



CITY COUNCIL AGENDA

November 5, 2024

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

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. INVOCATION: MINISTERIAL ALLIANCE**
- 4. PLEDGE OF ALLEGIANCE**
- 5. APPROVAL OF AGENDA p 4**
- 6. ADMINISTRATION AGENDA p 5**
 - A. City Council Meeting Minutes – October 15, 2024**
- 7. PRESENTATIONS / PROCLAMATIONS p 11**
- 8. PUBLIC FORUM (*Citizen input and requests*) p 11**
- 9. APPOINTMENTS p 11**
- 10. OLD BUSINESS p 11**
- 11. NEW BUSINESS p 12**
 - A. Main Street Closure for Christmas Events Request p 12**
 - B. Seneca Street Traffic Analysis p 15**
 - C. Resolution 769-24: Authorization for IntraFi Account – Legacy Bank p 26**
 - D. Approval of Contract for Financial Audit p 64**
 - E. Approval of RFP – Banking Services p 67**
- 12. CONSENT AGENDA p 73**
 - A. Appropriation Ordinance – November 5, 2024 p 74**
 - B. Delinquent Account Report – August 2024 p 84**
 - C. Planning and Zoning Board Minutes – October 22, 2024. p 90**
 - D. Alcohol Waiver Request – December 6, 2024 p 93**
- 13. STAFF REPORTS p 95**
- 14. GOVERNING BODY REPORTS p 96**
- 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 cyclerk@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 October 15, 2024, regular City Council Meeting as prepared by the City Clerk.

November 5, 2024 City Council Agenda Page 6

REGULAR COUNCIL MEETING
October 15, 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 and Matt Stamm.

Members Absent: Clint Bass, Chris Evans, Dale Kerstetter

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

Press present: Ark Valley News

APPROVAL OF AGENDA

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

ADMINISTRATION AGENDA –

OCTOBER 1, 2024, CITY COUNCIL MINUTES-

Stamm moved to approve the minutes of the October 1, 2024, City Council meeting as presented, seconded by Gregory. Vote Aye: Unanimous. Motion Carried.

PRESENTATIONS/PROCLAMATIONS –

FIRST RESPONDERS’ DAY

Mayor Truman read a proclamation declaring October 28, 2024, as First Responders Day. Honoring nurses, paramedics, emergency medical service personnel, firefighters, police officers, 911 dispatchers, and search and rescues teams.

NATIONAL AMERICAN INDIAN HERITAGE MONTH PROCLAMATION

Mayor Truman read a proclamation for National American Indian Heritage Month to be observed in the month of November.

MILITARY APPRECIATION MONTH PROCLAMATION

Mayor Truman read a proclamation declaring November as Military Appreciation Month and recognizing November 11th as Veterans Day.

LONGEVITY EMPLOYEE AWARDS

The League of Kansas Municipalities recognizes long term city employees each year at the annual meeting. Public Safety Director Lloyd Newman recognized 20-years of service to Kris Coffman as one of our volunteer firefighters. Also 15-years of service to Josh Tormey who has been instrumental for fire training within the department. Police Sargeant Jason Easley has been with the Police Department for 15 years. He has served the city as patrol officer, SRO, investigations and now Sargeant. Finance Director Miller presented award to Amanda Park for 15-years of service to the City of Valley Center. He stated that she has been a tremendous help to him in the few months he has worked as the Finance Director, and she can probably cover any position in City Hall if necessary.

PUBLIC FORUM –

Brian Johnson, 560 N Emporia addressed Council with concerns regarding crosswalk on 5th Street by the Public Safety Building. He stated on September 14th a child was struck while crossing the street and the following week another incident with a child being hit occurred. He requested better signaling options to make the crossing safer. The flashing beacon lights are not effective in his opinion.

APPOINTMENTS –**OLD BUSINESS –****A. VALLEY CENTER CEMETERY**

Nikki Hipps, 446 Meeds Drive again requested the refund of the transfer fee she and her husband paid to bury her father-in-law in the plot owned by her husband Steven Hipps. City Attorney Arbuckle stated that his opinion after reviewing the Resolutions and Ordinances is that the City did properly charge the non-resident fee. Mayor Truman asked if City staff could notify owners of plots purchased in previous years could be notified so that families are aware of transfer fees. Anderson stated that this situation is a bad deal all around, but noted that staff might not have a way to notify deed holders, Gregory moved to deny request for reimbursement to Steven Hipps in the amount of \$800.00. Motion seconded by Wilson. Vote Yea: Wilson, Anderson, Gregory and Stamm. Opposed: Colbert. Motion carried.

NEW BUSINESS-**A. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH GARVER FOR RIO BELLA SUBDIVISION:**

Eric Glover, Garver LLC, presented professional services agreement for roadway and drainage portion of the Rio Bella Subdivision. Gregory questioned the meaning of the wording in 3.2. It was determined that the City “owners” cannot change an invoice/statement. Anderson verified that the cost will be paid with the specials.

