CR	POSTED	A	9/10/2024
1000-001.000	9/06/2024	CHECK	057139	DONE RIGHT LAWN CARE LLC.	600.00CR	POSTED	A	9/17/2024
1000-001.000	9/06/2024	CHECK	057140	LIBERTY COMMUNITIES	5,736.99CR	POSTED	A	9/10/2024
1000-001.000	9/13/2024	CHECK	057141	HASKINS, DIANE	106.00CR	OUTSTND	A	0/00/0000
1000-001.000	9/13/2024	CHECK	057142	JONES, AMBER	548.77CR	POSTED	A	9/18/2024
1000-001.000	9/13/2024	CHECK	057143	JONES, ULYSESS	136.08CR	POSTED	A	9/24/2024
1000-001.000	9/13/2024	CHECK	057144	VOID CHECK	0.00	POSTED	A	9/17/2024
1000-001.000	9/13/2024	CHECK	057145	VOID CHECK	0.00	POSTED	A	9/17/2024
1000-001.000	9/13/2024	CHECK	057146	VOID CHECK	0.00	POSTED	A	9/17/2024
1000-001.000	9/13/2024	CHECK	057147	VOID CHECK	0.00	POSTED	A	9/17/2024
1000-001.000	9/13/2024	CHECK	057148	VOID CHECK	0.00	POSTED	A	9/17/2024
1000-001.000	9/13/2024	CHECK	057149	VOID CHECK	0.00	POSTED	A	9/17/2024
1000-001.000	9/13/2024	CHECK	057150	KRISTI CARRITHERS	103.96CR	POSTED	A	9/24/2024
1000-001.000	9/13/2024	CHECK	057151	CLINT MILLER	303.22CR	POSTED	A	9/18/2024
1000-001.000	9/13/2024	CHECK	057152	KYLE FIEDLER	309.60CR	POSTED	A	9/17/2024
1000-001.000	9/13/2024	CHECK	057153	HAMPEL OIL DISTRIBUTIONS, INC.	611.39CR	POSTED	A	9/24/2024
1000-001.000	9/13/2024	CHECK	057154	AT&T MOBILITY	898.98CR	POSTED	A	9/24/2024
1000-001.000	9/13/2024	CHECK	057155	ARK VALLEY NEWS	449.92CR	POSTED	A	9/17/2024
1000-001.000	9/13/2024	CHECK	057156	USA BLUEBOOK	601.24CR	POSTED	A	9/24/2024
1000-001.000	9/13/2024	CHECK	057157	CORE & MAIN	786.60CR	POSTED	A	9/24/2024
1000-001.000	9/13/2024	CHECK	057158	WICHITA KENWORTH	22.20CR	POSTED	A	9/17/2024
1000-001.000	9/13/2024	CHECK	057159	KONICA MINOLTA BUSINESS SOLUTI	62.63CR	POSTED	A	9/24/2024
1000-001.000	9/13/2024	CHECK	057160	GALLS, LLC	55.62CR	POSTED	A	9/24/2024
1000-001.000	9/13/2024	CHECK	057161	WASTE CONNECTIONS OF KANSAS, I	46,043.60CR	POSTED	A	9/24/2024
1000-001.000	9/13/2024	CHECK	057162	ABCD TECH	45.00CR	POSTED	A	9/18/2024
1000-001.000	9/13/2024	CHECK	057163	AT&T MOBILITY-CC	306.75CR	POSTED	A	9/24/2024
1000-001.000	9/13/2024	CHECK	057164	LAMPTON WELDING SUPPLY CO., IN	14.75CR	POSTED	A	9/17/2024
1000-001.000	9/13/2024	CHECK	057165	WORKSTEPS, INC.	75.00CR	POSTED	A	9/24/2024
1000-001.000	9/20/2024	CHECK	057166	AFLAC	625.82CR	POSTED	A	9/30/2024
1000-001.000	9/20/2024	CHECK	057167	DELTA DENTAL OF KANSAS, INC.	3,072.93CR	POSTED	A	9/30/2024
1000-001.000	9/20/2024	CHECK	057168	SURENCY LIFE AND HEALTH	798.53CR	POSTED	A	9/30/2024
1000-001.000	9/20/2024	CHECK	057169	INTRUST CARD CENTER	15,423.64CR	POSTED	A	9/30/2024
1000-001.000	9/20/2024	CHECK	057170	JOHNSON AUTOMOTIVE	147.82CR	POSTED	A	9/30/2024
1000-001.000	9/20/2024	CHECK	057171	WICHITA WINWATER WORKS CO.	410.74CR	POSTED	A	9/30/2024

COMPANY: 999 - POOLED CASH FUND  
 ACCOUNT: 1000-001.000 POOLED CASH  
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 STATUS: All  
 FOLIO: All

