



CITY COUNCIL AGENDA

November 19, 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 – November 5, 2024
- 7. PRESENTATIONS / PROCLAMATIONS p 10**
- 8. PUBLIC FORUM (*Citizen input and requests*) p 10**
- 9. APPOINTMENTS p 10**
- 10. OLD BUSINESS p 10**
- 11. NEW BUSINESS p 111**
 - A. From the Ground Up Donation Request. p 11
 - B. Water Treatment Plant Phase 2 Contract with Burns & McDonnell p 14
 - C. Fence Discussion– 748 N Wakefield p 28
 - D. Resolution 770-24: Stormwater Management Fees p 34
 - E. Approval of RFP for 2025 Roadway Upgrades p 37
 - F. Personnel Policy Revisions 11/23/2024 p 48
 - G. October 2024 Financial Report Review p 68
 - H. Ford Flood Control Pump Repair - added 11-18-24
- 12. CONSENT AGENDA p 79**
 - A. Appropriation Ordinance – November 19, 2024 p 80
 - B. Cereal Malt Beverage License Approval p 88
 - C. Check Reconciliation – October 2024. p 89
 - D. Treasurer's Report – October 2024 p 94
 - E. Economic Development Board Minutes – November 6, 2024 p 96
- 13. STAFF REPORTS p 99**
- 14. GOVERNING BODY REPORTS p 100**
- 15. ADJOURN**

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

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

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

For additional information on any item on the agenda, please visit www.valleycenterks.org or call (316) 755-7310.

CALL TO ORDER

ROLL CALL

INVOCATION – MINISTERIAL ALLIANCE

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

RECOMMENDED ACTION:

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

ADMINISTRATION AGENDA

A. MINUTES:

Attached are the Minutes from November 5, 2024, regular City Council Meeting as prepared by the City Clerk.

REGULAR COUNCIL MEETING
November 5, 2024
CITY HALL
121 S. MERIDIAN

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

Members Absent: None

Staff Present: Lloyd Newman, Public Safety Director
Neal Owings, Parks and Public Building Director
Rodney Eggleston, Public Works Director
Kyle Fiedler, Community Development Director
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

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

ADMINISTRATION AGENDA –

OCTOBER 15, 2024, CITY COUNCIL MINUTES-

Wilson moved to approve the minutes of the October 15, 2024, City Council meeting as presented, seconded by Gregory. Vote Aye: Unanimous. Motion Carried.

PRESENTATIONS/PROCLAMATIONS – NONE

PUBLIC FORUM –

Mike Miller, 701 Dover addressed Council regarding concerns with the budget process. He thanked Finance Director Miller for his exploration of revenue sources to offset expenses.

APPOINTMENTS – NONE

OLD BUSINESS – NONE

NEW BUSINESS-

A. MAIN STREET CLOSURE FOR CHRISTMAS EVENTS REQUEST:

Main Street Valley Center President Chris Strunk requested Council approval to close the 100 block of West Main Street on December 7, 2024, for the annual Hometown Christmas tree-lighting ceremony. Closure would be from 6:00-9:00pm. With the tree lighting ceremony at 7:00pm.

Stamm moved to approve request for street closure of the 100 block of West Main Street on December 7, 2024, between 6:00-9:00pm for Hometown Christmas tree-lighting ceremony. Seconded by Bass. Vote Aye: unanimous. Motion carried.

B. SENECA STREET TRAFFIC ANALYSIS:

Kristy Skaggs, PEC, presented the traffic analysis for the intersection of Seneca St. and Tanner Trail. Based on new residential and elementary school development, it was recommended a single-lane roundabout be included in the design. The analysis projected the biggest concern was during the a.m. drop off period and morning commute. A short computer-generated video showed the eastbound Tanner

Trail traffic backing up at the intersection with a stop control vs the roundabout. Kerstetter inquired whether a traffic light is an option. Skaggs stated that a traffic light isn't warranted, Kerstetter stated that he dislikes roundabouts and is not in favor of this design. Bass and Wilson spoke in support of the installation of roundabouts and explained how they have experienced a smoother and faster flow of traffic. Anderson and Stamm stated that safety at the intersection should be the #1 concern. Traffic especially buses attempting turns are more likely to be involved in a serious accident. Skaggs shared that traffic lights have become very hard to get because most are manufactured in Florida. Due to the recent hurricanes availability and costs are prohibitive. Gregory inquired about loan agreement with KDOT. Administrator Clark stated that control and decisions remain local. Colbert asked about delivery trucks and the impact they might have.

Bass moved to accept the traffic analysis and approve the recommendation of a roundabout at Seneca and Tanner Trail. Motion seconded by Anderson. Vote Yea: Colbert, Wilson, Bass, Anderson, Gregory, Evans and Stamm. Opposed: Kerstetter. Motion carried.

C. RESOLUTION 769-24; AUTHORIZATION FOR INTRAFI ACCOUNT-LEGACY BANK:

Finance Director Miller presented resolution to open IntraFi account with Legacy Bank. He stated that Legacy Bank had reached out to him directly regarding accounts. He reported that funds have been transferred to IntraFi accounts with Fidelity Bank. Following approval of Resolution, a second motion to name the authorized signers is needed.

Kerstetter moved to adopt Resolution 769-24, expanding the investment option with Legacy Bank for the City of Valley Center with an IntraFi account. Motion seconded by Evans. Vote Yea: unanimous. Motion carried.

Kerstetter moved to approve Clint Miller, Desirae Womack, Mayor James Truman and Council President Anderson as authorized signers on Legacy Bank – City of Valley Center IntraFi account. Motion seconded by Evans. Vote Yea: unanimous. Motion carried.

D. APPROVAL OF CONTRACT FOR FINANCIAL AUDIT:

Finance Director Miller presented the bids received for financial audit. Three bids were received for the five-year contract. Gordon CPA submitted the lowest qualified bid in an amount of \$92,815.00. Gordon CPA is the city's current auditing firm.

Evans moved to award Gordon CPA a five-year contract for financial auditing services in an amount of \$92,815.00 and authorize Mayor to sign. Seconded by Stamm. Vote Yea: unanimous. Motion carried.

E. APPROVAL OF RFP – BANKING SERVICES:

Finance Director Miller reported to Council his experiences with working with Sedgwick County Banks and specifically Intrust Bank. He has requested that Intrust match the current T-bill rates as other banks have pledged to match that rate. He explained the loss of interest income is a large amount. Intrust notified Miller that they would not raise the interest rates for City accounts Intrust also has lots and lots of fees. While Miller acknowledge the long history with Intrust, he requests authorization to request proposals for banking services from other Sedgwick County banks. Anderson asked whether a change would impact residents and staff. Miller stated that staff would be impacted during the transition, residents would probably not even notice the change.

Kerstetter moved to approve RFP for banking services and collect proposals. Motion seconded by Gregory. Vote Yea: unanimous. Motion carried.

CONSENT AGENDA

- A. APPROPRIATION ORDINANCE – NOVEMBER 5, 2024
- B. DELINQUENT ACCOUNT REPORT – AUGUST 2024
- C. PLANNING AND ZONING BOARD MINUTES – OCTOBER 22, 2024
- D. ALCOHOL WAIVER REQUEST – DECEMBER 6, 2024

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

STAFF REPORTS

PARKS AND PUBLIC BUILDING DIRECTOR OWINGS

Reported that first trees for Meridian have been delivered. Additional trees will be delivered at later dates. Staff will be working closely with residents as these will be planted along Meridian depending on variety.

PUBLIC SAFETY DIRECTOR NEWMAN

Police department staff have again placed in the lobby an Angel Tree. Profiles of children requesting help through the Christmas season are placed on the tree. Everyone is encouraged to select a child and purchase items for the child listed on their profile.

PUBLIC WORKS DIRECTOR EGGLESTON

Reported that the lights for North Meridian are scheduled to be shipped on December 6th. The closure of Meridian at the railroad crossing has been delayed due to the recent rain until Monday, November 11th. Reported that even with the heavy rain over the weekend the drainage along North Meridian did not experience flooded streets.

Staff has been exploring option for advance warnings for the crosswalks on 5th Street.

Wilson inquired about the concrete flume at Goff and Fieldstone. The rains have created a pool. Eggleston said that the rains have delayed the project, but he would call.

FINANCE DIRECTOR MILLER

Stated that he tried to keep relationship with Intrust Bank, They will be invited to submit a proposal for banking services, he just felt that they thought he was bluffing with other banks rates. Following the transfer of funds to invest in Fidelity's IntrFi accounts maybe they will be competitive. Kerstetter asked whether the decision to not match rates was at the local level. Miller stated that he was talking with one of the Vice-Presidents not local.

CITY ADMINISTRATOR CLARK

Public Works Director Eggleston reported that Nicholas Manning began at the Utility Manager. He brings extensive water and utility background. His previous position was Utilities Director at McAllister, Oklahoma. Skylar Fleetwood also began as equipment operator with the streets department. Eggleston will plan on introducing both gentlemen at the next council meeting.

GOVERNING BODY REPORTS-

MAYOR TRUMAN

Stated that he also drove down Meridian Ave during the heavy rain and no water was standing. Thanked the Chamber and Main Street Valley Center for a great Trick or Treat event. Very well attended.

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

ADJOURN -

The meeting adjourned at 8:02 PM.

Kristi Carrithers, City Clerk/HR Director

ADMINISTRATION AGENDA
RECOMMENDED ACTION

A. MINUTES:

RECOMMENDED ACTION:

Staff recommends motion to approve the minutes of the November 5, 2024, Regular Council Meeting as presented/ amended.

PRESENTATIONS / PROCLAMATIONS

Introduction of Nicholas Manning - Utility Manager
Skylar Fleetwood - Equipment Operator

PUBLIC FORUM

APPOINTMENTS

OLD BUSINESS

NEW BUSINESS

A. FROM THE GROUND UP DONATION REQUEST:

Sarah Warren with non-profit “From the Ground Up” will address Council with request for donation to aid in the distribution of aid to local families this holiday season. A donation was approved in 2023 in the amount of \$500.00.

- Letter

From the Ground Up Nonprofit

A nonprofit focused on supporting the families of Valley Center

PO Box 31

Valley Center, Ks, 67147

fromthegroundupvc.com

To Whom It May Concern,

I am writing to you today to tell you more about our nonprofit in hopes of receiving a donation to help fund one of our community projects. From the Ground Up is located in the town of Valley Center Kansas and serves over 1,000 people during the year through a variety of projects. Declared a 501(c)(3) in 2020, this nonprofit was started when the local school had a need for immediate access to clothing during the school day. Community members stepped up and started the Hornets' Hanger clothing closet to fill that need. The closet provides anyone in the community with gently used clothing, coats and shoes of all sizes at no cost anytime during the year.

In order to open the clothing closet to the community the founding team put together a Back-to-School Fair that has now become an annual event. Typically held on the first Saturday in August, families are able to shop for clothing, receive haircuts, sports physicals, school supplies as well as visit with other community agencies to find more programs to support their family. In 2022 a sensory hour was added to support families that have children with sensory processing disorder. In 2024 we had 713 people in attendance and all received everything free of charge.

Our largest project aims to help families provide gifts for their children during the holiday season who may not otherwise be able to afford them. The Hornets' Holidays program began in 2021 when a similar community project closed their doors. Families are able to request assistance for their children who are 18 and younger and enrolled in the Valley Center district. The families go through a verification process and the children are then anonymously matched with generous community members willing to purchase gifts for the children in a process similar to a virtual angel tree. On the second Saturday in December, families are able to pick up their gifts, shop the clothing closet, have their gifts wrapped by our volunteers and go through our Stuff-a-Sock area to put together a stocking for each child. When they leave, each family is also given a gift certificate for groceries at the local grocery store. In 2023 the project served 245 kids or 85 families. At the close of 2024 signup there are 316 kids or 107 families who qualify for assistance for this holiday season.

We appreciate you taking the time to learn more about us and our heart for our community. We truly couldn't do it without generous grants, funding, and gifts from people like you. If you have any questions please don't hesitate to reach out.

Sarah Warren
 From the Ground Up Nonprofit
 President

NEW BUSINESS
RECOMMENDED ACTION

A. FROM THE GROUND UP DONATION REQUEST:

Should Council choose to proceed

RECOMMENDED ACTION

Council may move to approve a \$_____ donation to From the Ground Up.

NEW BUSINESS

B. WATER TREATMENT PLANT PHASE 2 CONTRACT – BURNS & McDONNELL:

Travis Stryker, CAS Constructors and Jake White, Burns & McDonnell will present contract for Phase 2 of the water treatment plant. Contract price is \$19,734,790.00.

- Contract Agreement



STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER - LUMP SUM AS MODIFIED BY THE PARTIES

Document No. 525

Second Edition, 2010
© Design-Build Institute of America
Washington, DC



Standard Form of Agreement Between Owner and Design-Builder - Lump Sum

This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.

This **AGREEMENT** is made as of the _____ day of _____
in the year of 2024, by and between the following parties, for services in connection with the Project
identified below.

OWNER:

DESIGN-BUILDER:

(Name and address) Burns & McDonnell / CAS Constructors, Valley Center Joint Venture
3500 SW Fairlawn Rd., Ste 200
Topeka, KS 66614

PROJECT:

Water Supply and Treatment Plant Project Valley Center, Kansas

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

Scope of Work

1.1 Design-Builder shall perform or furnish all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

.1 All written modifications, amendments, minor changes and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Agreement Between Owner and Design-Builder* attached hereto as modified by the Parties ("General Conditions of Contract");

.2 This Agreement

.3 **Exhibit A** - Work Description

.4 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract

.5 The Basis of Design Documents, including:

A. Exhibit B - Basis of Design Report

B. Exhibit C – Preliminary Design Drawings

.6 **Exhibit D**- KDHE Contract Provisions (as required for SRF Projects)

.7 The Following, which may be delivered, prepared or issued or delivered after the effective date of this Agreement and are not Attached hereto:

A. Exhibit E- Performance and Payment Bonds and Kansas Statutory Bond.

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. Conflicts existing within Section 2.1.4 shall be resolved by giving precedence first to the Work Description.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 For any information, data, or specification provided or furnished by Owner: (a) Design-Builder is entitled to reasonably rely on the accuracy of the data information or specification provided or furnished and their compatibility with any design performance specifications; and (b) Design-Builder shall be entitled to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

3.6 In the event of some ambiguity in the Contract Documents, the parties shall be deemed to have jointly authored them and nothing shall be construed against or in favor of one party based on it being deemed the sole author.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, including any Architectural Works, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 Owner's Limited License Upon Project Completion and Payment in Full to Design Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of this Project only, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 herein. The Work Product cannot be used for other projects without Design-Builder's express written consent and appropriate compensation and agreement on terms of use and indemnity.

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General

Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party and on the Owner's obligation to provide the indemnity set forth in Section 4.5 herein.

4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete this Project only and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

4.5 Owner's Indemnification for Use of Work Product. If Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless the Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product.

4.6 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Design-Builder's rights.

4.7 The Owner shall not utilize the Documents, designs, or specifications furnished by Design-Builder to solicit bids or obtain negotiated prices from other contractors.

4.8 This Article 4 shall survive any termination of this Agreement by either Party.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) days of: Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement"). Construction work will commence provided that any permits, regulatory approvals, property and easement acquisitions required to commence construction have been obtained by Owner, unless the parties mutually agree otherwise in writing. Delay in any of the foregoing shall entitle the Design-Builder to an adjustment in Contract Time and Contract Price to the extent either is impacted.

5.2 Substantial Completion and Final Completion

.1 Substantial Completion of the entire Work shall be achieved no later than Seven Hundred Ninety-One (791) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date"). Substantial Completion shall be defined as set out in the General Conditions.

.2 Interim milestones and/or Substantial Completion of identified portions of the Work shall be achieved as follows:

None.

.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

.4 All of the dates set forth in this Article 5 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

.5 If the Design-Builder is delayed in the progress of this Project by acts or neglect by the Owner, its employees, separate contractors employed by Owner, or by its separate contractors or subcontractors employed by the tenant, governmental action, or by change orders in the Work not caused in any part by the fault, negligence or omissions of the Design-Builder, or any other cause beyond the reasonable control of Design-Builder; then the Contract Time for completion shall be extended, and the Contract Price shall be equitably adjusted by a written Change Order.

.6 Where the Design-Builder reasonably establishes that delays as set forth above or that are caused by shortage of labor, strikes, lockout, tornado, flood, wind damage, fire, unusual delay in transportation, adverse weather, explosion, sabotage, accidents, riots, civil commotion, acts of war, casualty, condemnation, epidemic, pandemic, public health emergency, supply chain disruption, acts, omissions, of failure to act by governmental entities or agencies, or other Force Majeure beyond the Design-Builder's reasonable control impact the cost and/or Contract Time, the Design-Builder shall be entitled to recover all extra costs and an appropriate extension of the Contract Time. Design-Builder shall provide written notice of the existence of such cause of delay, together with back-up documentation that verifies the impact.

.7 For purposes of determining weather delays, adverse weather days shall also include those days when site conditions are such that Work cannot be performed, or cannot be performed efficiently, due to adverse weather on the preceding day or days (including a weekend) which impact site conditions.