Stamm made motion to approve agreement with Garver LLC, for professional services for the Rio Bella Subdivision not to exceed \$64,000.00 and authorize Mayor or City Administrator to sign. Motion seconded by Anderson. Vote Aye: unanimous. Motion carried

B. EXECUTIVE SESSION: CONSULTATION WITH ATTORNEY:

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

Session started at 7:45pm.

Mayor Truman called meeting back to order at 8:00 pm.

Anderson stated no official action was taken by Council while in executive session.

C. RESOLUTION 767-24; AUTHORIZATION FOR INTRAFI ACCOUNT-FIDELITY BANK:

Finance Director Miller presented resolution to open IntraFI account with Fidelity Bank. He explained this will be like the Resolutions passed at the October 1, 2024, council meeting for Intrust and Emprise Banks. Following approval of Resolution, a second motion to name the authorized signers is needed. Wilson moved to adopt Resolution 767-24, expanding the investment option with Fidelity Bank for the City of Valley Center with an IntraFi account. Motion seconded by Stamm. Vote Yea: unanimous. Motion carried.

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

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

City Administrator Clark announced that the City of Valley Center again received the Gold Star award from the Kansas Municipal Insurance Trust. A municipality is awarded a Gold Star based on safety

procedures and accident claims. A discount is applied to workman's compensation premiums depending on level of award. He recommended Mayor and Council recognize the hard work employees have done to earn the Gold Award by granting one additional paid day off on December 24, 2024, and a \$100.00 after tax bonus be paid to full time employees and a \$50.00 bonus be paid to less than full-time employees who have worked at least 100 hours.

Anderson moved to grant one additional paid day off on December 24, 2024, and a \$100.00 after tax bonus be paid to full time employees and a \$50.00 bonus be paid to less than full-time employees who have worked at least 100 hours. Seconded by Colbert. Vote Yea: unanimous. Motion carried.

E. CHAMBER OF COMMERCE – STREET CLOSURE REQUEST:

Chamber Director Allison Clubb request closure of the 100-200 blocks of W. Main Street on October 29th for the annual Trick or Treat event. While the actual event will be held from 5:00 to 7:00pm. The street will need to close from 3:00-8:00pm.

Anderson moved to approve request to close 100-200 W. Main St. on October 29, 2024, from 3:00pm to 8:00pm for annual Trick or Treat event. Motion seconded by Colbert. Vote Yea: unanimous. Motion carried.

CONSENT AGENDA

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

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

STAFF REPORTS

COMMUNITY DEVELOPMENT DIRECTOR FIEDLER

The final Farmer's Market will be Thursday.

Encouraged all residents to complete Comprehensive Plan survey before October 22nd. It consists of 20 questions. An open house to review the comprehensive plan will be held Thursday, October 24, 2024. It will be held in the Cottonwood Room from 6:00-7:30pm.

Fiedler also announced that a new text program is being launched that will replace the current app. TextMy Gov will allow residents to text questions or receive message alerts via text. Text number is 316-618-9333 for info or report issue. Text 91896 "VALLEYCENTER" to receive alerts.

PUBLIC WORKS DIRECTOR EGGLESTON

The center section on South Meridian will be poured beginning Friday at 5:00pm through Saturday morning. Only local traffic will have access during this time.

Water restrictions remain in place. The conservation efforts have reduced usage in Valley Center by approximately 35%. Only 8 door hanger warnings have been issued since the restrictions went into effect. 3 high usage notices have been sent. Thanked residents for doing their part in conservation of water.

Eggleston announced that letters will be going out regarding the Federal "Get the Lead Out" program. Lead piping was banned in 1989, so the city is working to identify any pipes from the meter into the houses that might have lead pipes or solder. Scheer stated that the Federal requirement currently is only an inventory. It will probably be much later before new requirements are announced.

CITY CLERK/HR DIRECTOR CARRITHERS

The KMIT annual meeting was October 10th. The City of Valley Center was recognized as a charter 30-year member of KMIT as well as receiving the Gold Award. The League recognizes employees with the longevity awards each year. In addition to Valley Center's employees announced earlier tonight. Councilmember Stamm was listed as serving the City of Derby for 20 years.

FINANCE DIRECTOR MILLER

Is reviewing many areas to increase income or to reduce expenses. The Firefighter fund has been receiving a negligible interest rate for years. By getting a 2.64% interest rate on this account it will earn substantially more in the coming years. He has also negotiated with our current webpage design company to reduce their fees by approximately \$25,000.00.

Three bids for financial audits have been received. They will be reviewed, and a recommendation will be presented at the November 5th City Council meeting.

The bonds funds were deposited last Friday. IntraFi rates are currently from 4.4% to 4.74%. He plans on getting them invested by the end of this week.

CITY ADMINISTRATOR CLARK

Recognized and Thanked Chris Strunk and Amy Stamm with Main Street Valley Center for all their hard work this year in organizing and working with the Farmer's Market.

The Recreation Center is scheduled to open late January.

Thanks to the Chamber of Commerce and all the volunteers for the successful Fall Fest.