CHECK: 000000  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000-001.000	9/20/2024	CHECK	057172	DONDLINGER & SONS CONSTRUCTION	5,255.00CR	POSTED	A	9/30/2024
1000-001.000	9/20/2024	CHECK	057173	VALLEY PRINT LOGISTICS	1,643.63CR	POSTED	A	9/30/2024
1000-001.000	9/20/2024	CHECK	057174	PITNEY BOWES	608.14CR	POSTED	A	9/30/2024
1000-001.000	9/20/2024	CHECK	057175	VALLEY CENTER CHAMBER OF COMME	4,000.00CR	OUTSTND	A	0/00/0000
1000-001.000	9/20/2024	CHECK	057176	CTA (COMMUNICATIONS TECHNOLOGY	247.50CR	POSTED	A	9/24/2024
1000-001.000	9/20/2024	CHECK	057177	PITNEY BOWES GLOBAL FINANCIAL	144.57CR	POSTED	A	9/30/2024
1000-001.000	9/20/2024	CHECK	057178	USA BLUEBOOK	21.25CR	POSTED	A	9/30/2024
1000-001.000	9/20/2024	CHECK	057179	CORE & MAIN	1,297.80CR	POSTED	A	9/30/2024
1000-001.000	9/20/2024	CHECK	057180	MERIDIAN ANALYTICAL LABS, LLC	685.00CR	POSTED	A	9/30/2024
1000-001.000	9/20/2024	CHECK	057181	GALLS, LLC	137.70CR	POSTED	A	9/30/2024
1000-001.000	9/20/2024	CHECK	057182	EMPAC, INC	235.50CR	POSTED	A	9/30/2024
1000-001.000	9/20/2024	CHECK	057183	GRAINGER	290.69CR	POSTED	A	9/30/2024
1000-001.000	9/20/2024	CHECK	057184	FLEXIBLE BENEFIT SERVICE CORPO	209.75CR	OUTSTND	A	0/00/0000
1000-001.000	9/20/2024	CHECK	057185	EMC INSURANCE COMPANIES	1,748.00CR	POSTED	A	9/30/2024
1000-001.000	9/20/2024	CHECK	057186	PRAIRIELAND PARTNERS LLC	2,107.81CR	POSTED	A	9/30/2024
1000-001.000	9/20/2024	CHECK	057187	MCCONNELL & ASSOCIATES	524.40CR	POSTED	A	9/30/2024
1000-001.000	9/20/2024	CHECK	057188	CUT RATES LAWN CARE LLC	2,380.00CR	POSTED	A	9/30/2024
1000-001.000	9/20/2024	CHECK	057189	FLOCK SAFETY	7,500.00CR	POSTED	A	9/30/2024
1000-001.000	9/20/2024	CHECK	057190	SHORT ELLIOT HENDRICKSON, INC.	16,544.38CR	POSTED	A	9/30/2024
1000-001.000	9/20/2024	CHECK	057191	UTILITY MAINTENANCE CONTRACTOR	2,800.00CR	POSTED	A	9/24/2024
1000-001.000	9/20/2024	CHECK	057192	B & B SERVICES	1,721.68CR	POSTED	A	9/30/2024
1000-001.000	9/20/2024	CHECK	057193	DONE RIGHT LAWN CARE LLC.	375.00CR	POSTED	A	9/30/2024
1000-001.000	9/20/2024	CHECK	057194	PARETO HEALTH	94.00CR	POSTED	A	9/30/2024
1000-001.000	9/20/2024	CHECK	057195	ACCESS SYSTEMS LEASING	1,339.27CR	POSTED	A	9/30/2024
1000-001.000	9/20/2024	CHECK	057196	GODFREY'S INDOOR SHOOTING & AR	568.53CR	POSTED	A	9/30/2024
1000-001.000	9/20/2024	CHECK	057197	LLOYD C. NEWMAN	252.50CR	POSTED	A	9/24/2024
1000-001.000	9/20/2024	CHECK	057198	BRENT CLARK	227.00CR	POSTED	A	9/24/2024
1000-001.000	9/27/2024	CHECK	057199	WICHITA WINWATER WORKS CO.	428.02CR	OUTSTND	A	0/00/0000
1000-001.000	9/27/2024	CHECK	057200	MIKE JOHNSON SALES, INC.	17.00CR	POSTED	A	9/30/2024
1000-001.000	9/27/2024	CHECK	057201	VALLEY CENTER PUBLIC LIBRARY	24,952.99CR	CLEARED	A	10/02/2024
1000-001.000	9/27/2024	CHECK	057202	VALLEY CENTER POSTMASTER	6,000.00CR	OUTSTND	A	0/00/0000
1000-001.000	9/27/2024	CHECK	057203	TRAFFIC CONTROL SERVICES, INC.	4,444.25CR	CLEARED	A	10/02/2024
1000-001.000	9/27/2024	CHECK	057204	AT&T MOBILITY	226.15CR	OUTSTND	A	0/00/0000
1000-001.000	9/27/2024	CHECK	057205	CITY OF WICHITA	68,719.91CR	POSTED	A	9/30/2024
1000-001.000	9/27/2024	CHECK	057206	DELL FINANCIAL SERVICES, LLC	561.68CR	OUTSTND	A	0/00/0000
1000-001.000	9/27/2024	CHECK	057207	CORE & MAIN	473.80CR	CLEARED	A	10/02/2024
1000-001.000	9/27/2024	CHECK	057208	GALLS, LLC	580.60CR	OUTSTND	A	0/00/0000
1000-001.000	9/27/2024	CHECK	057209	IMAGINE IT, INC.	8,099.77CR	OUTSTND	A	0/00/0000
1000-001.000	9/27/2024	CHECK	057210	GRAINGER	664.17CR	OUTSTND	A	0/00/0000
1000-001.000	9/27/2024	CHECK	057211	CUT RATES LAWN CARE LLC	870.00CR	OUTSTND	A	0/00/0000
1000-001.000	9/27/2024	CHECK	057212	BURNS & MCDONNELL/CAS CONSTRUC	450,000.00CR	CLEARED	A	10/02/2024
1000-001.000	9/27/2024	CHECK	057213	MOUNTAINLAND SUPPLY COMPANY	1,376.93CR	OUTSTND	A	0/00/0000
1000-001.000	9/27/2024	CHECK	057214	KYLE FIEDLER	253.32CR	POSTED	A	9/30/2024
1000-001.000	9/27/2024	CHECK	057215	MCCULLOUGH EXCAVATION INC	595,807.23CR	POSTED	A	9/30/2024

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

CHECK DATE: October 15, 2024  
CLEAR DATE: 0/00/0000 THRU 99/99/9999  
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CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
TOTALS FOR ACCOUNT 1000-001				CHECK	TOTAL:			
					1,346,748.26CR			
				DEPOSIT	TOTAL:			
					0.00			
				INTEREST	TOTAL:			
					0.00			
				MISCELLANEOUS	TOTAL:			
					0.00			
				SERVICE CHARGE	TOTAL:			
					0.00			
				EFT	TOTAL:			
					0.00			
				BANK-DRAFT	TOTAL:			
					302,396.37CR			
TOTALS FOR POOLED CASH FUND				CHECK	TOTAL:			
					1,346,748.26CR			
				DEPOSIT	TOTAL:			
					0.00			
				INTEREST	TOTAL:			
					0.00			
				MISCELLANEOUS	TOTAL:			
					0.00			
				SERVICE CHARGE	TOTAL:			
					0.00			
				EFT	TOTAL:			
					0.00			
				BANK-DRAFT	TOTAL:			
					302,396.37CR			



**CONSENT AGENDA**

**D. REVENUE AND EXPENSE REPORT – SEPTEMBER 2024:**

AS OF: SEPTEMBER 30TH, 2024

010-GENERAL FUND

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	1,762,872.00	129,889.81	0.00	1,680,295.70	0.00	82,576.30	95.32
INTERGOVERNMENTAL	800,000.00	72,977.56	0.00	633,897.92	0.00	166,102.08	79.24
LICENSES & PERMITS	783,386.00	62,966.31	0.00	798,985.37	0.00 (	15,599.37)	101.99
CHARGES FOR SERVICES	6,000.00	0.00	0.00	55.00	0.00	5,945.00	0.92
FINES & FORFEITURES	162,000.00	14,151.56	0.00	94,400.54	0.00	67,599.46	58.27
USE OF MONEY & PROPERTY	40,000.00	7,058.03	0.00	90,908.10	0.00 (	50,908.10)	227.27
OTHER REVENUES	76,200.00	2,378.60	0.00	156,252.81	0.00 (	80,052.81)	205.06
MISCELLANEOUS	169,000.00	571.79	0.00	4,709.09	0.00	164,290.91	2.79
<u>TOTAL REVENUES</u>							
	3,799,458.00	289,993.66	0.00	3,459,504.53	0.00	339,953.47	91.05

EXPENDITURE SUMMARYADMINISTRATION

PERSONNEL SERV. & BENEF.	481,628.00	42,089.24	0.00	374,569.61	0.00	107,058.39	77.77
CONTRACTUAL SERVICES	221,980.00	17,212.11	0.00	200,735.83	6.00	21,238.17	90.43
COMMODITIES	11,000.00	248.05	0.00	4,070.35	0.00	6,929.65	37.00
CAPITAL OUTLAY	4,000.00	729.73	0.00	1,022.98	0.00	2,977.02	25.57
OTHER COSTS/MISC.	<u>203,111.00</u>	<u>56.86</u>	<u>0.00</u>	<u>163,256.17</u>	<u>0.00</u>	<u>39,854.83</u>	<u>80.38</u>
TOTAL ADMINISTRATION	921,719.00	60,335.99	0.00	743,654.94	6.00	178,058.06	80.68