5.3 Time . Owner and Design-Builder mutually agree that time is material with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date in Section 5.2.1, above, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by thirty (30) days after the Scheduled Substantial Completion Date (the "LD Date"), Design-Builder shall pay Owner One Thousand Two Hundred Dollars (\$1,200.00) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.

5.5 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by Owner which are occasioned by any delay in achieving Substantial Completion, Interim Milestone Dates or Final Completion.

.1 Owner and Design-Builder agree that the maximum aggregate liability Design-Builder has for any liquidated damages that may be assessed under this Agreement shall be Two Hundred Thousand Dollars (\$200,000.00).

5.6 Early Completion Bonus. Not Used

5.7 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 of the General Conditions of Contract, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price for those events set forth in Section 8.2.1 of the General Conditions of Contract.

Article 6

Contract Price

6.1 Contract Price. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of Nineteen Million Seven Hundred Thirty-Four Thousand Seven Hundred Ninety Dollars and Zero Cents (\$19,734,790.00) ("Contract Price"), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

The Contract Price includes the Allowances set forth in Exhibit A - Work Description.

6.2 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9.4.1.3 or 9.4.1.4 of the General Conditions of Contract, the following markups shall be allowed on such changes:

.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design Builder shall receive a mark-up of not more than ten percent (10%) for overhead and not more than fifteen percent (15%) for profit on the additional costs incurred for that Change Order. In addition to mark-up for Fee, Design-Builder shall be entitled to mark-up for insurance and bond (if bonded Project) in an amount of two and one-half percent (2.5%). Neither Design-Builder's Fee nor insurance and bond shall be reduced due to deductive Change Orders issued by the Owner.

.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include no additional reduction to account for Design-Builder's Fee or any other markup.

6.3 Allowance Items and Allowance Values

.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in Exhibit A - Work Description.

.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

.4 The Allowance Value includes the direct cost of labor, materials, equipment, transportation, taxes, and insurance associated with the applicable Allowance Item. All other costs, including Design-Builder's overall project management and general conditions costs, overhead and Fee, are deemed to be included in the original Contract Price, and are not subject to adjustment notwithstanding the actual amount of the Allowance Item.

.5 Whenever the cost for an Allowance Item, including both direct and indirect cost, is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual cost, both direct and indirect cost, incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

6.4 Performance Incentives Not Used

Article 7

Procedure for Payment

7.1 Progress Payments

.1 Design-Builder shall submit to Owner by the Fifth (5th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

.2 Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.2 Retainage on Progress Payments

.1 Owner will retain ten percent (10%) of each Application for Payment, exclusive of amounts paid for design services, provided, however, that when fifty percent (50%) of the construction Work has been completed by Design-Builder by cost, and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional retention amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project. No retention will be held on account of design or professional services.

.2 Within fifteen (15) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within thirty (30) days after Owner's

receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of one and one-half percent (1.5%) per month until paid. In any legal action or arbitration by Design-Builder to recover amounts due and not paid, Design-Builder shall be permitted to recover its attorney's fees and costs from Owner.

7.5 Record Keeping and Finance Controls. With respect to changes in the Work performed on a cost basis by Design-Builder pursuant to the Contract Documents, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to changes in the Work performed on a cost basis in accordance with the Contract Documents, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any lump sum, hourly rates, multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such lump sum, multiplier or markup has been charged in accordance with this Agreement, but the composition of such lump sum, multiplier or markup is not subject to audit.

Article 8

Termination for Convenience

8.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

- .1** All Work executed and for loss, cost or expense in connection with the Work;
- .2** The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and the fair and reasonable sums for overhead and profit on the sum of items .1 and .2 above.

8.2 Not used

8.3 If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.

Article 9

Representative of the Parties

9.1 Owner's Representatives

.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract

Name: Brent Clark
 Title: City Administrator
 Address: 121 S. Meridian
Valley Center, KS 67147
 Telephone No.: (316) 755-7310
 E-mail.: bclark@valleycenterks.org

.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

Name: Sarah Unruh
 Title: Owner's Representative
 Address: 303 South Topeka
Wichita, KS 67202
 Telephone No.: (316) 262-2691
 E-mail.: Sarah.Unruh@pec1.com

9.2 Design-Builder's Representatives

.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Name: Travis Stryker
 Title: Authorized Representative
 Address: 3500 SW Fairlawn Rd. Suite 200
Topeka, KS 66614
 Telephone No.: (785) 354-9953
 E-mail.: travis.stryker@casconstructors.com

.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

Name: Darin Brickman
 Title: Authorized Representative
 Address: 9400 Ward Parkway
Kansas City, MO 64114
 Telephone No.: (816) 333-9400
 E-mail.: dbrickman@burnsmcd.com

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder shall procure the insurance coverages set forth below and in accordance with Article 5 of the General Conditions of Contract.

TYPE:	REQUIRED LIMITS:
1. Worker's Compensation Insurance	Statutory Amount
2. Employer's Liability	\$500,000 policy limit by disease, \$500,000 each accident, \$500,000 each employee by disease
3. Commercial General Liability (CGL)	
General Aggregate:	\$2,000,000
Completed Operations Aggregate:	\$2,000,000
Limit Per Occurrence:	\$1,000,000
4. Automobile Liability: (Hired, Owned and Non-owned Included)	
Combined Single Limit per Accident	\$1,000,000
5. All-Risk Builder's Risk	limits equal to the Completed Value of Project Work, This policy shall be in place during construction of the Work until Substantial Completion of the Work. Owner, subcontractors of every tier, including suppliers, vendors, and manufacturers, architects, and engineers shall be included as an additional insured but only to the extent of their interests while on site. Owner responsible for deductibles through an Allowance Item.
6. Professional Liability	\$1,000,000 per claim
and in the annual aggregate.	

10.2 Bonds. Design-Builder shall provide the following performance bond and labor and material payment bond.

Performance Bond.

Required Not Required

Payment Bond and Kansas Statutory Bond.

Required Not Required

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows:

.1 Sole Governance of the Work. Where this Agreement is entered into subsequent to the Design-Builder beginning performance of the Work for the Project including, preconstruction services provided under the Preliminary Design-Build Agreement, the parties acknowledge and agree that this Agreement is intended to and shall govern all Work provided by the Design-Builder for the Project, whether initiated or performed prior or subsequent to the execution of this Agreement, and that this Agreement is intended to and shall supersede and replace any and all prior agreements whether written or oral for the subject matter set forth in this Agreement.

Article 12

Limitation of Liability

12.1 **Limitation.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Design-Builder, its Design Consultants and Subcontractors, surety (if any) and their respective officers, directors, employees, and agents, and any of them, to Owner and anyone claiming by, through or under Owner, for any and all claims, losses, liabilities, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any cause, including but not limited to the negligence, indemnity, professional errors or omissions, strict liability, breach of contract, or warranty (express or implied) shall not exceed the total compensation actually received by Design-Builder under this Agreement. The parties agree that specific consideration has been given by the Design-Builder for this limitation and that it is deemed adequate.

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

City of Valley Center, Kansas

(Signature)

(Printed Name)

(Title)

Date: _____

DESIGN-BUILDER:

Burns & McDonnell Engineering McDonnell / CAS Constructors, Valley Center Joint Venture.



(Signature)

Travis Stryker

(Printed Name)

Authorized Representative

(Title)

Date: November 13, 2024

NEW BUSINESS
RECOMMENDED ACTION

**B. WATER TREATMENT PLANT PHASE 2 CONTRACT – BURNS AND
McDONNELL:**

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends Council approve contract with Burns & McDonnell/CAS Constructors in the amount of \$19,734,790.00 and authorize Mayor or City Administrator to sign.

NEW BUSINESS

C. FENCE DISCUSSION – 748 N. WAKEFIELD:

During public comments at previous meeting, resident inquired about fencing issue at his property located at 748 N. Wakefield. Council will have opportunity to discuss fencing issue. Community Dev. Director Fiedler will be present to answer any questions regarding right of way and zoning questions.

- Staff Memo



November 19th, 2024

To: Mayor Truman & Council Members
 From: Kyle Fiedler, Community Development Director

Subject: Ridgefield Drainage Easements and Fencing

CONCERN

The first map below shows City infrastructure, blue represents water lines, green represents sewer lines, golden yellow/orange represents storm sewer and the grey squares represent inlets into the storm sewer. The second map shows some of the drainage (DR) and utility easements (UE) in the Ridgefield neighborhood, labeled and marked by dashes.

There are 3 surface inlets in the rear easements of properties, these inlets are intended to allow surface runoff from the surrounding properties into the storm sewer where it is then directed to the neighborhood's detention pond.

Property owners can typically fence in a utility easement on their property, although the property owner is made aware that if they fence across an easement that they must allow access to utility providers in the easement, and/or that the fence can be taken down in the easement when necessary to construct or maintain infrastructure. Drainage easements are in place because storm sewer runs underground, to provide area for surface drainage to flow to and from, or a combination of both, which sometimes include surface inlets. Surface inlets are designed to accept the run-off of water from surrounding properties. To ensure that the water continues to flow, they require regular maintenance checks, which could involve the use of large equipment to ensure they are free of debris and allow the water to continually flow away from the properties. In this case, because of the regular maintenance required, fencing into the easements with surface inlets is not allowed. This ensures that City staff can easily access and maintain the infrastructure.

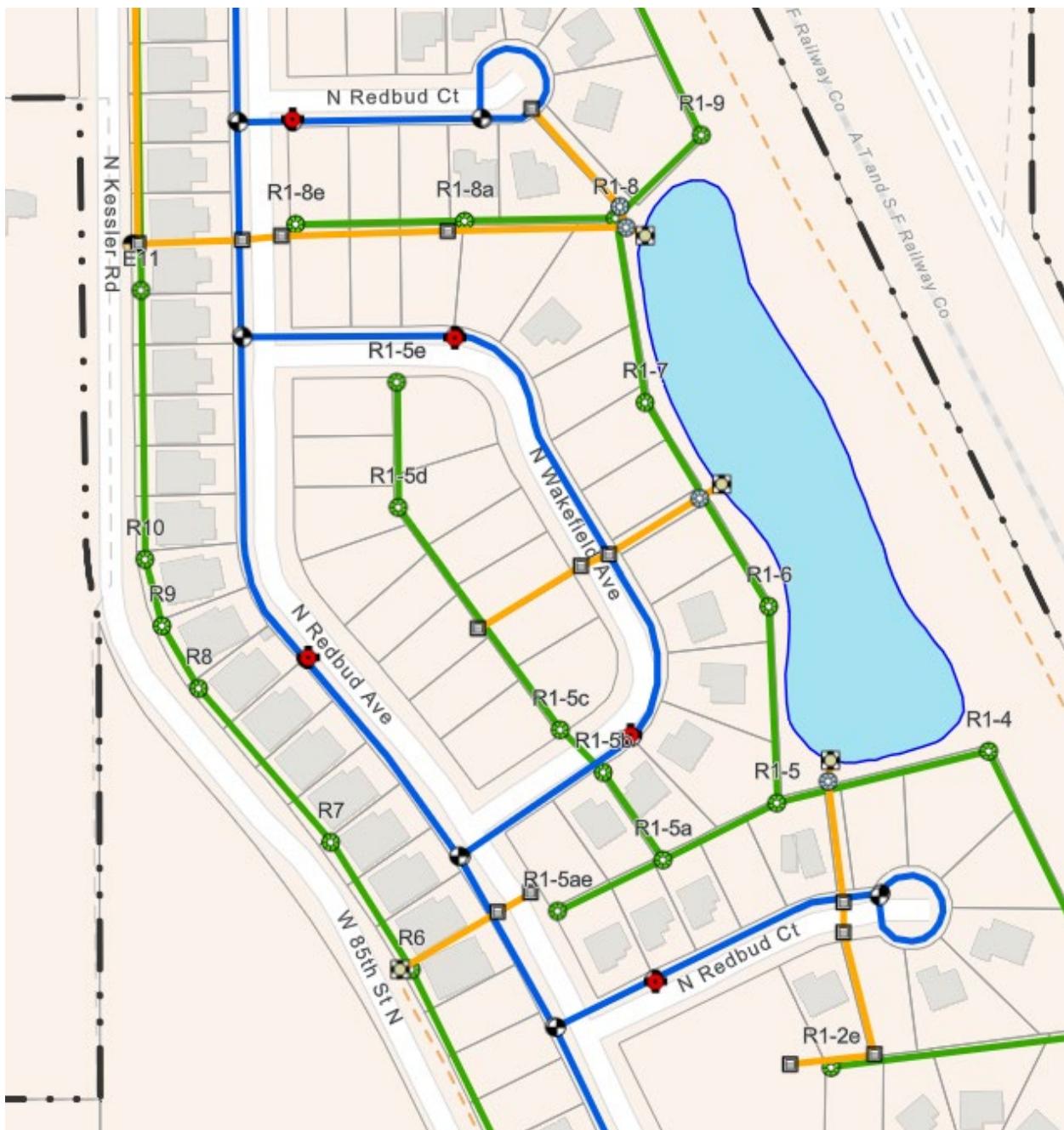
If these easements were fenced across, the flow of water can be obstructed by the fence itself as well as access to the inlet could be compromised as staff would have to enter a fenced yard. If a pet was in the yard, or a gate was locked, staff could potentially not be able to maintain the inlets in a time-appropriate manner.

Our fence permit process has allowed us to keep consistency across this neighborhood regarding the drainage easements with surface inlets.

RECOMMENDATION

Staff recommends continuing to follow our permitting and review process and not allowing drainage easements with surface inlets to be fenced in.

Sincerely,
Kyle Fiedler
Community Development Director





NEW BUSINESS
RECOMMENDED ACTION

C. FENCE DISCUSSION – 748 N. WAKEFIELD:

Discussion only – no action needed

NEW BUSINESS

D. RESOLUTION 770-24; STORMWATER MANAGEMENT FEES:

Finance Director Miller will present Resolution 770-24 regarding the Stormwater Management Fees. He will recommend that rates remain the same according to the schedule for four more years.

- Resolution 770-24

RESOLUTION NO. 770-24**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF VALLEY CENTER, KANSAS AMENDING THE STORM WATER MANAGEMENT FEE CHARGED WITHIN THE CITY OF VALLEY CENTER FOR STORM WATER UTILITY MANAGEMENT.**

WHEREAS, the City of Valley Center has established a Storm Water Utility according to state and federal guidelines; and

WHEREAS, Ordinance Number 1167-08 requires that the Storm Water Management Fee be established and set by Resolution of the Governing Body of the City of Valley Center; and

WHEREAS, Resolution Number 548-08 initially established the rate structure for the Storm Water Management Fee. The City Staff and Governing Body of the City of Valley Center has determined there is not a justifiable need to adjust the rates established under Resolution 548-08 and amended under Resolution 700-21;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALLEY CENTER, KANSAS:

SECTION 1 The Storm Water Management Fee rates established by Resolution 548-08 and amended by Resolution 700-21 will not be adjusted for properties within the incorporated city limits of the City of Valley Center but remain the same according to the following schedule based upon the total square feet of impervious surface contained within the property;

Property Type		2025	2026	2027	2028
Impervious Square Footage	Monthly management service fees				
Residential	Class 1	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
* <u>≤ 1,000</u>	Class 2	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
* <u>1,001 ≤ 5,000</u>	Class 3	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00
* <u>5,001 ≤ 100,000</u>	Class 4	\$ 44.00	\$ 44.00	\$ 44.00	\$ 44.00
* <u>100,001 < above</u>	Class 5	\$ 88.00	\$ 88.00	\$ 88.00	\$ 88.00

(*All Non-Residential Properties include multi-unit residential properties with a parking lot and one single meter per building.)

SECTION 2 The foregoing fees shall become effective upon adoption by the Governing Body of the City of Valley Center, Kansas.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR this 19th day of November 2024.

James E. Truman, Mayor

ATTEST: _____
Kristi Carrithers, City Clerk

NEW BUSINESS
RECOMMENDED ACTION

D. RESOLUTION 770-24; STORMWATER MANAGEMENT FEES:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends approval of Resolution 770-24 regarding Stormwater Management Fees authorize Mayor to sign.

NEW BUSINESS

E. APPROVAL OF RFP FOR 2025 ROADWAY UPGRADES:

Public Works Director Eggleston will present the RFP (request for proposals) for 2025 Roadway Upgrades.

- Staff Memo
- RFP 2025 Roadway Upgrades



November 19, 2024

To: Mayor Truman & Members of Council
From: Rodney Eggleston – Public Works Director
Subject: Approval of 2025 Roadway Upgrade Services RFP

BACKGROUND

In keeping with the overall street rehabilitation strategy, Public Works has selected approximately 11295 square yards of pavement for removal of asphalt surface, rock base & asphalt installation. With the closing of 69th & Meridian coming up, staff is recommending moving this up in the schedule.

- South Seneca from 69th street south to 61st street - Remove surface & Replace with Asphalt & Base

PROPOSAL

City staff are requesting approval of the 2025 Roadway Upgrade Services RFP.