GOVERNING BODY REPORTS-

MAYOR TRUMAN

Presented the Red Cross Blood Drive trophy to Valley Center. It will remain in Valley Center throughout the coming year as the winner between the Valley Center/Park City donor challenge. Mayor Truman also challenged everyone to donate next year and increase the number of donors.

Truman thanked Pearson Construction for their hard work on the Meridian Project.

COUNCILMEMBER GREGORY

Attended the LKM Conference last week. Was very informative.

COUNCILMEMBER STAMM

Thanked Director Miller for his diligent work.

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

ADJOURN -

The meeting adjourned at 8:45 PM.

Kristi Carrithers, City Clerk/HR Director

ADMINISTRATION AGENDA
RECOMMENDED ACTION

A. MINUTES:

RECOMMENDED ACTION:

Staff recommends motion to approve the minutes of the October 15, 2024, Regular Council Meeting as presented/ amended.

PRESENTATIONS / PROCLAMATIONS

PUBLIC FORUM

APPOINTMENTS

OLD BUSINESS

NEW BUSINESS

A. MAIN STREET CLOSURE FOR CHRISTMAS EVENTS REQUEST:

Main Street Valley Center will again host the annual Hometown Christmas tree-lighting ceremony. Chris Strunk, President, will request closure of the 100 block of West Main Street on December 7, 2024, from 6:00pm-9:00pm for the event.

- Letter of request – Main Street Valley Center



Hometown Christmas

Request to close and barricade 100 block of West Main from 6 to 9 p.m. Saturday, Dec. 7, 2024

Main Street Valley Center requests the Valley Center City Council's approval to close and barricade the 100 block of West Main Street from 6 to 9 p.m. Dec. 7, 2024, for the annual Hometown Christmas tree-lighting ceremony.

The event will start at 7 p.m.

The event draws hundreds of people each year and closing the road is a safe option to facilitate the crowd.

The intersections of Main and Park and Main and Ash will remain open to northbound and southbound traffic.

We ask that the city notify appropriate law enforcement, EMS and fire personnel.

Main Street Valley Center will have insurance for the event.

Thank you.

Chris Strunk, president, Main Street Valley Center
519-3952

NEW BUSINESS
RECOMMENDED ACTION

A. MAIN STREET CLOSURE FOR CHRISTMAS EVENTS REQUEST:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends motion 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.

NEW BUSINESS

B. SENECA STREET TRAFFIC ANALYSIS:

Kristy Skaggs, PEC will present analysis of traffic at the intersection of Seneca St. and Tanner Trail. Based on new residential and elementary school development, it is recommended a single-lane roundabout be included in the design.

- Traffic Analysis Memo
- Estimate
- Concept Drawing



MEMO

TO: City of Valley Center

ATTENTION: Brent Clark

FROM: Scott Canfield, PE, PTOE

REFERENCE: _____

DATE: October 10, 2024

PROJECT NO.: 217013-017

PROJECT: Seneca / Tanner Trail Intersection

Traffic Analysis

COPIES TO: _____

Please notify immediately of any misconceptions or omissions you believe to be contained herein.

This memo contains a summary of the traffic analysis of the intersection of Seneca St. and Tanner Trail in Valley Center as requested by the City.

PROJECT DESCRIPTION

With the proposed roadway improvements to Seneca Street between Ford Street and 5th Street, concerns have arisen about the geometric layout of the Seneca and Tanner Trail intersection due to the Trails End development to the northwest of the intersection. These developments include a new elementary school along with 146 single-family homes and approximately 15.4 acres of commercial development. See Area Map, Page 3.

Analysis of the intersection will include operational assessment as a two-way stop-controlled intersection and as a single-lane roundabout.

ROADWAY CHARACTERISTICS

Seneca Street runs roughly north-south in the eastern portion of the community and serves as an arterial roadway. Seneca is currently a 22-foot-wide asphalt roadway with open ditches and is marked to provide one lane in each direction.

Tanner Trail runs roughly east-west and serves the community as a local roadway. To the east of Seneca, Tanner Trail is a 31-foot-wide asphalt roadway with curb-and-gutter which allows for one lane in each direction. At the Seneca intersection, Tanner Trail widens to provide a 12-foot-wide raised median between the opposing traffic flows.

The current T-intersection of Seneca and Tanner Trail is currently stop-controlled with traffic movements on Tanner Trail stopping for Seneca.

Proposed road improvements for Seneca include widening the roadway to 39 feet with curb-and-gutter. The additional roadway width will accommodate one lane in each direction with a two-way left-turn lane (TWLTL) or a raised median between the thru-traffic lanes. With the new development, Tanner Trail will be constructed as a 31-foot-wide asphalt roadway with curb-and-gutter to the west of Seneca and will accommodate one lane in each direction.