LEGAL & MUNICIPAL COURT

PERSONNEL SERV. & BENEF.	53,450.00	3,881.09	0.00	36,153.18	0.00	17,296.82	67.64
CONTRACTUAL SERVICES	98,050.00	9,399.48	0.00	80,794.17	5.43	17,250.40	82.41
COMMODITIES	1,200.00	0.00	0.00	423.93	0.00	776.07	35.33
CAPITAL OUTLAY	0.00	132.20	0.00	278.46	0.00 (	278.46)	0.00
OTHER COSTS/MISC.	<u>26,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,302.96</u>	<u>0.00</u>	<u>20,697.04</u>	<u>20.40</u>
TOTAL LEGAL & MUNICIPAL COURT	178,700.00	13,412.77	0.00	122,952.70	5.43	55,741.87	68.81

COMMUNITY DEVELOPMENT

PERSONNEL SERV. & BENEF.	184,940.00	15,474.97	0.00	142,447.97	0.00	42,492.03	77.02
CONTRACTUAL SERVICES	55,350.00	3,355.89	0.00	58,162.22	129.95 (	2,942.17)	105.32
COMMODITIES	3,300.00	298.58	0.00	2,821.10	0.00	478.90	85.49
CAPITAL OUTLAY	1,950.00	66.10	0.00	1,237.76	0.00	712.24	63.47
OTHER COSTS/MISC.	<u>20,000.00</u>	<u>4,000.00</u>	<u>0.00</u>	<u>17,192.68</u>	<u>0.00</u>	<u>2,807.32</u>	<u>85.96</u>
TOTAL COMMUNITY DEVELOPMENT	265,540.00	23,195.54	0.00	221,861.73	129.95	43,548.32	83.60

POLICE

PERSONNEL SERV. & BENEF.	1,208,674.00	80,877.49	0.00	755,618.42	0.00	453,055.58	62.52
CONTRACTUAL SERVICES	185,800.00	12,878.29	0.00	142,554.71	53.95	43,191.34	76.75
COMMODITIES	67,100.00	4,007.03	0.00	36,660.54	0.00	30,439.46	54.64
CAPITAL OUTLAY	<u>24,800.00</u>	<u>7,947.49</u>	<u>0.00</u>	<u>20,102.33</u>	<u>0.00</u>	<u>4,697.67</u>	<u>81.06</u>
TOTAL POLICE	1,486,374.00	105,710.30	0.00	954,936.00	53.95	531,384.05	64.25

010-GENERAL FUND  
FINANCIAL SUMMARY

	CURRENT	CURRENT	PRIOR YEAR	Y-T-D	Y-T-D	BUDGET	% OF
	BUDGET	PERIOD	PO ADJUST.	ACTUAL	ENCUMBRANCE	BALANCE	BUDGET
<b>FIRE</b>							
PERSONNEL SERV. & BENEF.	373,928.00	30,782.61	0.00	312,590.22	0.00	61,337.78	83.60
CONTRACTUAL SERVICES	103,550.00	5,453.12	0.00	69,482.30	15.80	34,051.90	67.12
COMMODITIES	12,700.00	633.14	0.00	8,063.15	0.00	4,636.85	63.49
CAPITAL OUTLAY	27,280.00	327.13	0.00	7,617.31	0.00	19,662.69	27.92
OTHER COSTS/MISC.	<u>3,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,000.00</u>	<u>0.00</u>
TOTAL FIRE	520,458.00	37,196.00	0.00	397,752.98	15.80	122,689.22	76.43
<b>PARKS &amp; PUBLIC BLDG</b>							
PERSONNEL SERV. & BENEF.	350,860.00	20,705.53	0.00	242,728.11	0.00	108,131.89	69.18
CONTRACTUAL SERVICES	211,783.00	8,877.05	0.00	159,858.51	19.99	51,904.50	75.49
COMMODITIES	60,500.00	2,848.08	0.00	58,696.12	1,063.88	740.00	98.78
CAPITAL OUTLAY	3,500.00	66.10	0.00	1,219.97	0.00	2,280.03	34.86
OTHER COSTS/MISC.	<u>7,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>8,408.50</u>	<u>0.00</u>	<u>( 1,408.50)</u>	<u>120.12</u>
TOTAL PARKS & PUBLIC BLDG	633,643.00	32,496.76	0.00	470,911.21	1,083.87	161,647.92	74.49
<b>ENVIRONMENTAL SERVICES</b>							
TOTAL							
<b>PUBLIC WKS STORAGE BLDG</b>							
TOTAL							
TOTAL EXPENDITURES	4,006,434.00	272,347.36	0.00	2,912,069.56	1,295.00	1,093,069.44	72.72
<b>** REVENUE OVER (UNDER) EXPENDITURES * ( 206,976.00) 17,646.30 0.00 547,434.97 ( 1,295.00) ( 753,115.97) 263.87-</b>							
<b>REVENUE &amp; OTHER SOURCES OVER/</b>							
(UNDER) EXPENDITURES & OTHER (USES) ( 206,976.00) 17,646.30 0.00 547,434.97 ( 1,295.00) ( 753,115.97) 263.87-							

CITY OF VALLEY CENTER  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2024

110-EMPLOYEE BENEFITS  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	1,010,528.00	74,095.08	0.00	966,394.79	0.00	44,133.21	95.63
INTERGOVERNMENTAL	95,000.00	13,270.72	0.00	124,629.44	0.00 (	29,629.44)	131.19
USE OF MONEY & PROPERTY	0.00	983.80	0.00	22,745.73	0.00 (	22,745.73)	0.00
OTHER REVENUES	48,000.00	0.00	0.00	13,402.92	0.00	34,597.08	27.92
TOTAL REVENUES	1,153,528.00	88,349.60	0.00	1,127,172.88	0.00	26,355.12	97.72
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	1,354,650.00	138,027.92	0.00	1,185,293.08	0.00	169,356.92	87.50
CONTRACTUAL SERVICES	0.00	144.00	0.00	1,227.25	0.00 (	1,227.25)	0.00
OTHER COSTS/MISC.	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,948.05</u>	<u>0.00 (</u>	<u>3,948.05)</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	1,354,650.00	138,171.92	0.00	1,190,468.38	0.00	164,181.62	87.88
<u>ADMINISTRATION</u>							
TOTAL							
TOTAL EXPENDITURES	1,354,650.00	138,171.92	0.00	1,190,468.38	0.00	164,181.62	87.88
** REVENUE OVER (UNDER) EXPENDITURES *( <u>201,122.00</u> ) ( <u>49,822.32</u> ) <u>0.00</u> ( <u>63,295.50</u> ) <u>0.00</u> ( <u>137,826.50</u> ) <u>31.47</u>							
<u>REVENUE &amp; OTHER SOURCES OVER/</u>							
(UNDER) EXPENDITURES & OTHER (USES) ( <u>201,122.00</u> ) ( <u>49,822.32</u> ) <u>0.00</u> ( <u>63,295.50</u> ) <u>0.00</u> ( <u>137,826.50</u> ) <u>31.47</u>							