FINANCIAL CONSIDERATION

This cost will be taken from the system improvement line item in the Streets budget.

SUMMARY

City staff are requesting approval of the 2025 Roadway Upgrade Services RFP.

Sincerely,
Rodney Eggleston
Public Works Director



REQUEST FOR PROPOSALS (RFP)

2025 Roadway Upgrade Services

Proposal Deadline:
December 2, 2024

Overview

The City of Valley Center, KS is seeking proposals for the attached scope of work. All applicable federal, state, and local laws, ordinances and regulations must be adhered to. Services to commence upon execution of contract.

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

- Remove surface, excavate, lay a 6" crushed concrete base, apply 6" inches of asphalt surface (4 inch lift then 2 inch lift) to approximately 11,295 square yards of roadway. A list of streets is provided later in this document.
- Restore all paint striping to original condition to include crosswalk lines, turn lanes, etc.
- Complete applicable forms and certifications.
- Maintain General Liability Insurance (\$1,000,000 minimum); Workers Compensation Insurance (\$500,000) and business automobile liability (\$1,000,000) and furnish proof of such insurance.

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

In order to be eligible to submit a bid to the City for the installing, improving or construction of any of the City's street paving, stormwater utility drainage, water line, sanitary sewer line and related work on public utilities and public works (to the extent the same are located or to be located within the public right-of-way), a bidding contractor must be listed with the Kansas Department of

Transportation on its Pre-Qualified Contractor's List, as then published and in effect in the State of Kansas at and during the time bids are solicited by the City and due. The governing body reserves the right to waive such a requirement in any specific case, and any approval by the governing body of a contract with any non-qualifying bidder or contractor shall be deemed absolute and intentional waiver of this pre-requisite.

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

Proposal Submittal

Proposal responses shall be submitted on the Proposal Submission Form (page 8). All costs are to be final.

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

Questions from contractors shall be accepted by the Public Works Director – Rodney Eggleston via email or phone. Emails shall be submitted to reggleston@valleycenterks.org by phone 316-755-7320.

Completed proposals must be received no later than December 2, 2024 at 12:00 pm and delivered to: City of Valley Center, City Hall, 121 S. Meridian P.O. Box 188; Valley Center, KS 67147, attention Kristi Carrithers clearly marked "RFP – Roadway Upgrade Services 2025". The City reserves the right to reject all proposals. Proposals received after this deadline may be refused and deemed ineligible for consideration at the City's sole discretion.

Minimum Insurance and Bonding Requirements for Contract Awards

Contract awards shall be made only to contractors that possess the ability to perform successfully under the terms and conditions of a proposed procurement. Contracts awarded shall include the following guarantees, except when an exemption is provided:

A performance bond on the part of the contractor for 100% of the contract price for any contract exceeding the sum of \$100,000.

All construction contractors and subcontractors are to carry Workman's Compensation Insurance for all employees who work on the premises, as well as:

- a. Manufacturers and Contractor's Public Liability Insurance as appropriate for the project (Minimum requirement - \$1,000,000)
- b. Property Damage Insurance to protect them from claims for property damage. (Minimum requirement - \$1,000,000)
- b. Any and all additional insurance required by the laws of the State of Kansas.

If any subcontracting is let, prime contractors will be required to ensure the subcontractors comply with the provisions of this plan and with all applicable required federal and state

regulations. All subcontractors must be licensed through the City and provide evidence of insurance if applicable.

Any insurance requirements for state and/or federal funds are also incorporated into this document by reference and will be adhered to on such projects.

All proof of insurance and bond documents shall be provided to the City Clerk prior to the Contractor beginning work on any City project.

Selection of Contractor

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

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

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

Proposal Requirements and Examination of Work to be Performed.

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

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

Section 2

GENERAL INFORMATION

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

SCOPE OF SERVICES, BACKGROUND, AND PURPOSE

This scope of work pertains to the upgrade of specified streets within the City. The overall responsibility of the Contractor is to coordinate, plan, manage, and perform activities described in this RFP to maintain an acceptable appearance in those areas included in the RFP.

The Contractor shall furnish all labor and materials necessary to perform the scope of work listed. The contractor shall complete all the tasks listed below and will comply with all the requirements and specifications.

- Remove surface & excavate, apply 6-inch crushed concrete base & lay 6 inches of asphalt pavement (4 inch lift then 2 inch lift). (Sq. Yds)

South Seneca (69 th to 61 st Streets)	11,295
--	--------

- Repaint all traffic, crosswalk, turn lanes, etc.

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

HOURS WHEN WORK IS TO BE PERFORMED

All work is to be performed Monday through Friday from 6:30am to 6:30pm. No work shall be done on Saturday or Sunday without written permission from the City. The selected Contractor will have to work around scheduled activities, events and the public and adjust their schedules accordingly. The contractor will notify adjacent homeowners of the pending work at least 2 days in advance to have vehicles moved from the street. The Contractor may consult the City of Valley Center Public Works Director for coordination.

SCHEDULING OF WORK- BEGINNING OF CONTRACT TERM

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

CONTRACTOR'S EMPLOYEES

- A. Personnel employed by the Contractor shall be capable employees qualified in this type of work. A fully qualified workforce shall be maintained throughout the period of this contract.
- B. The Contractor shall always employ the quantity and quality of supervision necessary for both effective and efficient operations.
- D. Contractor shall be liable for any damages caused directly or indirectly by its employees.

PAYMENT TO CONTRACTOR

- A. The Contractor shall send an invoice or pay application to the Contract Manager and Accounts Payable staff for the services provided during the project. The invoice shall show location, service type, product and quantities used and service date, unit price, extended price and totals for each application.
- B. Invoices will be submitted to City Hall Accounts Payable, Amanda Park apark@valleycenterks.org and Contract Manager, Rodney Eggleston reggleston@valleycenterks.org or may be mailed to: 121 S. Meridian, PO Box 188, Valley Center, KS 67147, Attn: Accounts Payable.
- C. The Contract Manager or his designee shall review the invoice and any necessary reductions which must be made in accordance with the conditions of the Contract. Should the Contractor's invoice not include all necessary reductions, the invoice shall be reduced by the amount of the non-included reductions and processed for payment. The Contractor shall be notified of the reductions made and supplied with copies of documentation supporting those reductions.

CHANGES TO THE SCOPE OF WORK AND TERMINATION OF CONTRACT

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

INSPECTIONS AND APPROVAL OF WORK

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

ON-SITE SUPERVISION AND TRAINING

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

CONTACT INFORMATION

Contract Manager

Rodney Eggleston
 Public Works Director
 Office: 316-755-7320
 P.O. Box 188; 121 S. Meridian, Valley Center, CO 67147
 Email: reggleston@valleycenterks.org

Schedule

The following is a projected and tentative schedule of events:

Date	Event
November 19, 2024	RFP approval to issue
November 20, 2024	RFP issued
November 25, 2024, 11 AM.	Last day for respondents to submit written questions
November 27, 2024, 5 PM.	Final day responses to questions will be provided
December 2, 2024, 12 p.m.	Proposals due
December 3, 2024, 10 a.m.	Bid opening at Valley Center City Hall
December 3, 2024, 7 p.m.	Proposal selected at City Council meeting

SECTION 3

PROPOSAL SUBMISSION FORM

2025 City of Valley Center Roadway Upgrade Services

1. COMPANY NAME _____

2. ADDRESS (Home Office) _____

3. TELEPHONE NUMBER (office) _____ (cell) _____

4. NUMBER OF FULL-TIME EMPLOYEES _____

5. OWNERSHIP

_____ Sole Proprietor

_____ Other – Please Specify

_____ Limited Partnership

PROPOSAL PRICES. Fixed prices for all requirements identified in Section 2 Scope of Services. Pricing submitted in this portion must be fully inclusive of all anticipated costs of the RFP and shall include all costs for management, supervision, labor, and material associated with the RFP. The base bid includes the locations and scope of services identified in Section 2.

Bid submission must also include an additional page(s) that itemizes service costs by location, service type, unit price and extended price for each application.

Pricing to comply with Section 2 Scope of Services of this RFP for locations identified. This is the base bid for Asphalt Mill & Overlay Services: Prices are to be “Not to exceed”

Total Cost

\$ _____

Signature of Authorized Representative

Name/Title of Authorized Representative

Date

NEW BUSINESS
RECOMMENDED ACTION

E. APPROVAL OF RFP FOR 2025 ROADWAY UPGRADES:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends motion to approve the RFP for 2025 Roadway Upgrades and authorize staff to collect proposals and present selected bidder at future City Council meeting.

NEW BUSINESS

F. PERSONNEL POLICY REVISIONS:

City Clerk/HR Director Carrithers and City Administrator Clark will present revisions to the 2023 Personnel Policy. If approved the 2023 policy with revisions will be effective November 23, 2024.

- Revisions to current 2023 Personnel Policy

2023 PERSONNEL POLICY MANUAL

**Amended
November 23, 2024**



TABLE OF CONTENTS

<u>Chapter</u>	<u>Section</u>	<u>Page</u>
15	Technology and Computer Use	58
	Purpose	
	General	
	Artificial Intelligence	
	E-Mail, Cell Phones and Internet Usage	
	Social Media	
	Personal Use of Computer Technology	
	Monitoring Employees' Use of Computer Technology	
	Non-Exempt Employee Use of Technology	
	Outside of Work Hours	
	Software	
	Confidentiality	
	Law Enforcement, Legal and Investigation Exception	
	Violation of Policy	
	Terminology	
16	Employee Conduct and Discipline	65
	Purpose	
	Standards of Conduct	
	Disciplinary Procedures and Termination	
	Investigation, Prosecution and Termination	
17	Ending employment relationship	68
	Resignation or Retirement	
	Exit Interviews	
	Return of City Property	
	Employment Acknowledgment	70
	Employment At-Will	71
	Fair Labor Policy	72
	Organization Flow Chart	73

Chapter 4: Non-Harassment Policy

I. Purpose

All City employees have the right to work in an environment free from all forms of harassment, including harassment based on race, color, religion, gender, national origin, ethnicity, age, disability, veteran status, **sexual orientation** or any other characteristic protected by state, local or federal law. The purpose of this policy is to prevent and redress harassment in the workplace.

II. Harassment Defined

Harassment is verbal, written or physical conduct which degrades or displays hostility or hatred toward others based on their race, color, religion, gender, national origin, age, disability, **sexual orientation**, ancestry or other protected characteristic and which creates an intimidating, hostile or offensive working environment, unreasonably interferes with an individual's work performance or otherwise adversely affects an individual's employment opportunities.

III. Harassment Prohibited

Harassment of any kind is expressly prohibited and shall not be tolerated. Any employee who engages in harassing conduct shall be subject to discipline, up to and including termination. Any employee who has reason to know of an incident of harassment shall immediately report the incident of harassment as outlined in the Harassment Complaint Procedure below. The City does not retaliate against, and does not tolerate retaliation against, those who report harassment in good faith or those who cooperate with harassment investigations.

IV. Harassing Conduct

Generally speaking, harassing conduct includes, but is not limited to, the following acts or conduct when those acts or conduct relate to race, color, religion, gender, national origin, age, disability, ancestry or other protected characteristics:

- Epithets
- Slurs
- Negative stereotyping
- Threats; and
- Written or graphic material that degrades or displays hostility or hatred toward an individual or group based on race, color, religion, gender, national origin, age, disability, **sexual orientation** or other protected characteristic, when such material is distributed or circulated in the workplace or placed on walls, on bulletin boards or elsewhere on the premises of the City.

where the supervisor or department director is a member of their immediate family. “Immediate family” is defined to include only an employee’s parents, stepparents, spouse, children, sister or brother, grandparents, grandchildren, mother or father-in-law and brothers or sisters-in-law.

- b)** In addition to the above, no person shall be employed in a position in any department if that person is a member of the immediate family of another employee within that department **without written approval of Department Director and City Administrator.**
- c)** If two employees within the same department marry or otherwise obtain a relationship whereby, they become members of each other’s immediate family, one of the employees shall be transferred to another department, if possible, without loss of pay or other benefits. However, the establishment of such a relationship shall not be the basis for termination of employment.

X. Fraternization

While the City encourages amicable relationships between supervisors and their subordinates, it recognizes that involvement in a romantic relationship may compromise a supervisory employee’s ability to perform his or her job. Any involvement of a romantic nature between a supervisor and anyone he or she directly or indirectly supervises is prohibited. Violations of this policy should be reported to the department director or City Administrator. Any violation of this policy will be cause for disciplinary action, up to and including termination of the supervisor’s employment.

XI. Outside Employment

- a)** Employees may be employed by another employer if: (1) there is no conflict with assigned City work hours; (2) the employee’s efficiency is not adversely affected; (3) there is no legal, financial, or ethical conflict with the interests of the City; and (4) the employment is approved by the department director and City Administrator.
- b)** A formal request form to perform outside employment must be renewed and re-authorized by the department director and City Administrator if a substantial change in either the employee’s duties or the outside employment occurs, or a conflict develops. The employee shall advise the department director of the nature of the outside employment, the hours involved and any other appropriate information. Whenever extra duty or stand-by for City employment is necessary, such status shall take precedence over outside employment. All request forms need to be filed with the city clerk.
- c)** In the event outside employment interferes with the employee's City job, the department director will request that the employee take whatever action necessary to eliminate further interference. Recurrence of the problem is cause for disciplinary action. No City employee shall use the power, prestige, or influence of his or her position with the City to obtain outside employment or personal advantage.

Chapter 8: Employment Status and Records

I. Employment Classifications

- a)** All employees are classified as one of the following:
 - FULL-TIME: Employees who work on a regular and continuing basis and who work forty (40) hours per work week for a period of twelve months. *Employees who work an average of at least 30 hours per week are not considered full-time but will be eligible for medical insurance at employee expense in compliance with the Patient Protection and Affordable Care Act.
 - PART-TIME: Employees who work **less than twenty (20)** hours work week on a regular and continuing basis.
 - TEMPORARY/SEASONAL: Employees who work on a temporary or recurring basis for a specific purpose or program and whose employment is not intended or expected to exceed five (5) months in any calendar year. These employees are not eligible for any benefits except those required by law.

ELECTED OFFICIALS: Members of the Governing Body are not employees of the City, and this Manual does not apply to them.

VOLUNTEERS are unpaid individuals performing services for or on behalf of the City and, though not employees of the City, may be dismissed from service for dangerous or unsafe acts or omissions, for failure to perform volunteer duties satisfactorily, or if their services are no longer needed. This Manual does not apply to volunteers.

Employees hired from temporary employment agencies for specific assignments are employees of the respective agency and not of the City.

- b)** In addition, employees are classified in one of two classifications for wage and hour purposes under state and federal law:
 - **NON-EXEMPT EMPLOYEES:** Non-exempt employees are eligible to receive overtime or compensatory time as required by the Fair Labor Standards Act (FLSA). Non-exempt employees are paid on an hourly basis. Overtime pay is 1.5 times the regular rate of pay.
 - **EXEMPT EMPLOYEES:** Exempt employees are exempt from the minimum wage and overtime provisions of the federal Fair Labor Standards Act (FLSA). Exempt employees are paid a salary and are not eligible to receive overtime compensation for hours worked in excess of forty (40) hours in a work week. All exempt employees shall be notified at the time of hire or change in status of their exempt classification.
- c) Introductory Period.** The introductory period is an integral part of the selection and screening process and shall be used for close observation of the work of the employee and for termination or reassignment of an employee whose work does not meet the standards for his or her position, as determined by the supervisor or department

Chapter 10: Timekeeping, Payroll, Hours and Compensation

I. Purpose

Accurately recording time worked is the responsibility of every non-exempt employee. Federal and state laws require the City to keep accurate records of time worked in order to calculate employee pay and benefits. It is the intent and policy of the City to comply with the provisions of the FLSA, as it applies to local governments, in its overtime and compensatory time provisions and pay practices for City employees. In the event that the City's personnel policy should differ from the FLSA, the FLSA controls. Time worked is all the time actually spent on the job performing assigned duties. Non-exempt employees are to provide an accurate accounting of hours worked and leave used during a pay period on a timesheet.

Completed timesheets require the signatures of the employee. These signatures certify that, to the best of their knowledge, the information provided on the documents is true and correct.

COMPLETING ANOTHER EMPLOYEE'S TIME SHEET OR FALSIFYING ANY TIME-KEEPING RECORD IS GROUNDS FOR DISCIPLINARY ACTION, UP TO AND INCLUDING IMMEDIATE DISMISSAL.

- Exempt Employees must submit documentation for the use of any paid or unpaid leave in a workweek.
- Non-Exempt Employees must submit a timesheet tracking actual hours spent working and when no work is performed due to vacation, illness, insufficient work, or other cause. Employees should accurately record the time worked. Overtime work must always be approved in advance by the Department Head.
- Employees are not allowed compensation time but may be allowed to flex time during a given pay period/pay week as approved by department director.

II. Official Pay Plan

The **Finance Director** ~~Asst. City Administrator~~ will maintain the pay plan. The compensation rate of each employee of the city, shall, at least annually, be set at an amount within the pay range of the position class the employee is assigned. Pay ranges are set in accordance with market rates for comparable work in cities similar to the City of Valley Center, and to the greatest extent practical reflect the duties and responsibilities of each position.