TRAFFIC ANALYSIS

Historical traffic data was utilized for Seneca Street and these volumes were increased by 2.0% annually for 20 years to account for background growth along the corridor, and it was assumed that 11% of the average daily traffic occurred during the peak hour. In addition, it was assumed

the AM Peak Hour is the critical peak hour due to the peak hour as the residential development trips and the elementary school trips occur in the same time period. During the PM Peak Hour, peak school traffic occurs prior to the peak times of the residential or commercial traffic.

The number of trips generated by the developments is based on the values provided by the Institute of Transportation Engineers' (ITE) *Trip Generation Manual* [11th edition]. The land use selected for the development to the west is *Single-Family Detached Housing (Lane Use 210)* and *Elementary School (Land Use 520)*.

For the AM Peak Hour analysis, it was assumed that 50% of the residential trips and 90% of the school trips will use Tanner Trail to access Seneca. It was also assumed the following traffic distribution for the west approach of Tanner Trail:

<u>Traffic on Tanner Trail</u>	<u>North</u>	<u>South</u>	<u>To/From</u> <u>East</u>
Entering Traffic (WB) - residential	25%	75%	0%
Entering Traffic (WB) - school	45%	50%	5%
Exiting Traffic (EB) - residential	25%	75%	0%
Exiting Traffic (EB) - school	50%	45%	5%

Finally, all of the proposed vehicle trips into the Trails End development and school are assumed to be new traffic with no reduction to account for pass-by trips. Pass-by trips are defined as trips to the development from existing traffic passing by on the adjacent roadway network. This conservative approach may have projected volumes higher than realistically expected.

The proposed turning movement volumes used for the intersection analysis are shown on Page A-1 (attached).

The Level-of-Service (LOS) is a term used to describe the operating conditions of traffic flow during the peak periods. The LOS is designated as a letter grade ranging from A to F based on federally accepted criteria. In urban areas, acceptable LOS levels are generally LOS C, although LOS D may be acceptable if LOS C is cost prohibitive or would result in significant property impacts.

Under the proposed traffic conditions and operating as two-way stop-controlled (with Tanner Trail traffic stopping for Seneca), the Tanner Trail west approach operates at LOS D or better during the AM Peak Hour with queue lengths exceeding 200 feet, as shown on Page B-1. The east approach operates at LOS C or better and the left-turn lanes on Seneca operate at LOS A.

In an effort to improve the level-of-service and reduce the queue lengths, an exclusive eastbound right-turn lane was considered for the west approach. With this proposed modification, the west approach operates at LOS C or better during the AM Peak Hour with queue lengths reduced to 100 feet, as shown on Page B-2. The east approach continues to operate at LOS C or better and the left-turn lanes on Seneca operate at LOS A.

Operating as a single-lane roundabout, all approaches are expected to operate at LOS A, as shown on Page B-3.

RECOMMENDATIONS

With the new residential and elementary school development in the northwest corner, the west approach of the intersection of Seneca Street and Tanner Trail will operate at an unacceptable level-of-service as two-way stop-controlled. This will result in vehicles experiencing significant delays and vehicle queuing lengths exceeding 200 feet during the AM Peak Hour.

To reduce delays and queuing lengths, an exclusive right-turn lane was considered for the west approach. While this modification reduced the queuing lengths (100 feet) and overall delays for the approach, the left-turning vehicles will still have considerable delays and an unacceptable level-of-service.

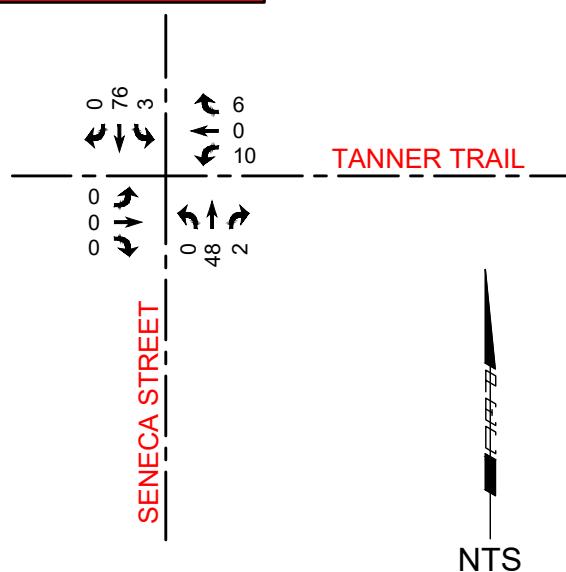
The final option considered for the intersection is a single-lane roundabout with no additional turning lane modifications. The intersection of Seneca Street and Tanner Trail will operate at acceptable levels-of-service and vehicle queuing lengths under 50 feet for all approaches during the AM Peak Hour.

Studies have shown roundabouts have several advantages over stop-controlled intersections, such as a reduction in crashes and crash severity due to lower vehicle travel speeds and a reduction in the number of conflict points; more efficient traffic flow which reduces pollution and fuel use; and increase opportunities for aesthetic enhancements for all roadway users.