CITY OF VALLEY CENTER  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2024

140-LIBRARY  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	337,221.00	24,952.99	0.00	323,399.85	0.00	13,821.15	95.90
TOTAL REVENUES	337,221.00	24,952.99	0.00	323,399.85	0.00	13,821.15	95.90
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
OTHER COSTS/MISC.	<u>345,000.00</u>	<u>24,952.99</u>	<u>0.00</u>	<u>323,399.85</u>	<u>0.00</u>	<u>21,600.15</u>	<u>93.74</u>
TOTAL NON-DEPARTMENTAL	345,000.00	24,952.99	0.00	323,399.85	0.00	21,600.15	93.74
<u>ADMINISTRATION</u>							
TOTAL							
TOTAL EXPENDITURES	345,000.00	24,952.99	0.00	323,399.85	0.00	21,600.15	93.74
** REVENUE OVER (UNDER) EXPENDITURES *( <u>7,779.00</u> ) <u>0.00</u> <u>0.00</u> <u>0.00</u> <u>0.00</u> ( <u>7,779.00</u> ) <u>0.00</u>							
<u>REVENUE &amp; OTHER SOURCES OVER/</u>							
(UNDER) EXPENDITURES & OTHER (USES) ( <u>7,779.00</u> )	0.00	0.00	0.00	0.00	0.00	( <u>7,779.00</u> )	0.00

150-SPECIAL HIGHWAY

## FINANCIAL SUMMARY

	CURRENT	CURRENT	PRIOR YEAR	Y-T-D	Y-T-D	BUDGET	% OF
	BUDGET	PERIOD	PO ADJUST.	ACTUAL	ENCUMBRANCE	BALANCE	BUDGET
<u>REVENUE SUMMARY</u>							
INTERGOVERNMENTAL	1,095,000.00	96,102.90	0.00	848,175.35	0.00	246,824.65	77.46
LICENSES & PERMITS	0.00	0.00	0.00	25.00	0.00 (	25.00)	0.00
USE OF MONEY & PROPERTY	0.00	1,599.31	0.00	19,697.66	0.00 (	19,697.66)	0.00
OTHER REVENUES	0.00	0.00	0.00	361.24	0.00 (	361.24)	0.00
TOTAL REVENUES	1,095,000.00	97,702.21	0.00	868,259.25	0.00	226,740.75	79.29
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	481,340.00	32,629.36	0.00	268,264.79	0.00	213,075.21	55.73
CONTRACTUAL SERVICES	73,780.00	7,353.77	0.00	76,422.41	19.98 (	2,662.39)	103.61
COMMODITIES	66,800.00	3,170.34	0.00	49,520.93	1,355.96	15,923.11	76.16
CAPITAL OUTLAY	522,000.00	66.10	0.00	516,566.11	0.00	5,433.89	98.96
OTHER COSTS/MISC.	<u>36,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>36,000.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	1,179,920.00	43,219.57	0.00	910,774.24	1,375.94	267,769.82	77.31
TOTAL EXPENDITURES	1,179,920.00	43,219.57	0.00	910,774.24	1,375.94	267,769.82	77.31
** REVENUE OVER (UNDER) EXPENDITURES *	( <u>84,920.00</u> )	<u>54,482.64</u>	<u>0.00</u>	( <u>42,514.99</u> )	( <u>1,375.94</u> )	( <u>41,029.07</u> )	<u>51.69</u>
REVENUE & OTHER SOURCES OVER/							
(UNDER) EXPENDITURES & OTHER (USES)	( <u>84,920.00</u> )	54,482.64	0.00	( <u>42,514.99</u> )	( <u>1,375.94</u> )	( <u>41,029.07</u> )	51.69

CITY OF VALLEY CENTER  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2024

160-EMERGENCY EQUIPMENT  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	75,095.00	5,547.23	0.00	71,906.67	0.00	3,188.33	95.75
FINES & FORFEITURES	5,000.00	1,068.33	0.00	6,011.62	0.00 (	1,011.62)	120.23
USE OF MONEY & PROPERTY	0.00	388.48	0.00	5,083.32	0.00 (	5,083.32)	0.00
TOTAL REVENUES	80,095.00	7,004.04	0.00	83,001.61	0.00 (	2,906.61)	103.63
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
CAPITAL OUTLAY	23,896.00	4,444.25	0.00	61,848.06	268.03 (	38,220.09)	259.94
OTHER COSTS/MISC.	<u>48,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>48,000.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	71,896.00	4,444.25	0.00	61,848.06	268.03	9,779.91	86.40
<u>ADMINISTRATION</u>							
TOTAL							
TOTAL EXPENDITURES	71,896.00	4,444.25	0.00	61,848.06	268.03	9,779.91	86.40
** REVENUE OVER (UNDER) EXPENDITURES **	<u>8,199.00</u>	<u>2,559.79</u>	<u>0.00</u>	<u>21,153.55</u>	( <u>268.03</u> ) (	<u>12,686.52</u> )	<u>254.73</u>
<u>REVENUE &amp; OTHER SOURCES OVER/</u>							
(UNDER) EXPENDITURES & OTHER (USES)	8,199.00	2,559.79	0.00	21,153.55 (	268.03) (	12,686.52)	254.73

CITY OF VALLEY CENTER  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2024

410-BOND & INTEREST  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	1,101,993.00	80,832.21	0.00	1,052,872.49	0.00	49,120.51	95.54
USE OF MONEY & PROPERTY	5,000.00	4,691.98	0.00	54,244.80	0.00 (	49,244.80)	1,084.90
OTHER REVENUES	414,221.00	12,296.34	0.00	425,358.63	0.00 (	11,137.63)	102.69
MISC TRANSFERS	732,550.00	0.00	0.00	0.00	0.00	732,550.00	0.00
TOTAL REVENUES	2,253,764.00	97,820.53	0.00	1,532,475.92	0.00	721,288.08	68.00
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
DEBT SERVICE	<u>2,287,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>852,421.63</u>	<u>0.00</u>	<u>1,434,578.37</u>	<u>37.27</u>
TOTAL NON-DEPARTMENTAL	2,287,000.00	0.00	0.00	852,421.63	0.00	1,434,578.37	37.27
<u>ADMINISTRATION</u>							
TOTAL							
TOTAL EXPENDITURES	2,287,000.00	0.00	0.00	852,421.63	0.00	1,434,578.37	37.27
** REVENUE OVER (UNDER) EXPENDITURES *( <u>33,236.00</u> ) <u>97,820.53</u> <u>0.00</u> <u>680,054.29</u> <u>0.00</u> ( <u>713,290.29</u> ) <u>2,046.14-</u>							
REVENUE & OTHER SOURCES OVER/							
(UNDER) EXPENDITURES & OTHER (USES) (	33,236.00)	97,820.53	0.00	680,054.29	0.00 (	713,290.29)	2,046.14-