III. Pay Increases

- a) Pay increases shall not be routine or automatic and are subject to approval by the City

- b) **Payment.** Overtime compensation shall be paid no later than the first payday following the pay period in which it was earned.
- c) **Recording Actual Hours Worked.** It is the employee's responsibility to accurately record and submit record of any overtime worked. The department director shall maintain such records.

VII. Longevity Pay

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

VIII. Payroll Discrepancies and Payroll Deductions

- a) Employees who believe they have been subject to improper salary deductions or who have not been fully paid for any payroll period, should notify the City Clerk immediately upon discovering such discrepancy. If it is determined that a salary deduction was improper or that the employee did not receive full compensation for any payroll period, the employee will be reimbursed for any improper deduction or paid for any previously unpaid wages on the next payroll period following the determination.
- b) The City is required by law to make certain deductions from every employee's paycheck, including federal, state and local income taxes and the employee's share of Social Security. **The City is a KPERS employer and will withhold at rates directed by State.** Eligible employees may authorize deductions from their paychecks to cover the costs of participation in certain benefit programs and for other purposes as allowed by law. In addition, the City is required by law to recognize certain court orders, liens and wage assignments. The City does not condone unlawful deductions and will make every effort to ensure compliance with the FLSA.

IX. Meal Periods and Rest Breaks

Time off for meal and rest breaks will be allowed, if workload permits, according to the schedule set by the supervisor or department director.

- a) **Meal Periods.** As a general rule, employees are provided with one unpaid meal break each workday. Daily arrangements for the appropriate lunch hour should be made with the employee's supervisor, and the appropriate front desk or administrative personnel shall be advised upon leaving and returning.
- b) **Rest Breaks.** Subject to workload, a maximum of two 15-minute (or equivalent of 30 minutes) paid break periods will be allowed per workday. Rest breaks are a privilege, not a right. Abuse of this privilege may lead to discontinuance of break periods.

If an employee is staying overnight for training, the City will pay a per diem based on the current government rate which can be found on the VC Intranet or at <https://www.gsa.gov/travel/plan-book/per-diem-rates> **Lodging expenses will be paid by City.**

XI. Security Pay

The City agrees to pay compensation at a rate of **\$50.00** per hour for each Employee who is assigned by the Chief of Police to and does perform security duties at a scholastic sport event, Church service, contracted private event or other similar event as determined by the Chief of Police.

XII. Shift Differential

Shift differential applies to positions in which multiple shifts are used to perform the same or similar work on a regular and recurring basis. It does not apply to temporary schedule changes such as schedule changes made due to inclement weather and snow removal needs.

a) Shift Classification

- Work shifts may be **four (4)**, **eight (8)**, **nine (9)**, **ten (10)** or **twelve (12)** hours depending upon the schedule implemented by the department. All scheduling will be made to meet the personnel needs of the department.
- Eight (8) hour shifts and ten (10) hour shifts will be classified as 1st Shift (the “day shift”), 2nd Shift (the “evening shift”) and 3rd Shift (the “night shift”) irrespective of the specific hour the shift begins.
- Twelve (12) hour shifts will be classified as either day shift or night shift, irrespective of the specific hour the shift begins.

b) Shift Differential Pay

- Employees working eight (8) or ten (10) hour shifts shall receive \$.50 per hour shift differential pay for C and D shift assignments. Employees assigned to 1st shift are not entitled to shift differential pay.
- Employees must regularly work a shift for which shift differential pay is authorized in order to receive the differential pay.
- Employees regularly working a shift for which differential pay is authorized shall receive shift differential pay at the rate applicable for all hours worked. For example, officers assigned to C or D shift who are required to attend court during 1st shift will receive shift differential for this time.
- Shift differential pay is not paid when security pay is authorized.

XIII. Bilingual or Translation Pay

Bilingual or Translation pay in the amount of \$10.00 per hour for translation, paid in 15-minute increments, in addition to their base hourly rate shall be paid to each employee when authorized by their department director to use their bilingual skills to assist with City business.

XIV. W-2s

W-2 Forms will be issued in accordance with the guidelines established by the Internal Revenue Service. It is each employee's responsibility to keep the City Clerk informed of their current address. W-2 Forms will be mailed to the last address on file for persons no longer employed with the City.

XV. Work Schedules & Hours of Operations

a) Work Schedules:

- The City of Valley Center desires to be an employer of choice and recognizes that a healthy work/life balance is necessary. Work schedules are discretionary and subject to the approval by the department director and City Administrator.
- It is the responsibility of the department director to set the work schedule during weeks that include holidays to ensure that all employees receive normal compensation.

b) Hours of Operations:

City Hall -	Monday to Thursday 7:00 a.m. to 5:00 p.m.	Friday 7:00 a.m. to Noon
Public Safety –	Monday to Thursday 7:00 a.m. to 4:30 p.m.	Friday 7:00 a.m. to 11:00 a.m.
Public Works –	Monday to Thursday 7:00 a.m. to 4:30 p.m.	Friday 7:00 a.m. to 12:00 p.m.
Parks & Buildings –	Monday to Thursday 7:00 a.m. to 4:30 p.m.	Friday 7:00 a.m. to 12:00 p.m.
Community Development –	Monday to Thursday 7:00 a.m. to 4:30 p.m.	Friday 7:00 a.m. to 12:00 p.m.
Senior Center –	Monday to Friday 8:00 a.m. to 4:30 p.m.	

- b)** No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. Employees who sustain work-related injuries must immediately notify their supervisor and complete accident report. **All on-the-job injuries must be reported.** All work-related injury report should first be emailed to the City Administrator, **Asst. City Administrator** and City Clerk. Administration will then submit the claim to KMIT for processing. Failure to report these injuries in a timely manner may affect an employee's eligibility for workers' compensation benefits and may subject the employee to discipline, up to and including termination of employment.
- c)** Neither the City nor its insurance carrier will be liable for payment of workers' compensation benefits for injuries occurring during an employee's voluntary participation in any off-duty recreational, social or athletic activity sponsored by the City.
- d)** Workers' compensation leave will run concurrently with FMLA leave. Normally FMLA leave requires the use of all paid leave before unpaid leave will occur, but in the case of workers' compensation leave, the employee and employer may agree to supplement the employee's workers' compensation payments with paid leave. In all cases the amount of paid leave and workers' compensation payment combined will be limited to no more than 100% of the employee's regular wages.

VI. Unemployment Compensation

All employees may receive the benefits of the Kansas Employment Security (unemployment compensation) Act, in accordance with such law and regulations. The cost of this benefit is paid by the City.

VII. Life Insurance

In addition to the death benefit under OASDI and KPERS and KP&F, the City makes available to each full-time employee the option of purchasing group life insurance, administered by KPERS, KP&F on a payroll deduction basis. The cost of this additional life insurance is paid by the employee and varies with the options selected by the employee.

VIII. Death and Disability

The City has affiliated with KPERS/KP&F for first day coverage to provide death and disability benefits for employees in KPERS/KP&F covered positions.

- a)** All employees who are in KPERS/KP&F-covered positions are eligible for death and disability benefits, the cost of which is paid entirely by the City.
- b)** The City Clerk has additional information about benefits and any limitations and exclusions that may apply.

with supervisory approval. Unscheduled absences are strongly discouraged except in emergency situations. City holidays which fall during an employee's authorized vacation leave will not be counted as a day of vacation. Each department may develop procedures for scheduling vacation to ensure that the department is sufficiently staffed. KPERS and KP&F covered employees must actually work on their last day of employment (any time worked will count), unless they are unable to return to work due to a serious medical condition that is covered by the FMLA. In accordance with federal law, exempt employees are required to be paid for a full day of work in most instances, so in the event less than a full day of work occurs, vacation leave will be utilized to ensure a full day of pay for their last day worked.

d) Payout. An employee who separates from service through resignation, layoff, termination, retirement, or death shall be compensated at their regular rate of pay at the time of separation for their accumulated, unused remaining vacation leave. Employees who started on and after January 1, 2023, will not receive a vacation leave payout if they leave within their first year of employment, ~~whereas an employee who hired on prior to January 1, 2023, but who are in their first year of employment, will only be paid out for the vacation accrued prior to January 1, 2023.~~

III. Sick Leave

All regular employees shall be entitled to sick leave with pay for absences resulting from illness, injuries, accident, or other physical incapacitation, occurring either on or off the job. Employees using sick leave of three (3) days or more for an illness other than a "serious health condition" may be required to provide a physician's statement upon returning to work. No employee shall be permitted to use sick leave for any periods spent on unauthorized leave or for participating in any unlawful work stoppage. Sick leave may be taken to care for a sick or injured spouse, child, or parent.

a) Eligibility. Full-time employees are eligible for paid sick leave, and shall begin accruing sick leave on the first day of employment, according to the following schedule:

- Amount of Sick Leave: Full-time employees shall earn eight (8) hours of sick leave for each full month of service.
- Accumulation of Sick Leave: Maximum of one hundred twenty (120) days. (960 hours) of sick leave.
- Computing Sick Leave: Any absence for a fraction or part of a day which is chargeable to sick leave shall be charged in increments of not less than 15 minutes.
- Abuse of Sick Leave: An employee who improperly claims sick leave shall be subject to disciplinary action up to and including termination.

b) Notification. To be eligible for paid sick leave, an employee shall notify their department director of the reason for his or her absence no later than one hour after the beginning of the first workday for which sick leave is taken. Employees must work or use authorized paid leave for at least 50% of their regularly scheduled workdays in a pay period to accrue sick leave for such pay period. Except in extraordinary

IV. Personal Leave

- a) All full-time employees receive one day (regularly scheduled shift) of personal leave each calendar year. It may not be carried over to the next year. Only full-time employees that have completed all training periods are eligible for this leave.
- b) **Birthday Leave.** All full-time employees are entitled to a regularly scheduled shift of paid leave in recognition of their birthday. The leave must occur within the same pay period as the birthday. Only full-time employees that have completed all training periods are eligible for this leave.

V. Bereavement Leave

In the case of a death of a member in the employee's immediate family (to include only an employee's parents, stepparents, spouse, children, sister or brother, grandparents, grandchildren, mother or father-in-law and brothers or sisters-in-law, grandparents-in-law, or grandchildren-in-law), full-time employees shall be granted paid funeral leave not to exceed three (3) working days and appropriately document on timesheet. With the approval of the appropriate department head, additional leave may be charged against any unused sick or vacation leave.

VI. Jury Duty and Other Civil Leave

- a) The City encourages employees to fulfill their civil obligations. Employees shall be given necessary time off with pay when (1) performing jury duty; (2) appearing in court as a witness in answer to a subpoena or as an expert witness when acting in an official capacity in connection with the City; (3) performing emergency civilian duty in connection with national defense; or (4) voting (when the polls are not open at least two hours before or after the employee's scheduled hours of work). Absence from work for purposes of voting shall not exceed two (2) consecutive hours.
- b) Employees shall notify their supervisor or department director upon notification of jury duty, subpoena or prior to the day of election to allow the City to cover the employee's duties in his or her absence. In the event that an employee is selected to sit on the jury or testify as a witness, he or she shall promptly notify the supervisor of the anticipated length of trial. Employees must provide the City with a copy of their jury summons or subpoena. Employees will receive their regular pay for time actually spent engaging in any of the four civic duties described above.
- c) Employees shall endorse over to the City all compensation received from the court for jury duty or subpoenaed court appearance. However, this obligation extends only to those expenses for which the City reimburses the employee. Employees shall not be required to endorse over to the City mileage or other personal expense reimbursements. Reimbursement for meals and mileage will only be provided when the employee

maybe considered to have voluntarily terminated employment. The City may seek reimbursement from the employee for any of its costs of insurance premiums during the employee's unpaid leave, unless the employee's reason for not returning to work is due to the continuation, recurrence, or onset of a serious health condition that would entitle the employee to FMLA leave; the continuation, recurrence, or onset of a covered servicemember's serious injury or illness that would entitle the employee to FMLA leave; or other circumstances beyond the employee's control.

- n) Fraudulent Request or Use of FMLA Leave.** If an employee fraudulently requests or obtains FMLA leave, the employee is not protected by the FMLA's job restoration or maintenance of health benefits provisions. An employee who fraudulently requests or obtains FMLA leave is subject to disciplinary action, up to and including termination.
- o) Unlawful Acts and Enforcement.** The FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under the FMLA, or discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to FMLA. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

VIII. Military Leave

- a)** Leaves of absence shall be granted to City employees whose United States uniformed services (military) obligations necessitate their absence from work. These leaves are applicable to all such obligations, including Reserve and National Guard assignments, and are governed pursuant to the Uniformed Services Employment and Reemployment Rights Act ("USERRA"). Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.
- b)** Any employee who leaves city service for military duty shall be placed on military leave without pay. If not accepted for such duty, the employee shall be reinstated in his present position without loss of status or reduction in pay.
- c)** Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable position depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service. Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. If the period of service was more than 31 days, but less than 181 days, the employee must submit an application **for employment** to the City no later than 14 days following completion of service. For service in the military of over 180 days, the employee must submit an application **for employment** to the City not later than 90 days after completion of service.

- f) “Prohibited Substances” includes illegal drugs, alcohol, or a prescribed controlled substance not taken in accordance with a prescription given to the employee.
- g) “Safety Sensitive Position” means a position that the City has designated as safety-sensitive because of the potential risks of injury to others inherent in the nature of the position. An employee’s momentary lapse of attention could have disastrous consequences in such a position.

Please contact the City Clerk for a list of positions designated as safety sensitive.

III. Prohibited Conduct

The City explicitly prohibits:

- a) The use, possession, solicitation, and/or sale of a Prohibited Substance on the City or **private property** ~~citizen premises~~, while performing any work assignment, or while operating a vehicle or equipment owned or leased by the City.
- b) The use, possession, solicitation, and/or sale of a Prohibited Substance, regardless of whether the employee is on the City or **private property** ~~citizen premises~~, if such impairment influences or adversely affects the employee’s work performance, the safety of the employee, the safety of others or puts the City’s reputation at risk.
- c) Being impaired or under the influence of a Prohibited Substance, regardless of whether the employee is on the City or citizen premises, if such impairment influences or adversely affects the employee’s work performance, the safety of the employee, the safety of others, or puts the City’s reputation at risk.
- d) The presence of any detectable amount of any Prohibited Substances in the employee’s system while on the premises of the City or its citizens, while on City business, while performing a City assignment, or while operating a vehicle or equipment owned or leased by the City.

IV. Prescription or Over-the-Counter Medications

Legal use of prescribed drugs is permitted on the job only if such use does not impair an employee’s ability to perform safely and effectively his or her job. The use of prescribed drugs or over-the-counter medication which may adversely affect performance or behavior must be reported to the supervisor before beginning work on the day in which the medication is taken. All employees must discuss with their physician whether any prescribed medication will impair their ability to fulfill their job duties safely and properly and must avoid working while impaired. The failure of an employee to report the use of a prescribed Controlled Substance that may affect an employee’s ability to perform the essential functions of the position and causes the employee to be a direct threat to himself/herself or others, to the department director may result in disciplinary action, up to and including termination. Employees are responsible for keeping their controlled

the City property, or while operating a City vehicle, machinery, or equipment.

- d) Post-Accident.** The City may conduct drug/alcohol testing in investigating accidents in the workplace in which the accident resulted in:
 - An injury to a person for which injury, if suffered by an employee, a record or report could be required under state or federal occupational safety laws or regulations (including workers compensation laws) and the injury requires professional medical care in the opinion of yourself or your supervisor; or
 - Damage to property (including equipment).
- e) When Returning to Employment Upon Completion of Rehabilitation.** The City may conduct drug/alcohol testing of employees during and after completion of drug or alcohol rehabilitation for a stated period. This subsection will not be construed to limit the City's ability to terminate employees convicted of violating a criminal drug statute.
- f) Other.** The City may conduct drug or alcohol testing as required by federal law or regulation or by law enforcement.

VII. Drug and Alcohol Testing and Inspection of Property for DOT Positions

Safety-sensitive employees who operate a motor vehicle requiring a CDL are subject to additional alcohol and drug testing policies, rules, and procedures. The City shall provide safety-sensitive employees who the City anticipates or knows will operate a motor vehicle requiring a CDL a copy of these separate policies, rules, and procedures. Employees who are subject to these additional policies shall be subject to disciplinary action, up to and including termination, for violation of those policies.