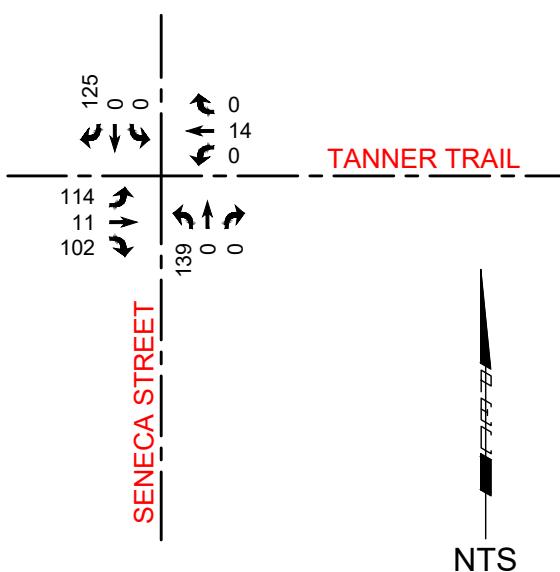
Due to the improved operational efficiency and safety benefits, it is recommended the intersection of Seneca Street and Tanner Trail be designed as a single-lane roundabout.



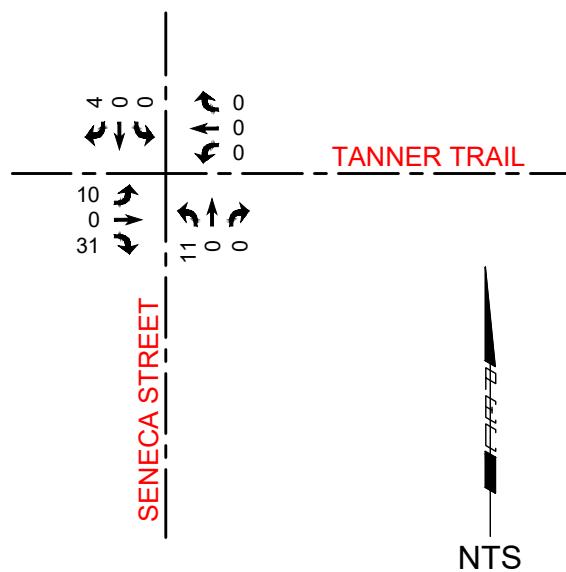
Map from Sedgwick Co. GIS

AM PEAK HOUR**FUTURE**

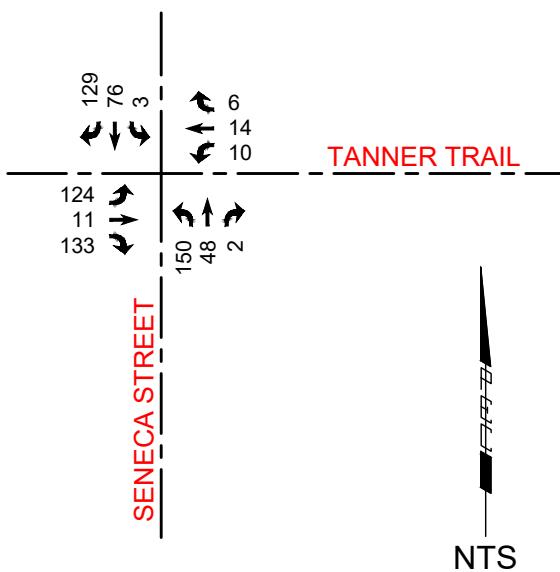
2.0% for 20 years to existing traffic volumes
AM Pk Hr is 11% of AADT

**ELM. SCHOOL**

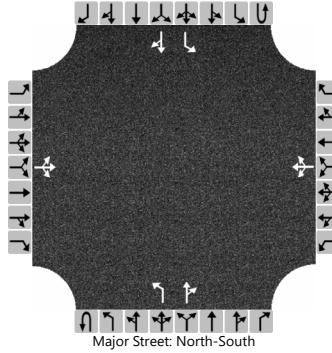
TOTAL TRIPS - 561 vehicles (55% Enter / 45% Exit)
On Tanner Trail (W Appr):
90.0% of total trips
Entering Traffic - 50% from S / 45% from N / 5% from E
Exiting Traffic - 45% to S / 50% to N / 5% to E

**WEST RESIDENTIAL DEV.**

TOTAL TRIPS - 111 vehicles (26% Enter / 74% Exit)
On Tanner Trail (W Appr):
50.0% of total trips
Entering Traffic - 75% from S / 25% from N / 0% from E
Exiting Traffic - 75% to S / 25% to N / 0% to E