CITY OF VALLEY CENTER  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2024

610-WATER OPERATING  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
CHARGES FOR SERVICES	2,156,646.00	215,319.93	0.00	1,774,263.55	0.00	382,382.45	82.27
USE OF MONEY & PROPERTY	20,000.00	8,692.78	0.00	101,497.62	0.00	( 81,497.62)	507.49
OTHER REVENUES	0.00	0.00	0.00	9,875.87	0.00	( 9,875.87)	0.00
MISCELLANEOUS	45,000.00	2,616.63	0.00	23,151.23	0.00	21,848.77	51.45
TOTAL REVENUES	2,221,646.00	226,629.34	0.00	1,908,788.27	0.00	312,857.73	85.92
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	448,751.00	19,953.80	0.00	194,253.89	0.00	254,497.11	43.29
CONTRACTUAL SERVICES	1,120,870.00	81,122.54	0.00	967,505.20	0.00	153,364.80	86.32
COMMODITIES	41,450.00	5,172.39	0.00	22,291.49	0.00	19,158.51	53.78
CAPITAL OUTLAY	150,000.00	9,842.78	0.00	90,781.76	0.00	59,218.24	60.52
OTHER COSTS/MISC.	<u>543,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>543,000.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	2,304,071.00	116,091.51	0.00	1,274,832.34	0.00	1,029,238.66	55.33
TOTAL EXPENDITURES	2,304,071.00	116,091.51	0.00	1,274,832.34	0.00	1,029,238.66	55.33
** REVENUE OVER (UNDER) EXPENDITURES *( <u>82,425.00</u> ) <u>110,537.83</u> <u>0.00</u> <u>633,955.93</u> <u>0.00</u> ( <u>716,380.93</u> ) <u>769.13</u> -							

REVENUE & OTHER SOURCES OVER/  
(UNDER) EXPENDITURES & OTHER (USES) ( 82,425.00) 110,537.83 0.00 633,955.93 0.00 ( 716,380.93) 769.13-

CITY OF VALLEY CENTER  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2024

612-STORMWATER UTILITY FUND  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
USE OF MONEY & PROPERTY	0.00	1,326.87	0.00	11,145.92	0.00	( 11,145.92)	0.00
OTHER REVENUES	325,000.00	27,892.00	0.00	248,414.31	0.00	76,585.69	76.44
TOTAL REVENUES	325,000.00	29,218.87	0.00	259,560.23	0.00	65,439.77	79.86
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
CONTRACTUAL SERVICES	36,400.00	1,000.00	0.00	12,812.26	0.00	23,587.74	35.20
COMMODITIES	5,000.00	432.60	0.00	1,142.55	0.00	3,857.45	22.85
CAPITAL OUTLAY	124,800.00	0.00	0.00	30,000.00	0.00	94,800.00	24.04
OTHER COSTS/MISC.	<u>193,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>193,000.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	359,200.00	1,432.60	0.00	43,954.81	0.00	315,245.19	12.24
<u>ADMINISTRATION</u>							
TOTAL							
TOTAL EXPENDITURES	359,200.00	1,432.60	0.00	43,954.81	0.00	315,245.19	12.24
** REVENUE OVER (UNDER) EXPENDITURES *( <u>34,200.00</u> ) <u>27,786.27</u> <u>0.00</u> <u>215,605.42</u> <u>0.00</u> ( <u>249,805.42</u> ) <u>630.43</u> -							

REVENUE & OTHER SOURCES OVER/  
(UNDER) EXPENDITURES & OTHER (USES) ( 34,200.00) 27,786.27 0.00 215,605.42 0.00 ( 249,805.42) 630.43-

CITY OF VALLEY CENTER  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2024

613-SOLID WASTE UTILITY  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
LICENSES & PERMITS	5,000.00	0.00	0.00	31,360.05	0.00 (	26,360.05)	627.20
CHARGES FOR SERVICES	581,476.00	49,167.22	0.00	440,296.47	0.00	141,179.53	75.72
USE OF MONEY & PROPERTY	1,600.00	433.88	0.00	4,514.03	0.00 (	2,914.03)	282.13
MISCELLANEOUS	12,000.00	1,105.68	0.00	11,046.58	0.00	953.42	92.05
TOTAL REVENUES	600,076.00	50,706.78	0.00	487,217.13	0.00	112,858.87	81.19
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
CONTRACTUAL SERVICES	585,820.00	48,033.60	0.00	424,556.48	0.00	161,263.52	72.47
CAPITAL OUTLAY	<u>3,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,000.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	588,820.00	48,033.60	0.00	424,556.48	0.00	164,263.52	72.10
<u>ADMINISTRATION</u>							
TOTAL							
TOTAL EXPENDITURES	588,820.00	48,033.60	0.00	424,556.48	0.00	164,263.52	72.10
** REVENUE OVER (UNDER) EXPENDITURES **	<u>11,256.00</u>	<u>2,673.18</u>	<u>0.00</u>	<u>62,660.65</u>	<u>0.00 (</u>	<u>51,404.65)</u>	<u>556.69</u>
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	11,256.00	2,673.18	0.00	62,660.65	0.00 (	51,404.65)	556.69

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

CHARGES FOR SERVICES	1,410,219.00	123,423.67	0.00	1,092,631.11	0.00	317,587.89	77.48
USE OF MONEY & PROPERTY	12,000.00	4,671.80	0.00	56,259.45	0.00 (	44,259.45)	468.83
OTHER REVENUES	0.00	0.00	0.00	65.24	0.00 (	65.24)	0.00

TOTAL REVENUES	1,422,219.00	128,095.47	0.00	1,148,955.80	0.00	273,263.20	80.79
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NON-DEPARTMENTAL							
PERSONNEL SERV. & BENEF.	374,487.00	16,756.37	0.00	175,283.65	0.00	199,203.35	46.81
CONTRACTUAL SERVICES	457,860.00	11,777.85	0.00	264,656.77	84.00	193,119.23	57.82
COMMODITIES	24,800.00	2,781.80	0.00	19,274.39	0.00	5,525.61	77.72
CAPITAL OUTLAY	140,000.00	0.00	0.00	21,748.51	0.00	118,251.49	15.53
OTHER COSTS/MISC.	<u>534,550.00</u>	<u>0.00</u>	<u>0.00</u>	<u>208,647.14</u>	<u>0.00</u>	<u>325,902.86</u>	<u>39.03</u>
TOTAL NON-DEPARTMENTAL	1,531,697.00	31,316.02	0.00	689,610.46	84.00	842,002.54	45.03

TOTAL EXPENDITURES	1,531,697.00	31,316.02	0.00	689,610.46	84.00	842,002.54	45.03
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\*\* REVENUE OVER (UNDER) EXPENDITURES \* ( 109,478.00 ) 96,779.45 0.00 459,345.34 ( 84.00 ) ( 568,739.34 ) 419.50-

(UNDER) EXPENDITURES & OTHER (USES)	( 109,478.00)	96,779.45	0.00	459,345.34	( 84.00)	( 568,739.34)	419.50-
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**CONSENT AGENDA**

**E. ECONOMIC DEVELOPMENT BOARD MINUTES – OCTOBER 2, 2024:**

## **VALLEY CENTER ECONOMIC DEVELOPMENT BOARD MEETING MINUTES**

Wednesday, October 2th, 2024 1:00 P.M.  
(Meeting held via Microsoft Teams)

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

Ben Anderson, Chairperson  
Brian Haight  
Casey Carlson  
Tim Hoffman  
Kyle Fiedler, Community Development Director  
Brittney Ortega, Community Development Assistant  
Brent Clark, City Administrator

### **APPROVAL OF DRAFT MINUTES**

Motion was made by Casey and seconded by Brian to approve the meeting minutes for August 7<sup>th</sup>, 2024. Motion was unanimous.