VIII. Violation of Policy

The following will be considered a violation of the drug and alcohol policy – however, this list is not complete, and it is in the discretion of the **City Administrator** to determine what is a violation and the appropriate discipline:

- a)** Taking a drug/alcohol test, pursuant to this policy, which indicates the presence of a Prohibited Substance.
- b)** Engaging in any activity described in this drug and alcohol policy as Prohibited Conduct.
- c)** Refusing to submit to testing. The following behaviors will be considered, among others, a refusal to submit to testing:
 - Failing to consent to drug/alcohol testing upon request by the City when such a request is made pursuant to Reasonable Suspicion, Post Accident, or as a Condition of Employment
 - Failing to appear for any test within a reasonable time
 - Failing to remain at the testing site until the testing process is complete

information should not be used for work purposes, as generative AI chatbots may produce content that is false or misleading. Any violation of this policy will result in disciplinary action, up to and including termination.

a) Approved AI Chatbot Sites

1. ChatGPT (Open AI), access at <https://chatgpt.com/>
2. Google Gemini (formerly Bard) at <https://gemini.google.com/>
3. Microsoft Copilot at www.copilot.microsoft.com
4. Perplexity at <https://www.perplexity.ai/>
5. MetaAI at <https://ai.meta.com/>
6. Pi (Inflection AI) <https://pi.ai.discover>

b) Ethical Use. Employees must comply with all City policies as well as any applicable department policies and procedures when using AI. This technology must not be used to create content that is inappropriate, discriminatory or otherwise harmful to others or to the reputation of the City of Valley Center. Such use will result in disciplinary action, up to and including termination.

I. E-Mail, Cell Phones and Internet Usage

The following guidelines apply to use of personal cellphones, e-mail and the internet. Rather than attempting to cover every possible situation, this policy is designed to express the City's philosophy and set forth general principles when using ComputerTechnology.

- a) Prohibited Communication.** Computer technology shall not be used to knowingly transmit, retrieve, or store any communication that is: discriminatory or harassing; derogatory to any individual or group; obscene, sexually explicit or pornographic; defamatory or threatening; fraudulent; in violation of any license governing the use of software; illegal or contrary to the City's policy or business interests; related to political activity or campaigning; or in furtherance of a personal business enterprise.
- b) Participation in Online Forums.** The City recognizes that participation in some online forums might be beneficial to an employee's job performance, such as by finding the answer to a technical problem by consulting members of a group devoted to the technical area. Employees should remember that any messages or information sent via Computer Technology to one or more individuals via an electronic network, to include internet mailing lists, bulletin boards, and online services, are identifiable and attributable to the City.
- c) Unknown Sources or Unexpected E-mails.** Employees must use extra caution when an e-mail is received from an unknown source or when an e-mail is from a known source but is unexpected or appears suspicious. Address books are sometimes used by outside sources to spread viruses. The potential to spread viruses is significant; opening an unexpected or suspect e-mail could have undesirable consequences to the entire City's computer system. Extra care should also be used in opening attachments: "When in doubt, throw it out."

a) **Use of Personal Cell Phones and E-mail Accounts for City Business.** Employees are cautioned that texts, messages or e-mails pertaining to work are considered City of Valley Center work records and may be subject to open records or disclosure in the event of litigation. For this reason, employees are encouraged to limit their use of personal cell phones and e-mail accounts for work related purposes. When utilizing a personal e-mail account for work related purposes, employees shall carbon copy (cc) their work-related e-mail account to ensure that a record is created on the City's network.

I. Social Media

a) **Definition.** Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own, or someone else's, blog, personal web site, social networking web site (including Facebook, X Twitter, Instagram, etc.), chat room, as well as any other form of electronic communication, whether or not associated or affiliated with the City of Valley Center.

b) **Guidelines.** The principles and guidelines found in this policy apply to your activities online. The City respects your 1st Amendment rights; ultimately, you are solely responsible for what you post online. Before creating online content, consider how the communication you are posting might be perceived. Keep in mind that any conduct adversely affecting your job performance, the performance of fellow employees or that otherwise adversely affects residents, customers, vendors, or people who work on behalf of the City may result in disciplinary action up to and including termination.

- **Know and follow the rules.** Carefully read these guidelines, and ensure your postings are consistent with these policies. Inappropriate posts which include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.
- **Be fair and courteous.** Even when off duty, employees are expected to be fair and courteous to fellow employees, customers, residents, vendors and others encountered while working on behalf of the City of Valley Center. When posting content, ensure that you are not posting something you would not want to take credit for in a public meeting.
- **Be honest and accurate.** Make sure content is honest and accurate and correct any mistakes quickly. Never post false information or rumors about the City of Valley Center, employees, customers, or contractors of the City. Be open about posts that have been altered and remember that the Internet archives almost everything; therefore, even deleted posts can be recovered.

Systems Management Division (Imagine IT) prior to downloading.

- c) All employees will comply with licensing requirements for software purchased by the City.

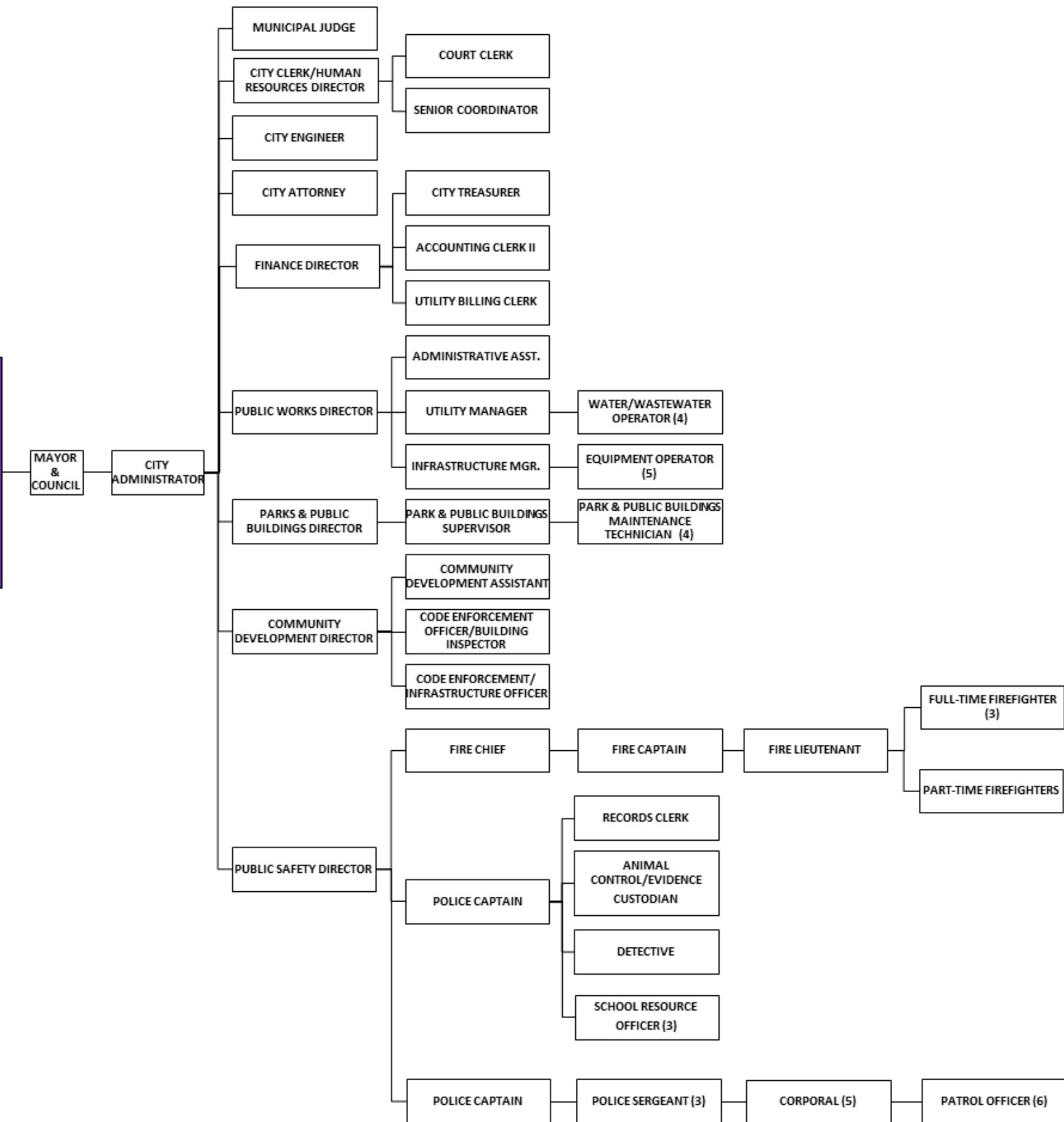
X. Confidentiality

- a) Employees will respect the confidentiality of other individuals' electronic communications. Except when permission has been expressly granted by City management, employees are prohibited from engaging in, or attempting to engage in the following:
 - Monitoring or intercepting the files or electronic communications of other employees or third parties
 - Hacking or obtaining access to systems or accounts they are not authorized to use
 - Using other employees' logins or passwords
 - Breaching, testing or monitoring computer or network security measures.
- b) No e-mail or other electronic communications that hide or attempt to hide the identity of the sender or represent the sender as someone else will be sent using Computer Technology.
- c) Computer Technology and services should not be used in a manner that is likely to cause network congestion or significantly limit the ability of other employees to access and use the network.
- d) Anyone obtaining electronic access to other materials that are the property of other companies or individuals must respect all copyrights and cannot copy, retrieve, modify or forward copyrighted materials except as permitted by the copyright owner.
- e) Employees are responsible for safeguarding their passwords. Individual passwords should not be printed, stored online, or given to others. Each employee is responsible for all transactions made using their password. Misuse of other employee's passwords is cause for disciplinary action.
- f) Employees must exercise caution when conducting City business on personal computers or when transporting City electronic files off City premises, particularly when the information is of a confidential nature. Employees are responsible for the security of all electronic files they carry on their person or work on outside of a City facility.

XI. Law Enforcement, Legal and Investigation Exception

Exceptions to this policy will be made as needed for the purposes of conducting law-enforcement investigations, complying with applicable laws (ex. Kansas OpenRecords Act), for litigation, claims, or investigation purposes as determined by the City Attorney and City Administrator and for investigation of suspected employee misconduct.

CITIZENS



NEW BUSINESS
RECOMMENDED ACTION

F. PERSONNEL POLICY REVISIONS:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends motion to approve proposed revisions to the current 2023 personnel policy effective November 23, 2024.

NEW BUSINESS

G. OCTOBER 2024 FINANCIAL REPORT REVIEW:

Finance Director Miller will present the October 2024 Revenue and Expense Financial Report.

- Revenue and Expense Financial report – October 2024

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET	Month 10/12 =83.3%
REVENUE SUMMARY								
TAXES	1,762,872.00	0.00	0.00	1,680,295.70	0.00	82,576.30	95.32	
INTERGOVERNMENTAL	800,000.00	76,064.67	0.00	709,962.59	0.00	90,037.41	88.75	
LICENSES & PERMITS	783,386.00	108,479.19	0.00	907,464.56	0.00	(124,078.56)	115.84	
CHARGES FOR SERVICES	6,000.00	0.00	0.00	55.00	0.00	5,945.00	0.92	
FINES & FORFEITURES	162,000.00	13,513.40	0.00	107,913.94	0.00	54,086.06	66.61	
USE OF MONEY & PROPERTY	40,000.00	11,677.38	0.00	103,660.86	0.00	(63,660.86)	259.15	
OTHER REVENUES	76,200.00	18,684.74	0.00	174,937.55	0.00	(98,737.55)	229.58	
MISCELLANEOUS	169,000.00	1,694.70	0.00	6,403.79	0.00	162,596.21	3.79	
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
MISC TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL REVENUES	3,799,458.00	230,114.08	0.00	3,690,693.99	0.00	108,764.01	97.14	
EXPENDITURE SUMMARY								
ADMINISTRATION								
PERSONNEL SERV. & BENEF.	481,628.00	49,045.68	0.00	423,615.29	0.00	58,012.71	87.95	
CONTRACTUAL SERVICES	221,980.00	28,780.97	0.00	229,516.80	6.00	(7,542.80)	103.40	
COMMODITIES	11,000.00	507.78	0.00	4,578.13	0.00	6,421.87	41.62	
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CAPITAL OUTLAY	4,000.00	386.32	0.00	1,409.30	0.00	2,590.70	35.23	
OTHER COSTS/MISC.	203,111.00	0.00	0.00	0.00	0.00	0.00	0.00	
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL ADMINISTRATION	921,719.00	78,777.59	0.00	822,432.53	6.00	99,280.47	89.23	
LEGAL & MUNICIPAL COURT								
PERSONNEL SERV. & BENEF.	53,450.00	4,517.12	0.00	40,670.30	0.00	12,779.70	76.09	
CONTRACTUAL SERVICES	98,050.00	9,347.15	0.00	90,141.32	5.43	7,903.25	91.94	
COMMODITIES	1,200.00	89.06	0.00	512.99	0.00	687.01	42.75	
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CAPITAL OUTLAY	0.00	69.99	0.00	348.45	0.00	(348.45)	0.00	
OTHER COSTS/MISC.	26,000.00	0.00	0.00	0.00	0.00	0.00	0.00	
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL LEGAL & MUNICIPAL COURT	178,700.00	14,023.32	0.00	136,976.02	5.43	41,718.55	76.65	

01A-GENERAL FUND
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
COMMUNITY DEVELOPMENT							
PERSONNEL SERV. & BENEF.	184,940.00	18,288.86	0.00	160,736.83	0.00	24,203.17	86.91
CONTRACTUAL SERVICES	55,350.00	2,299.16	0.00	60,461.38	129.95 (	5,241.33)	109.47
COMMODITIES	3,300.00	448.80	0.00	3,269.90	0.00	30.10	99.09
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	1,950.00	34.99	0.00	1,272.75	0.00	677.25	65.27
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	20,000.00	0.00	0.00	17,192.68	0.00	2,807.32	85.96
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL COMMUNITY DEVELOPMENT	265,540.00	21,071.81	0.00	242,933.54	129.95	22,476.51	91.54
POLICE							
PERSONNEL SERV. & BENEF.	1,208,674.00	103,439.03	0.00	859,057.45	0.00	349,616.55	71.07
CONTRACTUAL SERVICES	185,800.00	17,483.93	0.00	160,038.64	53.95	25,707.41	86.16
COMMODITIES	67,100.00	8,131.66	0.00	44,792.20	0.00	22,307.80	66.75
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	24,800.00	56.37	0.00	20,158.70	0.00	4,641.30	81.29
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL POLICE	1,486,374.00	129,110.99	0.00	1,084,046.99	53.95	402,273.06	72.94
FIRE							
PERSONNEL SERV. & BENEF.	373,928.00	41,484.06	0.00	354,074.28	0.00	19,853.72	94.69
CONTRACTUAL SERVICES	103,550.00	3,371.62	0.00	72,853.92	15.80	30,680.28	70.37
COMMODITIES	12,700.00	886.21	0.00	8,949.36	0.00	3,750.64	70.47
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	27,280.00	56.36	0.00	7,673.67	0.00	19,606.33	28.13
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	3,000.00	1,440.00	0.00	1,440.00	0.00	1,560.00	48.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FIRE	520,458.00	47,238.25	0.00	44,991.23	15.80	75,450.97	85.50

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
PARKS & PUBLIC BLDGS							
PERSONNEL SERV. & BENEF.	350,860.00	30,940.91	0.00	273,669.02	0.00	77,190.98	78.00
CONTRACTUAL SERVICES	211,783.00	18,398.77	0.00	178,257.28	19.99	33,505.73	84.18
COMMODITIES	60,500.00	3,955.13	0.00	62,651.25	1,063.88	(3,215.13)	105.31
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	3,500.00	34.99	0.00	1,254.96	0.00	2,245.04	35.86
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7,000.00	0.00	0.00	0.00	8,408.50	0.00	(1,408.50)	120.12
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL PARKS & PUBLIC BLDGS	633,643.00	53,329.80	0.00	524,241.01	1,083.87	108,318.12	82.91
ENVIRONMENTAL SERVICES							
CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ENVIRONMENTAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PUBLIC WKS STORAGE BLDG							
PERSONNEL SERV. & BENEF.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL PUBLIC WKS STORAGE BLDG	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	4,006,434.00	343,551.76	0.00	3,255,621.32	1,295.00	749,517.68	81.29
** REVENUE OVER (UNDER) EXPENDITURES * (	206,976.00	(113,437.68)	0.00	435,072.67	(1,295.00)	(640,753.67)	209.58-
OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OTHER SOURCES/ (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	(206,976.00)	(113,437.68)	0.00	435,072.67	(1,295.00)	(640,753.67)	209.58-

Right on track



140-LIBRARY
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
TAXES	337,221.00	0.00	0.00	323,399.85	0.00	13,821.15	95.90
USE OF MONEY & PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	337,221.00	0.00	0.00	323,399.85	0.00	13,821.15	95.90
EXPENDITURE SUMMARY							
NON-DEPARTMENTAL	345,000.00	0.00	0.00	323,399.85	0.00	21,600.15	93.74
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	345,000.00	0.00	0.00	323,399.85	0.00	21,600.15	93.74
ADMINISTRATION							
PERSONNEL SERV. & BENEF.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	345,000.00	0.00	0.00	323,399.85	0.00	21,600.15	93.74
** REVENUE OVER (UNDER) EXPENDITURES * (	7,779.00)	0.00	0.00	0.00	0.00	(7,779.00)	0.00
OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OTHER SOURCES/ (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	(7,779.00)	0.00	0.00	0.00	0.00	(7,779.00)	0.00