**AM PEAK HOUR TOTAL**

PEAK HOUR FACTOR of 0.80 assumed for all analysis

General Information				Site Information																										
Analyst				Intersection		Seneca & Tanner Trail																								
Agency/Co.				Jurisdiction		Valley Center																								
Date Performed	10/07/2024			East/West Street		Tanner Trail																								
Analysis Year				North/South Street		Seneca																								
Time Analyzed	AM Peak Hour			Peak Hour Factor		0.80																								
Intersection Orientation	North-South			Analysis Time Period (hrs)		1.00																								
Project Description																														
Lanes																														
 Major Street: North-South																														
Vehicle Volumes and Adjustments																														
Approach	Eastbound			Westbound			Northbound			Southbound																				
Movement	U	L	T	R	U	L	T	R	U	L	T	R																		
Priority	10	11	12		7	8	9	1U	1	2	3	4U																		
Number of Lanes	0	1	0		0	1	0	0	1	1	0	0																		
Configuration	LTR			LTR			L			TR																				
Volume (veh/h)	124	11	133		10	14	6	150	48	2	3	76																		
Percent Heavy Vehicles (%)	10	3	10		3	3	3	10			3																			
Proportion Time Blocked																														
Percent Grade (%)	0			0																										
Right Turn Channelized																														
Median Type Storage	Undivided																													
Critical and Follow-up Headways																														
Base Critical Headway (sec)	7.1	6.5	6.2		7.1	6.5	6.2	4.1			4.1																			
Critical Headway (sec)	7.20	6.53	6.30		7.13	6.53	6.23	4.20			4.13																			
Base Follow-Up Headway (sec)	3.5	4.0	3.3		3.5	4.0	3.3	2.2			2.2																			
Follow-Up Headway (sec)	3.59	4.03	3.39		3.53	4.03	3.33	2.29			2.23																			
Delay, Queue Length, and Level of Service																														
Flow Rate, v (veh/h)	335		38		188			4																						
Capacity, c (veh/h)	451		315		1263			1534																						
v/c Ratio	0.74		0.12		0.15			0.00																						
95% Queue Length, Q ₉₅ (veh)	7.6		0.4		0.5			0.0																						
95% Queue Length, Q ₉₅ (ft)	204.8		10.2		13.5			0.0																						
Control Delay (s/veh)	34.9		18.0		8.3			7.4																						
Level of Service (LOS)	D		C		A			A																						
Approach Delay (s/veh)	34.9		18.0		6.3			0.1																						
Approach LOS	D		C		A			A																						

HCS Two-Way Stop-Control Report

November 5, 2024 City Council Agenda Page 21

General Information				Site Information																										
Analyst				Intersection		Seneca & Tanner Trail																								
Agency/Co.				Jurisdiction		Valley Center																								
Date Performed	10/07/2024			East/West Street		Tanner Trail																								
Analysis Year				North/South Street		Seneca																								
Time Analyzed	AM Peak Hour			Peak Hour Factor		0.80																								
Intersection Orientation	North-South			Analysis Time Period (hrs)		1.00																								
Project Description	Rev. West Appr.																													
Lanes																														
 Major Street: North-South																														
Vehicle Volumes and Adjustments																														
Approach	Eastbound			Westbound			Northbound			Southbound																				
Movement	U	L	T	R	U	L	T	R	U	L	T	R																		
Priority		10	11	12		7	8	9	1U	1	2	3																		
Number of Lanes	0	1	1		0	1	0	0	1	1	0	0																		
Configuration	LT		R		LTR		L		TR		L																			
Volume (veh/h)	124	11	133		10	14	6		150	48	2	3																		
Percent Heavy Vehicles (%)	10	3	10		3	3	3		10			3																		
Proportion Time Blocked																														
Percent Grade (%)	0			0																										
Right Turn Channelized	No																													
Median Type Storage	Undivided																													
Critical and Follow-up Headways																														
Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1		4.1																		
Critical Headway (sec)		7.20	6.53	6.30		7.13	6.53	6.23		4.20		4.13																		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2		2.2																		
Follow-Up Headway (sec)		3.59	4.03	3.39		3.53	4.03	3.33		2.29		2.23																		
Delay, Queue Length, and Level of Service																														
Flow Rate, v (veh/h)		169		166		38		188			4																			
Capacity, c (veh/h)		309		847		315		1263			1534																			
v/c Ratio		0.55		0.20		0.12		0.15			0.00																			
95% Queue Length, Q ₉₅ (veh)		3.4		0.7		0.4		0.5			0.0																			
95% Queue Length, Q ₉₅ (ft)		91.4		18.9		10.2		13.5			0.0																			
Control Delay (s/veh)		30.4		10.3		18.0		8.3			7.4																			
Level of Service (LOS)		D		B		C		A			A																			
Approach Delay (s/veh)	20.4			18.0			6.3			0.1																				
Approach LOS	C			C			A			A																				

MOVEMENT SUMMARY

Site: 101 [Seneca/Tanner Trail (Site Folder: General)]

New Site

Site Category: (None)