### **NEW BUSINESS:**

#### **A. School Ground Update**

Kyle provided the update. Valley Center has officially been chosen for the location of the new school. It will be located at 85<sup>th</sup> and Seneca. There will be a roundabout located at Tanner Trail and Seneca. This will help with the increased school and residential traffic. The school is anticipated to be open for the 2026-2027 school year.

#### **B. General Discussion**

Kyle provided an update on the progress of streets, grading and infrastructure happening in the new developments. Brent gave an update regarding pre-con meeting for Harvest Place that took place today. Grading should begin in the next week or two. Brent also provided an update on Meridian St. The streetlights are still about 4-6 weeks away from being ready. There was a fabrication issue that is causing the delay. During this project 46 trees were removed and 83 new trees will be planted. Brent also informed the board that the brush pile is being relocated near the cell tower just north of Hornet Cutting Systems. The brush pile is reserved for Valley Center residents only and no commercial dumping. The hours will be 8:00AM to 5:00PM Fridays and Saturdays weather permitting.

The next meeting will be held on Wednesday, November 6<sup>th</sup>, 2024, at 1:00PM via Teams.

### **ADJOURNMENT**

Motion was made by Casey and seconded by Brian to adjourn the meeting. Motion was unanimous. Meeting adjourned at 1:25 P.M.

Respectfully submitted,

---

Kyle Fiedler, Secretary

**CONSENT AGENDA**

**F. PLANNING AND ZONING BOARD MINUTES –SEPTEMBER 24, 2024:**



**PLANNING AND ZONING BOARD/BOARD OF ZONING APPEALS MEETING  
MINUTES  
CITY OF VALLEY CENTER, KANSAS**

Tuesday, September 24, 2024      7:00 P.M.

**CALL TO ORDER:** Chairperson Janzen called the meeting to order at 7:01 P.M. with the following board members present: Steve Conway, Scot Phillips and Dalton Wilson.

**Members Absent:** Paul Spranger and Rick Shellenbarger

**City Staff Present:** Kyle Fiedler, Brittney Ortega and Rodney Eggleston

**Audience:** Bill Fox

**AGENDA:** A motion was made by Janzen and seconded by Wilson to set the agenda. Motion passed unanimously.

**APPROVAL OF DRAFT MINUTES:** Janzen made a motion to approve the August 27, 2024, meeting minutes. The motion was seconded by Phillips. Motion passed unanimously.

**COMMUNICATIONS:** None

**PUBLIC HEARING BEFORE THE PLANNING AND ZONING BOARD/BOARD OF ZONING APPEALS:**

1. Review of LS-2024-03, application of KWH Investments, LLC, pursuant to City Code 16.09.01, who is petitioning for a lot split involving the splitting of property the applicants own and is currently addressed as 825 W. 77th Street N., Valley Center, KS 67147.

Chairperson Janzen opened the hearing for comments from the public: 7:03 PM

Fiedler gave a summary of his staff report. Notices were sent to the surrounding property owners as well as published in the *Ark Valley News*. There has been no correspondence in opposition to this application. Staff is recommending approval of this application.

Bill Fox, agent for the applicant, addressed the board and was available for any questions. There were none.

Janzen closed the hearing for comments from the public: 7:05 PM

Based on the City Staff recommendations, public comments, and discussion by the Planning and Zoning Board, Wilson made a motion to approve LS-2024-03. Motion was seconded by Janzen. Motion passed unanimously.

**OLD/UNFINISHED BUSINESS:** none

**NEW BUSINESS:** none

**STAFF REPORTS:** none

**ITEMS BY PLANNING AND ZONING BOARD/BZA MEMBERS:**

Gary Janzen - none

Paul Spranger - absent

Rick Shellenbarger - absent

Scot Phillips - none

Steve Conway - none

Dalton Wilson - none

**ADJOURNMENT OF THE PLANNING AND ZONING BOARD/BOARD OF ZONING APPEALS MEETING:** At 7:08 P.M., a motion was made by Janzen to adjourn and seconded by Conway. The vote was unanimous, and the meeting was adjourned.

Respectfully submitted,

---

/s/ Kyle Fiedler, Secretary

---

Gary Janzen, Chairperson

**STORMWATER CITIZENS ADVISORY COMMITTEE MEETING MINUTES**  
**CITY OF VALLEY CENTER, KANSAS**

Tuesday, September 24, 2024, 7:00 P.M.

**CALL TO ORDER:** Chairperson Janzen called the meeting to order at 7:08 P.M. with the following committee members present: Steve Conway, Scot Phillips, and Dalton Wilson

**MEMBERS ABSENT:** Paul Spranger and Rick Shellenbarger

**CITY STAFF PRESENT:** Kyle Fiedler, Rodney Eggleston, and Brittney Ortega

**AGENDA:** A motion was made by Chairperson Janzen and seconded by Committee Member Conway to set the agenda. Motion passed unanimously.

**APPROVAL OF DRAFT MINUTES:** Chairperson Janzen made a motion to approve the March 26, 2024, committee meeting minutes. The motion was seconded by Committee Member Wilson. Motion passed unanimously.

**COMMUNICATIONS:** None

**OLD/UNFINISHED BUSINESS:** None

**NEW BUSINESS:**

1. Update on stormwater additions from various projects currently underway.

R. Eggleston addressed the committee. This is the second of a minimum of two required meetings per year.

Prairie Lakes Regional Detention Basin/Park

Adjacent to the Prairie Lakes Development & Trails End Development (future school site). Project incorporates a naturalized channel and wetland areas to restore pre-existing natural features of the Trailsview Slough. The basin provides over 340 Acre-feet of stormwater storage. Project included a Conditional Letter of Map Revision (CLOMR) – approved by FEMA. Final Letters of Map Revision (LOMRs) are ongoing to bring the developed areas out of the floodplain.

Sunflower Valley - Mixed use development. Project is adjacent to the existing detention pond and pump station. Project runoff is directed to an internal retention pond & the detention pond to the east. Internal retention pond is similar to the pre-existing pond. Currently the retention pond has not filled up (yet). Pre-existing pond was nearly dry prior to this project.

Harvest Place Retention Ponds - Mixed use Development. Project includes 3 large retention ponds (7' deep). The ponds provide 88 acre-feet of stormwater storage above the wet pond volume. A water rights permit was obtained through KDA-DWR for 200 acre-feet of stored runoff water. This project creates better conveyance of stormwater to this area from offsite locations, significantly enhanced storage, and

water quality to downstream channels. Project ultimately flows south through the golf course and future Emporia Avenue corridor.