CITY OF VALLEY CENTER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2024

150-SPECIAL HIGHWAY
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL LICENSES & PERMITS	1,095,000.00	126,899.83	0.00	975,075.18	0.00	119,924.82	89.05
USE OF MONEY & PROPERTY	0.00	0.00	0.00	25.00	0.00	(25.00)	0.00
OTHER REVENUES	0.00	2,692.53	0.00	22,390.19	0.00	(22,390.19)	0.00
MISCELLANEOUS	0.00	3,700.00	0.00	4,061.24	0.00	(4,061.24)	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	1,095,000.00	133,292.36	0.00	1,001,551.61	0.00	93,448.39	91.47
EXPENDITURE SUMMARY							
NON-DEPARTMENTAL PERSONNEL SERV. & BENEF.	481,340.00	26,904.51	0.00	295,169.30	0.00	186,170.70	61.32
CONTRACTUAL SERVICES	73,780.00	5,144.04	0.00	81,566.45	19.98	(7,806.43)	110.58
COMMODITIES	66,800.00	4,092.01	0.00	53,612.94	1,355.96	11,831.10	82.29
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	522,000.00	34.99	0.00	516,601.10	0.00	5,398.90	98.97
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	36,000.00	0.00	0.00	0.00	0.00	36,000.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	1,179,920.00	36,175.55	0.00	946,949.79	1,375.94	231,594.27	80.37
TOTAL EXPENDITURES							
** REVENUE OVER (UNDER) EXPENDITURES * (OTHER FINANCING (USES) NET OTHER SOURCES/ (USES))	84,920.00	97,116.81	0.00	54,601.82	(1,375.94)	(138,145.88)	62.68-
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	(84,920.00)	97,116.81	0.00	54,601.82	(1,375.94)	(138,145.88)	62.68-

CITY OF VALLEY CENTER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2024

610-WATER OPERATING
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	ENCUMBRANCE	Y-T-D BUDGET	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY								
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CHARGES FOR SERVICES	2,156,646.00	183,586.63	0.00	1,955,222.50	0.00	201,423.50	90,66	90,66
USE OF MONEY & PROPERTY	20,000.00	14,634.77	0.00	117,207.77	0.00	(97,207.77)	586.04	586.04
OTHER REVENUES	0.00	0.00	0.00	9,875.87	0.00	(9,875.87)	0.00	0.00
MISCELLANEOUS	45,000.00	2,474.19	0.00	25,625.42	0.00	19,374.58	56.95	56.95
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCS TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	2,221,646.00	200,695.59	0.00	2,107,931.56	0.00	113,714.44	94.88	94.88
EXPENDITURE SUMMARY								
NON-DEPARTMENTAL								
PERSONNEL SERV. & BENEF.	448,751.00	20,791.32	0.00	215,045.21	0.00	233,705.79	47.92	47.92
CONTRACTUAL SERVICES	1,120,870.00	11,050.55	0.00	978,555.75	0.00	142,314.25	87.30	87.30
COMMODITIES	41,450.00	1,046.09	0.00	23,337.58	0.00	18,112.42	56.30	56.30
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	150,000.00	6,391.99	0.00	97,176.75	0.00	52,823.25	64.78	64.78
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	543,000.00	0.00	0.00	0.00	0.00	543,000.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	(6.53)	0.00	(6.53)	0.00	0.00	6.53	0.00
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	2,304,071.00	39,276.42	0.00	1,314,108.76	0.00	989,962.24	57.03	57.03
TOTAL EXPENDITURES	2,304,071.00	39,276.42	0.00	1,314,108.76	0.00	989,962.24	57.03	57.03
** REVENUE OVER (UNDER) EXPENDITURES * (	82,425.00)	161,419.17	0.00	793,822.80	0.00	(876,247.80)	963.08-	963.08-
OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OTHER SOURCES/ (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	(82,425.00)	161,419.17	0.00	793,822.80	0.00	(876,247.80)	963.08-	963.08-

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
USE OF MONEY & PROPERTY	0.00	2,233.86	0.00	13,379.78	0.00 (	13,379.78)	0.00
OTHER REVENUES	325,000.00	27,882.00	0.00	276,296.31	0.00	48,703.69	85.01
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	325,000.00	30,115.86	0.00	289,676.09	0.00	35,323.91	89.13
EXPENDITURE SUMMARY							
NON-DEPARTMENTAL							
PERSONNEL SERV. & BENEF.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	36,400.00	1,425.78	0.00	14,238.04	0.00	22,161.96	39.12
COMMODITIES	5,000.00	709.95	0.00	1,852.50	0.00	3,147.50	37.05
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	124,800.00	0.00	0.00	30,000.00	0.00	94,800.00	24.04
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	193,000.00	0.00	0.00	0.00	0.00	193,000.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	359,200.00	2,135.73	0.00	46,090.54	0.00	313,109.46	12.83
ADMINISTRATION							
PERSONNEL SERV. & BENEF.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	359,200.00	2,135.73	0.00	46,090.54	0.00	313,109.46	12.83
** REVENUE OVER (UNDER) EXPENDITURES * (	34,200.00)	27,980.13	0.00	243,585.55	0.00 (	277,785.55)	712.24-
OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OTHER SOURCES / (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUE & OTHER SOURCES OVER / (UNDER) EXPENDITURES & OTHER (USES)	(34,200.00)	27,980.13	0.00	243,585.55	0.00 (	277,785.55)	712.24-



	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
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	49,131.90	0.00	489,428.37	0.00	(92,047.63)	84.17
USE OF MONEY & PROPERTY	1,600.00	730.46	0.00	5,244.49	0.00	(3,644.49)	327.78
OTHER REVENUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	12,000.00	1,075.24	0.00	12,121.82	0.00	(121.82)	101.02
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	600,076.00	50,937.60	0.00	538,154.73	0.00	61,921.27	89.68
EXPENDITURE SUMMARY							
NON-DEPARTMENTAL							
PERSONNEL SERV. & BENEF.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	585,820.00	46,412.29	0.00	470,968.77	0.00	114,851.23	80.39
COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	3,000.00	0.00	0.00	0.00	0.00	3,000.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	588,820.00	46,412.29	0.00	470,968.77	0.00	117,851.23	79.99
ADMINISTRATION							
PERSONNEL SERV. & BENEF.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	588,820.00	46,412.29	0.00	470,968.77	0.00	117,851.23	79.99
** REVENUE OVER (UNDER) EXPENDITURES **	11,256.00	4,525.31	0.00	67,185.96	0.00	(55,929.96)	596.89
OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OTHER SOURCES / (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.10



	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LICENSES & PERMITS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CHARGES FOR SERVICES	1,410,219.00	123,653.53	0.00	1,216,186.41	0.00	194,032.59	86.24
USE OF MONEY & PROPERTY	12,000.00	7,865.24	0.00	65,200.06	0.00	{ 53,200.06)	543.33
OTHER REVENUES	0.00	3,589.08	0.00	3,654.32	0.00	{ 3,654.32)	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISC TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	1,422,219.00	135,107.85	0.00	1,285,040.79	0.00	137,178.21	90.35
EXPENDITURE SUMMARY							
NON-DEPARTMENTAL							
PERSONNEL SERV. & BENEF.	374,487.00	15,599.44	0.00	190,883.09	0.00	183,603.91	50.97
CONTRACTUAL SERVICES	457,860.00	14,064.45	0.00	278,721.22	84.00	179,054.78	60.89
COMMODITIES	24,800.00	2,089.72	0.00	21,364.11	0.00	3,435.89	86.15
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	140,000.00	0.00	0.00	21,748.51	0.00	118,251.49	15.53
OTHER COSTS/MISC.	534,550.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	208,647.14	0.00	325,902.86	39.03
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	1,531,697.00	311,753.61	0.00	721,364.07	84.00	810,248.93	47.10
TOTAL EXPENDITURES	1,531,697.00	311,753.61	0.00	721,364.07	84.00	810,248.93	47.10
** REVENUE OVER (UNDER) EXPENDITURES * (	109,478.00)	103,354.24	0.00	563,676.72	(84.00)	673,070.72)	514.80-
OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OTHER SOURCES/ (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	(109,478.00)	103,354.24	0.00	563,676.72	(84.00)	673,070.72)	514.80-



NEW BUSINESS
RECOMMENDED ACTION

G. OCTOBER 2024 FINANCIAL REPORT REVIEW:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends Council accept October 2024 Revenue and Expense Financial report.

NEW BUSINESS

H. FORD FLOOD CONTROL PUMP REPAIR:

Public Works Director Eggleston will present and request approval of two quotes for the repair of pumps at the Ford Flood Control. Eggleston will recommend the repair of 2 40HP Flygt submersible pumps for the Ford flood control at \$37,024.52 each for a total of \$74,049.04.

- Staff Memo
- Quotes from Mem Industrial



November 19, 2024

To: Mayor Truman & Members of Council
From: Rodney Eggleston – Public Works Director
Subject: Ford Flood Control Pump Repair

BACKGROUND

Ford Flood Control pump station operates on 3 pumps. 1 – 1K GPM, 2 – 5K GPM. During this last heavy rain, the 2 large pumps failed with a dead short. After investigation, it was found that one pump had a baseball lodged in the impeller, and the other one had 2 baseballs lodged in it. This could have caused the pump to over current causing a dead short. These are the original pumps installed in approx. 2016. Staff pulled the pumps and had MEM Industrial perform a diagnostic on the pumps resulting in the attached repair quotes.

PROPOSAL

City staff are recommending the repair of 2 40HP Flygt submersible pumps for the Ford flood control at \$37,024.52 each for a total of \$74,049.04.

FINANCIAL CONSIDERATION

This cost will be taken from the system improvement line item within the sewer budget.

SUMMARY

Staff are recommending the approval of the 2 quotes from MEM Industrial in the amount of \$37,024.52 to total \$74,049.04 and authorize the mayor or city administrator to sign.

Sincerely,

Rodney Eggleston
Public Works Director

MEM INDUSTRIAL, LLC.

P.O. BOX 783098
 WICHITA, KS 67278
 316-944-4400

ADDRESS
 Ron Ekstrom
 CITY OF VALLEY CENTER
 545 W. CLAY
 VALLEY CENTER, KS 67147

SHIP TO
 Ron Ekstrom
 CITY OF VALLEY CENTER
 CITY OF VALLEY CENTER
 545 W. CLAY
 VALLEY CENTER, KS 67147

Estimate 15076**DATE 11/13/2024**

SHIP VIA
 MEM TRUCK

JOB NUMBER
 M12258

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		FLYGT SUBMERSIBLE PUMP. 40HP, 230/460 VOLT, 1755 RPM			
11/13/2024	REPAIR LABOR	DISASSEMBLE, CLEAN AND INSPECT PARTS, REWIND STATOR, REPLACE BEARINGS/ O-RINGS/ MECHANICAL SEAL/ THERMAL SENSOR/ POWER CABLE/ AND SEAL SLEEVVES, REASSEMBLE, FILL WITH OIL, PRESSURE TEST AND PAINT WITH EPOXY PAINT. ***PARTS ARE 4+ WEEKS OUT DEPENDING ON INVENTORY AT TIME OF ORDER***	1	37,024.52	37,024.52
		OR			
11/13/2024	NEW PUMP	NEW PUMP REPLACEMENT FROM FLYGT ***20+ WEEKS OUT DEPENDING ON INVENTORY AT TIME OF ORDER***	1	79,217.75	79,217.75
11/13/2024	SHIPPING	ALL PARTS AND REPLACEMENT ARE SHIPPED FROM SWEDEN. SHIPPING WILL NEED TO BE BILLED AT A LATER DATE.	1	0.00	0.00

Contact MEM INDUSTRIAL, LLC. to pay.
 ap@memks.com

SUBTOTAL	116,242.27
TAX	0.00
TOTAL	\$116,242.27

Payment is due upon terms stated above. Invoices >\$10,000 will be required to pay 50% at the time of order.

Delinquent amounts are subject to a finance charge of 1.5% per month.

Anything left longer than 30 days will be charged a storage fee of \$25 per week.

Accepted By

Accepted Date

Payment is due upon terms stated above. Invoices >\$10,000 will be required to pay 50% at the time of order.
Delinquent amounts are subject to a finance charge of 1.5% per month.
Anything left longer than 30 days will be charged a storage fee of \$25 per week.

MEM INDUSTRIAL, LLC.

P.O. BOX 783098
 WICHITA, KS 67278
 316-944-4400

ADDRESS
 Ron Ekstrom
 CITY OF VALLEY CENTER
 545 W. CLAY
 VALLEY CENTER, KS 67147

SHIP TO
 Ron Ekstrom
 CITY OF VALLEY CENTER
 CITY OF VALLEY CENTER
 545 W. CLAY
 VALLEY CENTER, KS 67147

Estimate 15077**DATE 11/13/2024**

SHIP VIA
 MEM TRUCK

JOB NUMBER
 M12256

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		PUMP #2 FLYGT SUBMERSIBLE PUMP. 40HP, 230/460 VOLT, 1755 RPM			
11/13/2024	REPAIR LABOR	DISASSEMBLE, CLEAN AND INSPECT PARTS, REWIND STATOR, REPLACE BEARINGS/ O-RINGS/ MECHANICAL SEAL/ THERMAL SENSOR/ POWER CABLE/ AND SEAL SLEEVVES, REASSEMBLE, FILL WITH OIL, PRESSURE TEST AND PAINT WITH EPOXY PAINT. ***PARTS ARE 4+ WEEKS OUT DEPENDING ON INVENTORY AT TIME OF ORDER***	1	37,024.52	37,024.52
		OR			
11/13/2024	NEW PUMP	NEW PUMP REPLACEMENT FROM FLYGT ***20+ WEEKS OUT DEPENDING ON INVENTORY AT TIME OF ORDER***	1	79,217.75	79,217.75
		ALL PARTS AND REPLACEMENT ARE SHIPPED FROM SWEDEN.			
		SHIPPING WILL NEED TO BE BILLED AT A LATER DATE.			

Contact MEM INDUSTRIAL, LLC. to pay.
 ap@memks.com

SUBTOTAL 116,242.27
 TAX 0.00

Payment is due upon terms stated above. Invoices >\$10,000 will be required to pay 50% at the time of order.

Delinquent amounts are subject to a finance charge of 1.5% per month.

Anything left longer than 30 days will be charged a storage fee of \$25 per week.

TOTAL

\$116,242.27

Accepted By

Accepted Date

Payment is due upon terms stated above. Invoices >\$10,000 will be required to pay 50% at the time of order.
Delinquent amounts are subject to a finance charge of 1.5% per month.
Anything left longer than 30 days will be charged a storage fee of \$25 per week.

NEW BUSINESS
RECOMMENDED ACTION

G. FORD FLOOD CONTROL PUMP REPAIR:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion to approve of the 2 quotes from MEM Industrial for two Ford Flood Control Pumps in the amount of \$37,024.52 each totaling \$74,049.04 and authorize the mayor or city administrator to sign.

CONSENT AGENDA

- A. **APPROPRIATION ORDINANCE – NOVEMBER 19, 2024**
- B. **CEREAL MALT BEVERAGE LICENSE APPROVAL**
- C. **CHECK RECONCILIATION - OCTOBER 2024**
- D. **TREASURER’S REPORT – OCTOBER 2024**
- E. **ECONOMIC DEVELOPMENT BOARD MINUTES – OCTOBER 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 November 19, 2024, as prepared by City Staff.