Roundabout

Vehicle Movement Performance													
Mov ID	Turn	INPUT VOLUMES		DEMAND FLOWS		Deg. Satn	Aver. Delay	Level of Service	95% BACK OF QUEUE	Prop. Que	Effective Stop Rate	Aver. No. Cycles	Aver. Speed mph
		[Total veh/h]	[HV %]	[Total veh/h]	[HV %]	v/c	sec		[Veh. veh]	Dist] ft			
South: Seneca St													
3	L2	150	8.0	188	8.0	0.235	5.6	LOS A	1.1	28.9	0.38	0.24	0.38
8	T1	48	5.0	60	5.0	0.235	5.5	LOS A	1.1	28.9	0.38	0.24	0.38
18	R2	2	3.0	3	3.0	0.235	5.5	LOS A	1.1	28.9	0.38	0.24	0.38
Approach		200	7.2	250	7.2	0.235	5.6	LOS A	1.1	28.9	0.38	0.24	0.38
East: Tanner Trail													
1	L2	10	3.0	13	3.0	0.044	4.6	LOS A	0.2	4.4	0.48	0.36	0.48
6	T1	14	3.0	18	3.0	0.044	4.6	LOS A	0.2	4.4	0.48	0.36	0.48
16	R2	6	3.0	8	3.0	0.044	4.6	LOS A	0.2	4.4	0.48	0.36	0.48
Approach		30	3.0	38	3.0	0.044	4.6	LOS A	0.2	4.4	0.48	0.36	0.48
North: Seneca St													
7	L2	3	3.0	4	3.0	0.255	5.9	LOS A	1.2	31.5	0.43	0.31	0.43
4	T1	76	5.0	95	5.0	0.255	6.0	LOS A	1.2	31.5	0.43	0.31	0.43
14	R2	129	8.0	161	8.0	0.255	6.1	LOS A	1.2	31.5	0.43	0.31	0.43
Approach		208	6.8	260	6.8	0.255	6.0	LOS A	1.2	31.5	0.43	0.31	0.43
West: Tanner Trail													
5	L2	124	8.0	155	8.0	0.295	6.0	LOS A	1.5	39.6	0.32	0.18	0.32
2	T1	11	3.0	14	3.0	0.295	5.8	LOS A	1.5	39.6	0.32	0.18	0.32
12	R2	133	8.0	166	8.0	0.295	6.0	LOS A	1.5	39.6	0.32	0.18	0.32
Approach		268	7.8	335	7.8	0.295	6.0	LOS A	1.5	39.6	0.32	0.18	0.32
All Vehicles		706	7.1	883	7.1	0.295	5.8	LOS A	1.5	39.6	0.37	0.24	0.37
32.5													

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).

Roundabout LOS Method: Same as Sign Control.

Vehicle movement LOS values are based on average delay and v/c ratio (degree of saturation) per movement.

LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).

Intersection and Approach LOS values are based on average delay for all movements (v/c not used as specified in HCM 6).

Roundabout Capacity Model: US HCM 6.

Delay Model: HCM Delay Formula (Geometric Delay is not included).

Queue Model: HCM Queue Formula.

Gap-Acceptance Capacity: Traditional M1.

HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

OWNER: City of Valley Center

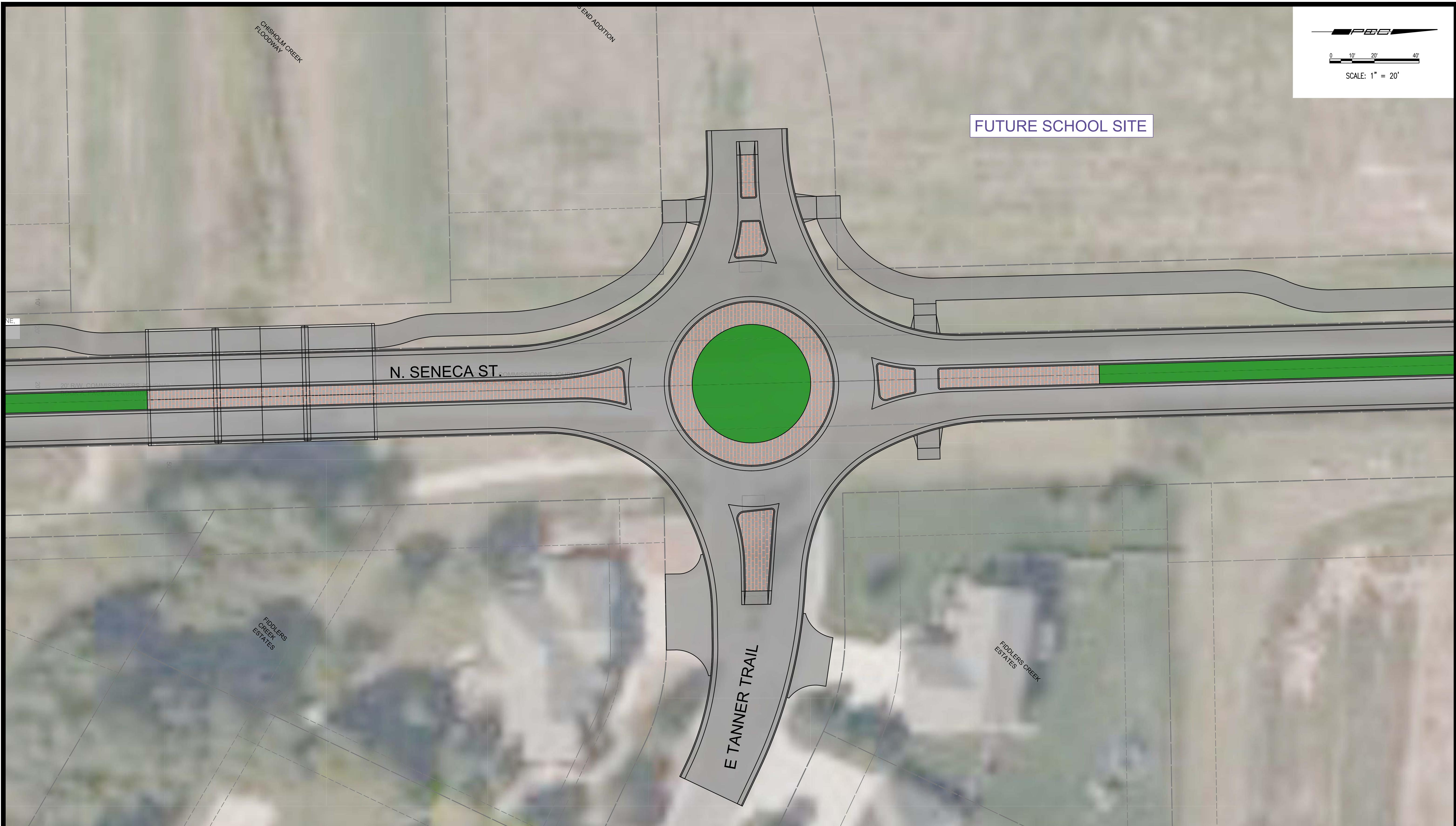
PROJECT: North Seneca (Ford to 5th) - Seneca and Tanner Trail Additional Cost