Meridian – Main to 5th . Approximately 21 new inlets. Approximately 2000 feet of stormwater pipe

**2. Next Meeting Date**

R. Eggleston suggested the next meeting to be in March of 2025. Confirmation will be sent at a later date.

**ADJOURNMENT OF THE STORMWATER CITIZENS ADVISORY COMMITTEE**

**MEETING:** At 7:25 P.M., a motion was made by Chairperson Janzen to adjourn and seconded by Committee Member Wilson. The vote was unanimous, and the meeting was adjourned.

Respectfully submitted,

---

/s/ Rodney Eggleston, Secretary

---

Gary Janzen, Chairperson

## **STAFF REPORTS**

**A. Community Development Director Fiedler**

**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. City Clerk/HR Director Carrithers**

**H. Finance Director Miller**

**I. City Administrator Clark**



**City of Valley Center, KS**

**FY 2024**

**Third Quarter Financial  
& Departmental Review**



# Fund Balance Summary

City of Valley Center, Kansas  
Treasurer's Quarterly Unaudited Financial Report  
For the Quarter Ending September 30, 2024

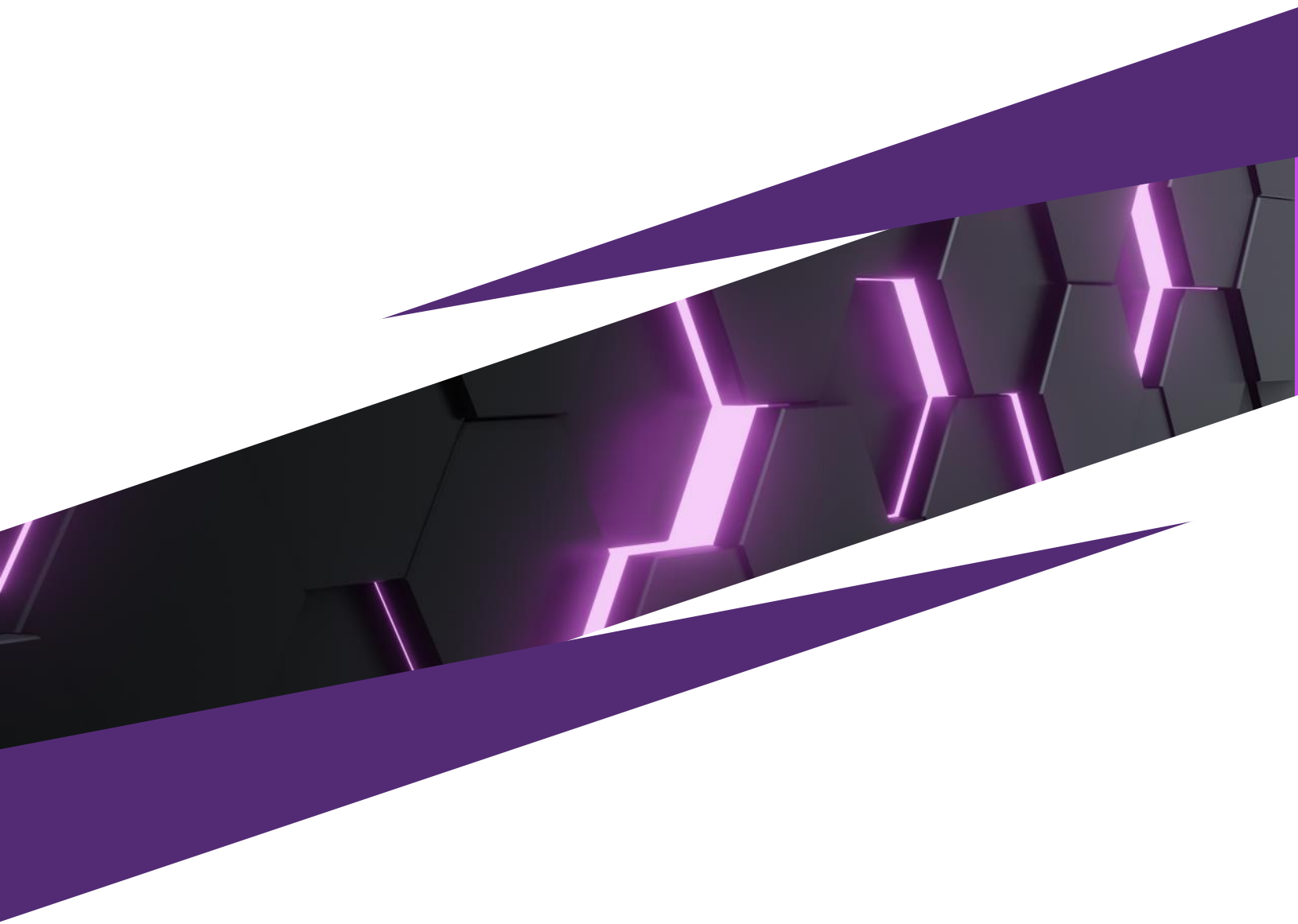
Fund Description	Beginning Balance 6/30/2024	Revenue	Expenditure	Ending Balance 9/30/2024
GENERAL FUND	2,400,137.10	799,712.22	1,006,987.69	2,192,861.63
SPECIAL PARKS AND REC	38,468.87	1,866.98	0.00	40,335.85
SPECIAL ALCOHOL AND DRUGS	13,780.36	1,659.93	0.00	15,440.29
POOL/REC SALES TAX*	9,968,943.02	472,185.38	5,452,797.36	4,988,331.04
TIF FUND	2,073,522.13	12,972.42	894,031.62	1,192,462.93
EMPLOYEE BENEFITS	644,861.52	119,172.79	420,206.10	343,828.21
BUILDING EQUIP RESERVE	67,060.02	602.10	0.00	67,662.12
EQUIPMENT RESERVE	381,176.17	4,269.31	9,880.01	375,565.47
FLEET MANAGEMENT	112,940.03	478.23	98,175.73	15,242.53
LIBRARY	857.91	24,952.99	24,952.99	857.91
SPECIAL HIGHWAY	398,270.12	367,211.19	127,838.68	637,642.63
EMERGENCY EQUIPMENT	138,149.91	9,605.49	4,444.25	143,311.15
PUBLIC SAFETY TRAINING	8,106.70	1,035.96	0.00	9,142.66
PARK BEAUTIFICATION FUND	2,215.33	0.00	0.00	2,215.33
D.A.R.E.	1,658.04	20.00	0.00	1,678.04
DRUG TAX DISTRIBUTION	3,491.42	0.00	0.00	3,491.42
LAW ENFORCE BLOCK GRANT	0.15	0.00	0.00	0.15
ADSAP	1,071.19	0.00	0.00	1,071.19
CAPITAL PROJECTS FUND**	830,582.78	294,529.45	1,706,983.63	-581,871.40
BOND & INTEREST	1,720,500.51	108,438.10	0.00	1,828,938.61
LAND BANK RESERVE	83,662.50	687.47	9,689.81	74,660.16
GIFTS AND GRANTS	6,618.54	312.97	0.00	6,931.51
ST/FED GRANT MANAGEMENT	430,300.24	3,731.01	0.00	434,031.25
WATER OPERATING	3,501,041.03	726,042.99	740,316.66	3,486,767.36
STORMWATER UTILITY FUND	477,178.55	88,309.07	32,959.89	532,527.73
SOLID WASTE UTILITY	159,982.78	154,006.82	140,634.64	173,354.96
WATER SURPLUS RESERVE	562,874.87	4,888.69	0.00	567,763.56
SEWER OPERATING	1,741,173.83	390,213.21	256,125.76	1,875,261.28
SEWER LOAD P & I	0.00	104,323.57	104,323.57	0.00
SEWER SURPLUS RESERVE	236,234.78	2,084.61	0.00	238,319.39
<b>Total</b>	<b>26,004,860.40</b>	<b>3,693,312.95</b>	<b>11,030,348.39</b>	<b>18,667,824.96</b>
Temporary Notes				37,715,000.00
General Obligation Bonds				23,775,000.00
KWPCRLF Sewer Loan				789,360.06
Street Sweeper Lease Agreement				62,741.33
<b>Total Outstanding Debt</b>				<b>62,342,101.39</b>