November 19, 2024, Appropriation

Total **\$ 203,199.08**

VENDOR SET: 02 City of Valley Center

BANK: * ALL BANKS

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

VENDOR I.D.	NAME	STATUS	DATE	CHECK	INVOICE	CHECK	CHECK	CHECK
				AMOUNT	DISCOUNT	NO	STATUS	AMOUNT
0014	WICHITA WINWATER WORKS CO.							
C-CHECK	WICHITA WINWATER WORKS CVOIDED	V	11/01/2024			057331		611.46CR

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	1	VOID DEBITS 0.00		
		VOID CREDITS 611.46CR	611.46CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 02 BANK: *	TOTALS: 1	611.46CR	0.00	0.00
BANK: *	TOTALS: 1	611.46CR	0.00	0.00

VENDOR SET: 02 City of Valley Center

BANK: APBK INTRUST CHECKING

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

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
1	CAMACHO, MARIA							
	I-000202410282434	BOND REFUND	R 11/01/2024	38.54		057329		38.54
1	GREENLEE, JESSICA							
	I-000202410302453	RESTITUTION	R 11/01/2024	100.00		057330		100.00
0014	WICHITA WINWATER WORKS CO.							
	I-202410302449	WICHITA WINWATER WORKS CO.	V 11/01/2024	611.46		057331		611.46
0014	WICHITA WINWATER WORKS CO.							
	M-CHECK	WICHITA WINWATER WORKS CVOIDED	V 11/01/2024			057331		611.46CR
0059	CITY OF WICHITA							
	I-202410302448	CITY OF WICHITA	R 11/01/2024	1,176.00		057332		1,176.00
0174	GILMORE & BELL PC							
	I-202410312456	GILMORE & BELL PC	R 11/01/2024	40,000.00		057333		40,000.00
0196	P E C (PROFESSIONAL ENGINEERIN							
	I-202410302454	P E C (PROFESSIONAL ENGINEERIN	R 11/01/2024	40,701.20		057334		40,701.20
0254	CITY OF WICHITA							
	I-202410282436	CITY OF WICHITA	R 11/01/2024	60,915.40		057335		60,915.40
0587	DELL FINANCIAL SERVICES, LLC							
	I-202410292443	DELL FINANCIAL SERVICES, LLC	R 11/01/2024	561.68		057336		561.68
0656	DRAGONFLY LAWN & TREE CARE LLC							
	I-202410302447	DRAGONFLY LAWN & TREE CARE LLC	R 11/01/2024	4,048.00		057337		4,048.00
0799	ELITE FRANCHISING INC DBA JANI							
	I-202410302455	ELITE FRANCHISING INC DBA JANI	R 11/01/2024	85.00		057338		85.00
0817	H.M.S. LLC							
	I-202410292441	H.M.S. LLC	R 11/01/2024	179.97		057339		179.97
0824	GALLS, LLC							
	I-202410302451	GALLS, LLC	R 11/01/2024	464.66		057340		464.66
0981	PFAFF SIGNS, LLC							
	I-202410292438	PFAFF SIGNS, LLC	R 11/01/2024	671.02		057341		671.02
1082	T-MOBILE							
	I-202410292439	T-MOBILE	R 11/01/2024	105.00		057342		105.00

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

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
1105	CK POWER							
I-202410292440	CK POWER	R	11/01/2024	4,830.00		057343		4,830.00
1140	PEARSON MATERIALS, LLC							
I-202410302450	PEARSON MATERIALS, LLC	R	11/01/2024	1,316.55		057344		1,316.55
1392	WORKSTEPS, INC.							
I-202410282435	WORKSTEPS, INC.	R	11/01/2024	75.00		057345		75.00
1398	KANSAS MOBILE THRONE							
I-202410302446	KANSAS MOBILE THRONE	R	11/01/2024	150.00		057346		150.00
1421	FISH WINDOW CLEANING							
I-202410292442	FISH WINDOW CLEANING	R	11/01/2024	517.00		057347		517.00
0014	WICHITA WINWATER WORKS CO.							
I-202411042472	WICHITA WINWATER WORKS CO.	R	11/08/2024	568.80		057348		568.80
0035	BARRY ARBUCKLE							
I-202411052485	BARRY ARBUCKLE	R	11/08/2024	800.00		057349		800.00
0042	LARRY LINN							
I-202411052481	LARRY LINN	R	11/08/2024	1,700.00		057350		1,700.00
0077	KANSAS OFFICE OF THE TREASURER							
I-202411042465	KANSAS OFFICE OF THE TREASURER	R	11/08/2024	2,112.59		057351		2,112.59
0156	BEALL & MITCHELL, LLC							
I-202411052483	BEALL & MITCHELL, LLC	R	11/08/2024	1,850.00		057352		1,850.00
0179	INTERLINGUAL INTERPRETING SERV							
I-202411042467	INTERLINGUAL INTERPRETING SERV	R	11/08/2024	63.76		057353		63.76
0226	RURAL WATER DISTRICT #2							
I-202411042469	RURAL WATER DISTRICT #2	R	11/08/2024	17.54		057354		17.54
0457	CHRISTOPHER MICHAEL LEE DAVIS,							
I-202411052482	CHRISTOPHER MICHAEL LEE DAVIS,	R	11/08/2024	125.00		057355		125.00
0601	JOY K. WILLIAMS, ATTORNEY AT L							
I-202411052484	JOY K. WILLIAMS, ATTORNEY AT L	R	11/08/2024	1,350.00		057356		1,350.00
0623	CORE & MAIN							
I-202411042471	CORE & MAIN	R	11/08/2024	10,231.92		057357		10,231.92

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

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
0799	ELITE FRANCHISING INC DBA JANI							
I-202411042461	ELITE FRANCHISING INC DBA JANI	R	11/08/2024	3,732.80		057358		3,732.80
0824	GALLS, LLC							
I-202411052475	GALLS, LLC	R	11/08/2024	333.20		057359		333.20
0887	FERRELLGAS							
I-202411052478	FERRELLGAS	R	11/08/2024	12.00		057360		12.00
0898	GREATER WICHITA YMCA							
I-202411042468	GREATER WICHITA YMCA	R	11/08/2024	50.00		057361		50.00
1004	IMAGINE IT, INC.							
I-202411042460	IMAGINE IT, INC.	R	11/08/2024	1,806.36		057362		1,806.36
1118	PYE BARKER FIRE & SAFETY LLC							
I-202411042464	PYE BARKER FIRE & SAFETY LLC	R	11/08/2024	65.00		057363		65.00
1206	BRICKMOB							
I-202411052476	BRICKMOB	R	11/08/2024	10,801.00		057364		10,801.00
1248	KU EDWARDS CAMPUS							
I-202411042470	KU EDWARDS CAMPUS	R	11/08/2024	25.00		057365		25.00
1276	TROJAN TECHNOLOGIES							
I-202411042462	TROJAN TECHNOLOGIES	R	11/08/2024	1,965.35		057366		1,965.35
1376	LAMPTON WELDING SUPPLY CO., IN							
I-202411042459	LAMPTON WELDING SUPPLY CO., IN	R	11/08/2024	14.75		057367		14.75
1389	SITEONE LANDSCAPE SUPPLY							
I-202411052477	SITEONE LANDSCAPE SUPPLY	R	11/08/2024	4,277.13		057368		4,277.13
1391	ARC PHYSICAL THERAPY PLUS LP							
I-202411042466	ARC PHYSICAL THERAPY PLUS LP	R	11/08/2024	35.00		057369		35.00
1394	IDEATEK TELECOM, LLC.							
I-202411052479	IDEATEK TELECOM, LLC.	R	11/08/2024	3,519.44		057370		3,519.44
1422	CREATIVE DISPLAYS, INC.							
I-202411052474	CREATIVE DISPLAYS, INC.	R	11/08/2024	1,685.45		057371		1,685.45
1423	SEDGWICK COUNTY TREASURER							
I-202411052480	SEDGWICK COUNTY TREASURER	R	11/08/2024	10.00		057372		10.00

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	CHECK DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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* * * T O T A L S * *

REGULAR CHECKS:	43		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
HAND CHECKS:	0		203,698.57	0.00	203,087.11
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	611.46CR	611.46CR	0.00

TOTAL ERRORS: 0

VENDOR SET: 02 BANK: APBK TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	43	203,087.11	0.00	203,087.11

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

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
0134	KYLE RANEY							
I-202411042463	KYLE RANEY	R	11/08/2024	111.97		057373		111.97

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	111.97	0.00	111.97
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
	VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 03	1	111.97	0.00	111.97
BANK: APBK				
TOTALS:	44	203,199.08	0.00	203,199.08
REPORT TOTALS:	44	203,199.08	0.00	203,199.08

SELECTION CRITERIA

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

CHECK SELECTION

CHECK RANGE: 057329 THRU 057373
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. CEREAL MALT BEVERAGE LICENSE APPROVAL:

The following businesses have made application for a Cereal Malt Beverage License for the year 2025.

Applications were received by the Assistant City Administrator and recommended for approval by the Public Safety Director, Lloyd Newman.

Package Sales:

- Casey's General Store, 222 S. Meridian, Valley Center, KS
- Kwik Shop, 110 E. 5th, Valley Center, KS
- Dollar General Store, 220 E. Ford, Valley Center, KS

CONSENT AGENDA

C. CHECK RECONCILIATION – OCTOBER 2024:

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

CHECK DATE: November 19, 2024
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT---	STATUS	FOLIO	CLEAR DATE
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BANK DRAFT:

1000-001.000	10/04/2024	BANK-DRAFT001904	KANSAS DEPT OF REVENUE	5,772.12CR	POSTED	A	10/14/2024
1000-001.000	10/04/2024	BANK-DRAFT001905	KANSAS PAYMENT CENTER	621.00CR	POSTED	A	10/14/2024
1000-001.000	10/04/2024	BANK-DRAFT001906	KPERS	27,140.89CR	POSTED	A	10/14/2024
1000-001.000	10/04/2024	BANK-DRAFT001907	EMPOWER FINANCIAL	2,899.00CR	POSTED	A	10/14/2024
1000-001.000	10/04/2024	BANK-DRAFT001908	IRS- DEPARTMENT OF THE TREASUR	26,674.48CR	POSTED	A	10/14/2024
1000-001.000	10/04/2024	BANK-DRAFT001909	MID AMERICAN CREDIT UNION	823.46CR	POSTED	A	10/14/2024
1000-001.000	10/10/2024	BANK-DRAFT001932	KANSAS OFFICE OF THE TREASURER	4,526,481.25CR	POSTED	A	10/31/2024
1000-001.000	10/18/2024	BANK-DRAFT001910	KANSAS DEPT OF REVENUE	5,640.88CR	POSTED	A	10/30/2024
1000-001.000	10/18/2024	BANK-DRAFT001911	KANSAS PAYMENT CENTER	621.00CR	POSTED	A	10/30/2024
1000-001.000	10/18/2024	BANK-DRAFT001912	KPERS	25,447.50CR	POSTED	A	10/30/2024
1000-001.000	10/18/2024	BANK-DRAFT001913	EMPOWER FINANCIAL	3,462.27CR	POSTED	A	10/30/2024
1000-001.000	10/18/2024	BANK-DRAFT001914	IRS- DEPARTMENT OF THE TREASUR	25,992.52CR	POSTED	A	10/30/2024
1000-001.000	10/18/2024	BANK-DRAFT001915	MID AMERICAN CREDIT UNION	623.46CR	POSTED	A	10/30/2024
1000-001.000	10/25/2024	BANK-DRAFT001917	IRS- DEPARTMENT OF THE TREASUR	61.22CR	CLEARED	A	11/13/2024
1000-001.000	10/31/2024	BANK-DRAFT001918	KANSAS GAS SERVICE	1,003.00CR	POSTED	A	10/31/2024
1000-001.000	10/31/2024	BANK-DRAFT001919	EVERGY KANSAS CENTRAL, INC.	24,690.47CR	POSTED	A	10/31/2024
1000-001.000	10/31/2024	BANK-DRAFT001920	KANSAS DEPT OF REVENUE	1,303.52CR	POSTED	A	10/31/2024
1000-001.000	10/31/2024	BANK-DRAFT001921	WEX BANK	7,263.05CR	POSTED	A	10/31/2024
1000-001.000	10/31/2024	BANK-DRAFT001922	ENTERPRISE FLEET MANAGEMENT	41,461.75CR	POSTED	A	10/31/2024
1000-001.000	10/31/2024	BANK-DRAFT001923	CREATIVE DISPLAYS, INC.	10,215.00CR	POSTED	A	10/31/2024
1000-001.000	10/31/2024	BANK-DRAFT001930	ALLIED BENEFIT-ATF2	81,859.80CR	POSTED	A	10/31/2024
1000-001.000	10/31/2024	BANK-DRAFT001931	FLEXIBLE BENEFIT SERVICE CORPO	1,645.18CR	POSTED	A	10/31/2024

CHECK:

1000-001.000	10/04/2024	CHECK	057216	SIMS, TYLER	1,000.00CR	POSTED	A	10/30/2024
1000-001.000	10/04/2024	CHECK	057217	BARRY ARBUCKLE	800.00CR	POSTED	A	10/14/2024
1000-001.000	10/04/2024	CHECK	057218	LARRY LINN	1,700.00CR	POSTED	A	10/14/2024
1000-001.000	10/04/2024	CHECK	057219	KANSAS DEPT REVENUE	2,157.04CR	POSTED	A	10/30/2024
1000-001.000	10/04/2024	CHECK	057220	KANSAS OFFICE OF THE TREASURER	630.00CR	POSTED	A	10/14/2024
1000-001.000	10/04/2024	CHECK	057221	VALLEY PRINT LOGISTICS	853.44CR	POSTED	A	10/14/2024
1000-001.000	10/04/2024	CHECK	057222	ASSESSMENT STRATEGIES, LLC	315.00CR	POSTED	A	10/30/2024
1000-001.000	10/04/2024	CHECK	057223	BEALL & MITCHELL, LLC	1,850.00CR	POSTED	A	10/14/2024
1000-001.000	10/04/2024	CHECK	057224	CIVIC PLUS	1,931.31CR	POSTED	A	10/14/2024
1000-001.000	10/04/2024	CHECK	057225	INTERLINGUAL INTERPRETING SERV	67.50CR	POSTED	A	10/14/2024
1000-001.000	10/04/2024	CHECK	057226	KANSAS ONE-CALL SYSTEM, INC	279.60CR	POSTED	A	10/30/2024
1000-001.000	10/04/2024	CHECK	057227	P E C (PROFESSIONAL ENGINEERIN	68,738.30CR	POSTED	A	10/14/2024
1000-001.000	10/04/2024	CHECK	057228	WICHITA STATE UNIVERSITY	474.00CR	POSTED	A	10/30/2024
1000-001.000	10/04/2024	CHECK	057229	CINTAS CORPORATION NO 2	941.20CR	POSTED	A	10/14/2024
1000-001.000	10/04/2024	CHECK	057230	CHRISTOPHER MICHAEL LEE DAVIS,	125.00CR	POSTED	A	10/30/2024
1000-001.000	10/04/2024	CHECK	057231	KANSAS RECREATION & PARK ASSOC	100.00CR	OUTSTND	A	0/00/0000
1000-001.000	10/04/2024	CHECK	057232	JOY K. WILLIAMS, ATTORNEY AT L	1,350.00CR	POSTED	A	10/30/2024
1000-001.000	10/04/2024	CHECK	057233	CORE & MAIN	6,360.00CR	POSTED	A	10/14/2024
1000-001.000	10/04/2024	CHECK	057234	ELITE FRANCHISING INC DBA JANI	70.00CR	POSTED	A	10/14/2024
1000-001.000	10/04/2024	CHECK	057235	GALLS, LLC	62.44CR	POSTED	A	10/14/2024

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

CHECK DATE: November 19, 2024/City Council Agenda Page 91
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
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CHECK:

1000-001.000	10/04/2024	CHECK	057236	SODSHOP	603.38CR	POSTED	A	10/14/2024
1000-001.000	10/04/2024	CHECK	057237	GREATER WICHITA YMCA	43.75CR	POSTED	A	10/30/2024
1000-001.000	10/04/2024	CHECK	057238	KANSAS FLAGPOLE	1,392.00CR	POSTED	A	10/14/2024
1000-001.000	10/04/2024	CHECK	057239	CONKLIN CARS NEWTON FORD LINCO	3,235.84CR	POSTED	A	10/14/2024
1000-001.000	10/04/2024	CHECK	057240	IMAGINE IT, INC.	8,559.27CR	POSTED	A	10/14/2024
1000-001.000	10/04/2024	CHECK	057241	GRAINGER	86.22CR	POSTED	A	10/14/2024
1000-001.000	10/04/2024	CHECK	057242	T-MOBILE	105.00CR	POSTED	A	10/30/2024
1000-001.000	10/04/2024	CHECK	057243	EMC INSURANCE COMPANIES	3,000.00CR	POSTED	A	10/14/2024
1000-001.000	10/04/2024	CHECK	057244	MUNIHUB	1,000.00CR	OUTSTND	A	0/00/0000
1000-001.000	10/04/2024	CHECK	057245	FIRE SAFETY EDUCATION	1,440.00CR	POSTED	A	10/14/2024
1000-001.000	10/04/2024	CHECK	057246	MCCOWNGORDON CONSTRUCTION, LLC	942,898.27CR	POSTED	A	10/14/2024
1000-001.000	10/04/2024	CHECK	057247	HUFF'S TREE SERVICE, LLC	3,630.00CR	POSTED	A	10/14/2024
1000-001.000	10/04/2024	CHECK	057248	GODFREY'S INDOOR SHOOTING & AR	134.47CR	POSTED	A	10/14/2024
1000-001.000	10/04/2024	CHECK	057249	STACY SHAY	338.41CR	POSTED	A	10/14/2024
1000-001.000	10/11/2024	CHECK	057250	JOHNSON AUTOMOTIVE	106.05CR	POSTED	A	10/30/2024
1000-001.000	10/11/2024	CHECK	057251	KANSAS OFFICE OF THE TREASURER	2,336.00CR	POSTED	A	10/30/2024
1000-001.000	10/11/2024	CHECK	057252	KDHE-DIV OF H & E LABORATORIES	1,410.00CR	CLEARED	A	11/13/2024
1000-001.000	10/11/2024	CHECK	057253	ARK VALLEY NEWS	1,507.84CR	POSTED	A	10/30/2024
1000-001.000	10/11/2024	CHECK	057254	RURAL WATER DISTRICT #2	17.54CR	POSTED	A	10/14/2024
1000-001.000	10/11/2024	CHECK	057255	SEDGWICK COUNTY	1,103.78CR	POSTED	A	10/30/2024
1000-001.000	10/11/2024	CHECK	057256	GT DISTRIBUTORS - AUSTIN	3,818.70CR	POSTED	A	10/30/2024
1000-001.000	10/11/2024	CHECK	057257	DRAGONFLY LAWN & TREE CARE LLC	1,405.50CR	POSTED	A	10/30/2024
1000-001.000	10/11/2024	CHECK	057258	MABCD	265.50CR	POSTED	A	10/30/2024
1000-001.000	10/11/2024	CHECK	057259	ELITE FRANCHISING INC DBA JANI	140.00CR	POSTED	A	10/30/2024
1000-001.000	10/11/2024	CHECK	057260	PINNACLE FIRE & AUTOMATION	320.00CR	POSTED	A	10/30/2024
1000-001.000	10/11/2024	CHECK	057261	TREETOP PRODUCTS CONSOLIDATED	555.72CR	POSTED	A	10/30/2024
1000-001.000	10/11/2024	CHECK	057262	FIRST WIRELESS, INC.	714.66CR	POSTED	A	10/30/2024
1000-001.000	10/11/2024	CHECK	057263	FLEXIBLE BENEFIT SERVICE CORPO	212.25CR	POSTED	A	10/30/2024
1000-001.000	10/11/2024	CHECK	057264	LITTLE ARKANSAS DAR	350.00CR	POSTED	A	10/30/2024
1000-001.000	10/11/2024	CHECK	057265	WASTE CONNECTIONS OF KANSAS, I	45,979.96CR	POSTED	A	10/30/2024
1000-001.000	10/11/2024	CHECK	057266	FLEET FUELS LLC	1,112.03CR	POSTED	A	10/30/2024
1000-001.000	10/11/2024	CHECK	057267	AT&T MOBILITY-CC	331.25CR	POSTED	A	10/30/2024
1000-001.000	10/11/2024	CHECK	057268	LAMPTON WELDING SUPPLY CO., IN	14.75CR	POSTED	A	10/30/2024
1000-001.000	10/11/2024	CHECK	057269	ARC PHYSICAL THERAPY PLUS LP	35.00CR	POSTED	A	10/30/2024
1000-001.000	10/11/2024	CHECK	057270	RED CARPET TROPHY	60.00CR	POSTED	A	10/30/2024
1000-001.000	10/11/2024	CHECK	057271	LLOYD C. NEWMAN	509.00CR	POSTED	A	10/30/2024
1000-001.000	10/11/2024	CHECK	057272	STACY SHAY	33.24CR	POSTED	A	10/14/2024
1000-001.000	10/11/2024	CHECK	057273	BRITTNEY ORTEGA	233.77CR	POSTED	A	10/14/2024
1000-001.000	10/18/2024	CHECK	057274	VOID CHECK	0.00	POSTED	A	10/21/2024
1000-001.000	10/18/2024	CHECK	057275	VOID CHECK	0.00	POSTED	A	10/21/2024
1000-001.000	10/18/2024	CHECK	057276	VOID CHECK	0.00	POSTED	A	10/21/2024
1000-001.000	10/18/2024	CHECK	057277	AFLAC	625.82CR	POSTED	A	10/30/2024
1000-001.000	10/18/2024	CHECK	057278	DELTA DENTAL OF KANSAS, INC.	3,072.93CR	POSTED	A	10/30/2024
1000-001.000	10/18/2024	CHECK	057279	SURENCY LIFE AND HEALTH	798.53CR	POSTED	A	10/30/2024

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

CHECK DATE: November 19, 2024
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
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CHECK:

1000-001.000	10/18/2024	CHECK	057280	INTRUST CARD CENTER	9,619.24CR	POSTED	A	10/31/2024
1000-001.000	10/18/2024	CHECK	057281	CITY OF NEWTON	100.00CR	POSTED	A	10/30/2024
1000-001.000	10/18/2024	CHECK	057282	KANSAS OFFICE OF THE ATTORNEY	255.00CR	POSTED	A	10/30/2024
1000-001.000	10/18/2024	CHECK	057283	MAYER SPECIALTY SERVICES	550.00CR	POSTED	A	10/30/2024
1000-001.000	10/18/2024	CHECK	057284	AT&T MOBILITY	866.04CR	POSTED	A	10/30/2024
1000-001.000	10/18/2024	CHECK	057285	CIVIC PLUS	4,755.72CR	POSTED	A	10/30/2024
1000-001.000	10/18/2024	CHECK	057286	CUSIP GLOBAL SERVICE	246.00CR	POSTED	A	10/30/2024
1000-001.000	10/18/2024	CHECK	057287	STANDARD & POOR'S FINANCIAL	12,350.00CR	POSTED	A	10/30/2024
1000-001.000	10/18/2024	CHECK	057288	KDHE -- ATTN.: PERMIT CLERK	185.00CR	POSTED	A	10/31/2024
1000-001.000	10/18/2024	CHECK	057289	UNRUH EXCAVATING LLC	83,243.75CR	POSTED	A	10/30/2024
1000-001.000	10/18/2024	CHECK	057290	BRYAN'S HEATING & AIR CONDITIONING	544.50CR	POSTED	A	10/30/2024
1000-001.000	10/18/2024	CHECK	057291	RAVENS CRAFT IMPLEMENT, INC.	275.00CR	POSTED	A	10/30/2024
1000-001.000	10/18/2024	CHECK	057292	PIPER Sandler	90,000.00CR	POSTED	A	10/30/2024
1000-001.000	10/18/2024	CHECK	057293	RENTAL RANCH LLC	770.70CR	POSTED	A	10/30/2024
1000-001.000	10/18/2024	CHECK	057294	CHENEY DOOR COMPANY	366.80CR	POSTED	A	10/30/2024
1000-001.000	10/18/2024	CHECK	057295	MERIDIAN ANALYTICAL LABS, LLC	685.00CR	POSTED	A	10/30/2024
1000-001.000	10/18/2024	CHECK	057296	ELITE FRANCHISING INC DBA JANIS	150.00CR	POSTED	A	10/30/2024
1000-001.000	10/18/2024	CHECK	057297	GALLS, LLC	630.60CR	POSTED	A	10/30/2024
1000-001.000	10/18/2024	CHECK	057298	ROYAL PUBLISHING	195.00CR	POSTED	A	10/31/2024
1000-001.000	10/18/2024	CHECK	057299	IMAGINE IT, INC.	8,104.26CR	POSTED	A	10/30/2024
1000-001.000	10/18/2024	CHECK	057300	CUT RATES LAWN CARE LLC	1,930.00CR	POSTED	A	10/31/2024
1000-001.000	10/18/2024	CHECK	057301	SIMPLE VENTURES LLC DBA SIMPLE	7,900.00CR	POSTED	A	10/30/2024
1000-001.000	10/18/2024	CHECK	057302	J.P. COOKE COMPANY	199.45CR	POSTED	A	10/30/2024
1000-001.000	10/18/2024	CHECK	057303	SHORT ELLIOT HENDRICKSON, INC.	412,821.41CR	POSTED	A	10/30/2024
1000-001.000	10/18/2024	CHECK	057304	KU EDWARDS CAMPUS	325.00CR	POSTED	A	10/30/2024
1000-001.000	10/18/2024	CHECK	057305	ABCD TECH	67.50CR	POSTED	A	10/30/2024
1000-001.000	10/18/2024	CHECK	057306	WORKSTEPS, INC.	75.00CR	POSTED	A	10/30/2024
1000-001.000	10/18/2024	CHECK	057307	KANSAS MOBILE THRONE	150.00CR	POSTED	A	10/31/2024
1000-001.000	10/18/2024	CHECK	057308	PARETO HEALTH	94.00CR	POSTED	A	10/30/2024
1000-001.000	10/18/2024	CHECK	057309	MOUNTAINLAND SUPPLY COMPANY	19.92CR	POSTED	A	10/30/2024
1000-001.000	10/18/2024	CHECK	057310	FIVE STAR MECHANICAL, INC.	2,764.72CR	POSTED	A	10/30/2024
1000-001.000	10/18/2024	CHECK	057311	WATERUSE	543.71CR	POSTED	A	10/31/2024
1000-001.000	10/18/2024	CHECK	057312	KRISTI CARRITHERS	68.34CR	POSTED	A	10/30/2024
1000-001.000	10/18/2024	CHECK	057313	BRENT CLARK	145.99CR	POSTED	A	10/30/2024
1000-001.000	10/25/2024	CHECK	057314	CITY OF WICHITA	1,764.00CR	POSTED	A	10/30/2024
1000-001.000	10/25/2024	CHECK	057315	TRAFFIC CONTROL SERVICES, INC.	10,843.65CR	POSTED	A	10/30/2024
1000-001.000	10/25/2024	CHECK	057316	AT&T MOBILITY	226.40CR	POSTED	A	10/30/2024
1000-001.000	10/25/2024	CHECK	057317	VALLEY CENTER RECREATION	3,966.40CR	POSTED	A	10/31/2024
1000-001.000	10/25/2024	CHECK	057318	MERIDIAN ANALYTICAL LABS, LLC	1,480.50CR	POSTED	A	10/30/2024
1000-001.000	10/25/2024	CHECK	057319	GALLS, LLC	901.22CR	POSTED	A	10/31/2024
1000-001.000	10/25/2024	CHECK	057320	PINNACLE FIRE & AUTOMATION	337.00CR	POSTED	A	10/30/2024
1000-001.000	10/25/2024	CHECK	057321	RED EQUIPMENT LLC.	2,587.47CR	POSTED	A	10/30/2024
1000-001.000	10/25/2024	CHECK	057322	CK POWER	140.00CR	POSTED	A	10/31/2024
1000-001.000	10/25/2024	CHECK	057323	CUT RATES LAWN CARE LLC	590.00CR	POSTED	A	10/31/2024

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

CHECK DATE: November 19, 2024
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
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CHECK:

1000-001.000	10/25/2024	CHECK	057324	FLEET FUELS LLC	1,008.07CR	POSTED	A	10/30/2024
1000-001.000	10/25/2024	CHECK	057325	ACCESS SYSTEMS LEASING	709.00CR	OUTSTND	A	0/00/0000
1000-001.000	10/25/2024	CHECK	057326	GODFREY'S INDOOR SHOOTING & AR	233.96CR	POSTED	A	10/31/2024
1000-001.000	10/25/2024	CHECK	057327	KYLE FIEDLER	61.30CR	POSTED	A	10/30/2024
1000-001.000	10/25/2024	CHECK	057328	JEREMY WORMINGTON	111.98CR	POSTED	A	10/30/2024

TOTALS FOR ACCOUNT 1000-001

CHECK	TOTAL:	1,789,299.86CR
DEPOSIT	TOTAL:	0.00
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	0.00
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	0.00
BANK-DRAFT	TOTAL:	4,821,702.82CR

TOTALS FOR POOLED CASH FUND

CHECK	TOTAL:	1,789,299.86CR
DEPOSIT	TOTAL:	0.00
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	0.00
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	0.00
BANK-DRAFT	TOTAL:	4,821,702.82CR

CONSENT AGENDA

D. TREASURER'S REPORT – OCTOBER 2024:

MTD TREASURERS REPORT

AS OF: OCTOBER 31ST, 2024

FUND	BEGINNING	M-T-D	M-T-D	CASH BASIS	NET CHANGE	NET CHANGE	ACCRAUL ENDING
	CASH BALANCE	REVENUES	EXPENSES	BALANCE	OTHER ASSETS	LIABILITIES	CASH BALANCE
010-GENERAL FUND	2,194,817.01	230,132.17	359,272.83	2,065,676.35	0.00	4,203.12	2,069,879.47
020-SPECIAL PARKS AND REC	40,335.85	169.88	0.00	40,505.73	0.00	0.00	40,505.73
030-SPECIAL ALCOHOL AND DRUGS	15,440.29	67.95	0.00	15,508.24	0.00	0.00	15,508.24
040-POOL/REC SALES TAX	4,988,331.04	125,091.96	943,164.03	4,170,258.97	0.00	0.00	4,170,258.97
050-TIF FUND	1,192,462.93	11,195,844.89	4,701,216.90	7,687,090.92	0.00	0.00	7,687,090.92
110-EMPLOYEE BENEFITS	343,828.21	14,172.86	82,397.55	275,603.52	0.00	0.00	275,603.52
126-BUILDING EQUIP RESERVE	67,662.12	314.27	0.00	67,976.39	0.00	0.00	67,976.39
127-EQUIPMENT RESERVE	375,565.47	1,579.84	0.00	377,145.31	0.00	0.00	377,145.31
130-FLEET MANAGEMENT FUND	15,242.53	35,067.95	41,461.75	8,848.73	0.00	0.00	8,848.73
140-LIBRARY	857.91	0.00	0.00	857.91	0.00	0.00	857.91
150-SPECIAL HIGHWAY	637,642.63	133,292.36	36,175.55	734,759.44	0.00	446.96	735,206.40
160-EMERGENCY EQUIPMENT	143,551.15	1,521.73	18,743.65	126,329.23	0.00	0.00	126,329.23
161-PUBLIC SAFETY TRAINING	9,222.66	290.00	0.00	9,512.66	0.00	0.00	9,512.66
225-PARK BEAUTIFICATION FUND	2,215.33	0.00	555.72	1,659.61	0.00	0.00	1,659.61
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	(581,871.40)	7,958,225.91	497,661.53	6,878,692.98	0.00	0.00	6,878,692.98
410-BOND & INTEREST	1,828,938.61	7,899.21	0.00	1,836,837.82	0.00	0.00	1,836,837.82
420-LAND BANK RESERVE	74,660.16	314.27	0.00	74,974.43	0.00	0.00	74,974.43
510-GIFTS AND GRANTS	6,931.51	33.98	0.00	6,965.49	0.00	0.00	6,965.49
520-STATE/FEDERAL GRANT MNGMT	434,031.25	1,817.67	0.00	435,848.92	0.00	0.00	435,848.92
610-WATER OPERATING	3,487,842.74	200,695.59	76,397.15	3,612,141.18	(26,786.35)	(1,079.28)	3,637,848.25
612-STORMWATER UTILITY FUND	532,527.73	30,115.86	2,135.73	560,507.86	667.82	0.00	559,840.04
613-SOLID WASTE UTILITY	173,354.96	50,937.60	46,412.29	177,880.27	612.94	0.00	177,267.33
619-WATER SURPLUS RESERVE	567,763.56	2,378.26	0.00	570,141.82	0.00	0.00	570,141.82
620-SEWER OPERATING	1,876,336.65	135,107.85	31,753.61	1,979,690.89	2,732.54	21.16	1,976,979.51
628-SEWER SURPLUS RESERVE	238,319.39	1,061.72	0.00	239,381.11	0.00	0.00	239,381.11
GRAND TOTAL	18,672,251.09	20,126,133.78	6,837,348.29	31,961,036.58	(22,773.05)	3,591.96	31,987,401.59
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*** END OF REPORT ***

CONSENT AGENDA

E. ECONOMIC DEVELOPMENT BOARD MINUTES – OCTOBER 7, 2024:

VALLEY CENTER ECONOMIC DEVELOPMENT BOARD MEETING MINUTES

Wednesday, November 6th, 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
Ivan Gomez
Brian Haight
Casey Carlson
Tim Hoffman
Brendan McGettigan
Ron Colbert
Kyle Fiedler, Community Development Director
Brent Clark, City Administrator

APPROVAL OF DRAFT MINUTES

Motion was made by Casey and seconded by Tim to approve the meeting minutes for October 2nd, 2024. Motion was unanimous.

NEW BUSINESS:

A. Meridian Update

Light poles will ship on December 6th and hopefully be installed before Christmas, trees have begun to arrive and will start planting in the next few weeks. Closure of the railroad tracks has been delayed to November 11th and will be closed up to 45 days. Meridian will be open at Industrial and Ford, detour will be to Ramsey Dr. Pearson is currently taking out the rest of the asphalt. 69th and Meridian is tentatively scheduled to close at the end of January or first week of February to construct the roundabout.

B. Rec Center Update

Brickmob is currently working on murals on the inside of the building, the exterior wrap should be installed in the next few weeks. Landscaping has gone in and the building is still set to open towards the end of January.

C. Builders First Source Update

They are currently waiting for final inspections, the building is nearing completion, they will hopefully have occupancy by the end of the month.

D. General Discussion

Kyle provided an update on Harvest Place, dirt has been moving to create the detention ponds. Kyle also discussed a local manufacturing business that has begun discussions with the City about an expansion project.

Tim asked about the results of the Comprehensive Plan Survey. The consultant has not provided the complied data to the City yet.

A question was asked about the REC Center membership pricing. The pricing is supposed to be competitive with the YMCA and there will be Silver Sneakers pricing as well.

The next meeting will be held on Wednesday, December 4th, 2024, at 1:00PM via Teams.

ADJOURNMENT

Motion was made by Tim and seconded by Casey to adjourn the meeting. Motion was unanimous. Meeting adjourned at 1:12 P.M.

Respectfully submitted,

Kyle Fiedler, Secretary

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. Finance Director Miller**
- H. City Clerk/HR Director Carrithers**
- I. City Administrator Clark**

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