\*Not reflected is the \$4,000,000.00 30-day CD currently open with Intrust bank. Maturity date 10/10/2024

\*\*Capital Projects fund will become positive once 2024-1 TN funds are recieved.



## Departmental Summaries



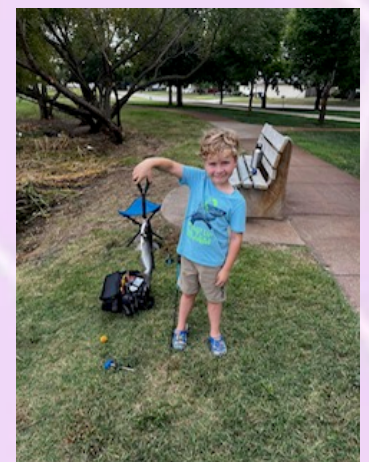


**Service Description:** The Administration and Finance Department provides central support services to the organization. It consists of the City Administrator's Office, Finance Department, City Treasurer and the Office of the City Clerk. All questions regarding the general management of the City and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



## Accomplishments

- The 2025 Budget was voted on and adopted by the City Council on September 3rd.
- City Administrator Brent Clark attended the ICMA conference in Pittsburg, PA in September.
- Administration worked with the Chamber of Commerce to put on another successful Fall Festival in September.
- Mid American Credit Union held a lunch and learn on ID Theft for all employees in September.
- Treasurer Desirae Womack and Finance Director Clint Miller attended a KsGFOA budget conference in Olathe in August.



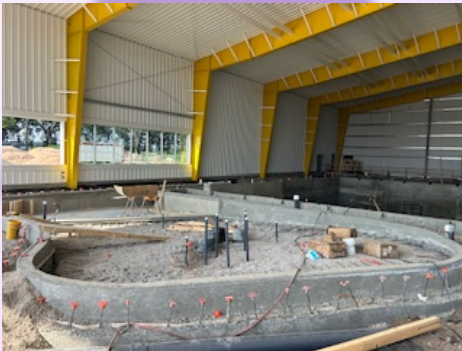




# Community Development

## Service Description:

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



## Accomplishments

- Issued over 140 building and zoning permits with 9 of those being residential buildings.
- Performed over 700 inspection on residential and commercial projects.
- Responded to over 775 utility locates.
- Began collection data for the Main Street Valley Center Quarterly Economic Impact study.
- Kyle Fiedler was hired as the new Director of Community Development on August 5th.



Kyle Fiedler

# Public Parks and Buildings

## Service Description:

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

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



## Accomplishments

- The welcome sign at Ford & Broadway was installed.
- The dishwasher at the Community Center was repaired.
- The cemetery was re-seeded.
- Drive-up window speaker at City Hall was repaired.
- Limb clean up from storm damage.
- Assisting property owners with replacement trees for the Meridian Street Project.
- Fixed issues with the ADT security system. Also fixed the Access Controls at the Community Center/Library. Also fixed the Pinnacle Fire system when we switched from Cox to Ideatek.
- Re-sodded bare areas by Gazebo at Lions Park
- Irrigation repairs to McLaughlin, Veteran's Lions, Arrowhead Parks, Public Safety Building and City Hall.
- Well maintenance at McLaughlin Park.
- Shut down and Winterized the Pool and Splash Pad.
- The staff attended the Work Comp KMIT training.
- Assisted with the Rec & Aquatic Center.



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



Elizabeth Lindahl

## Accomplishments

- Police Chief Lloyd Newman volunteered at the Appreciation Day at the Sedgwick County Zoo.
- Elizabeth Lindahl began September 23rd as our newest police officer.
- We have begun the annual Angel Tree program.
- Officers assisted with the Day of Hope sponsored by LifePoint Church.
- Officers and Firefighters assisted with the annual back to school event hosted by From The Ground Up.
- In August, Lloyd Newman volunteered at the For the Valor Golf Tournament.
- One vehicle has been replaced and up-fitted in the Police Department this quarter.
- The Fire Department replaced one old vehicle this quarter.
- Lloyd Newman attended the Central States Law Enforcement Executive Development Seminar.

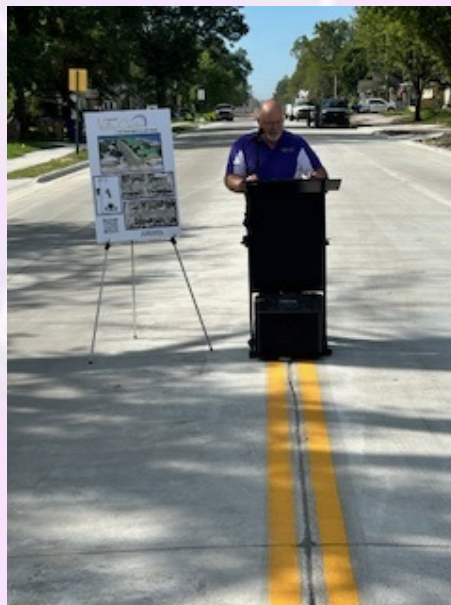
## Service Description:

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

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

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

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



## Accomplishments

- Meridian from Main to 5th was completed and opened to traffic.
- A ribbon cutting for the opening of Meridian from Main to 5th was held on August 16th.
- The repaving of Meridian south of the railroad tracks began in late August.
- Completed a KDHE inspection of our Wastewater treatment plant. No points of concern were found.
- The Wastewater treatment plant is now in the vendor selection phase. Construction is tentatively set to begin in late Q2 or early Q3 2025.
- Valley Center implemented mandatory water restrictions which resulted in an approximate 50% usage decrease.

## **GOVERNING BODY REPORTS**

**A. Mayor Truman**

**B. Councilmember Colbert**

**C. Councilmember Wilson**

**D. Councilmember Bass**

**E. Councilmember Anderson**

**F. Councilmember Gregory**

**G. Councilmember Kerstetter**

**H. Councilmember Evans**

**I. Councilmember Stamm**

**ADJOURN**