PEC PROJECT NO: 217013-017

DATE: October 2024



ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S OPINION OF PROBABLE COST	
				UNIT PRICE	COST
1	4" Colored Concrete Pavement (Stamped)	382	SY	\$ 85.00	\$ 32,470.00
2	9" Colored Concrete Pavement (Stamped)	220	SY	\$ 150.00	\$ 33,000.00
3	9" Concrete Pavement	2,336	SY	\$ 130.00	\$ 303,680.00
4	8" Concrete Pavement	-2,385	SY	\$ 85.00	\$ (202,725.00)
5	8" Reinforced Concrete Valley Gutter	-706	SY	\$ 74.00	\$ (52,244.00)
6	7" Crushed Concrete	-2,718	SY	\$ 15.00	\$ (40,770.00)
7	6" Crushed Concrete	2,823	SY	\$ 14.00	\$ 39,522.00
8	6" Reinforced Concrete Drive	132	SY	\$ 70.00	\$ 9,240.00
9	Monolithic Edge Curb	-219	LF	\$ 12.00	\$ (2,628.00)
10	Combined Curb and Gutter	535	LF	\$ 15.00	\$ 8,025.00
11	Combined Curb and Gutter (Dry)	232	LF	\$ 25.00	\$ 5,800.00
12	Median Curb	1,232	LF	\$ 17.00	\$ 20,944.00
13	Sidewalk Ramp	2	EACH	\$ 1,250.00	\$ 2,500.00
14	Unclassified Excavation	421	CY	\$ 15.00	\$ 6,315.00
15	Storm Sewer Structures	9	EACH	\$ 7,000.00	\$ 63,000.00
16	Storm Sewer Pipe	350	LF	\$ 110.00	\$ 38,500.00
17	Waterline Relocation	1	EACH	\$ 120,000.00	\$ 120,000.00
18	Landscaping	1	LS	\$ 27,500.00	\$ 27,500.00
19	Earthwork	500	CY	\$ 30.00	\$ 15,000.00
20	Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00
21	Pavement Marking and Signing	1	LS	\$ 1,500.00	\$ 1,500.00
22	Traffic Control	1	LS	\$ 25,000.00	\$ 25,000.00
23	Temporary and Permanent Project Seeding	1	LS	\$ 5,000.00	\$ 5,000.00
24	Construction Staking	1	LS	\$ 12,500.00	\$ 12,500.00
25	Site Clearing and Restoration	1	LS	\$ 10,000.00	\$ 10,000.00
SUBTOTAL CONSTRUCTION				\$	491,129.00
CONTINGENCIES				15.0%	\$ 73,669.35
TOTAL CONSTRUCTION				\$	564,798.35



NEW BUSINESS
RECOMMENDED ACTION

B. SENECA STREET TRAFFIC ANALYSIS:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends Council accept traffic analysis and approve recommendation of a roundabout at Seneca and Tanner Trail.

NEW BUSINESS

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

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

- Resolution 769-24
- Signature Card

RESOLUTION 769-24

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this 5th day of December 2024 and **signed** by the Mayor.

Mayor

Attested

City Clerk

Account Agreement

September 5, 2024 Date: 10/24/2024

Institution Name & Address

LEGACY BANK
3711 N RIDGE RD
WICHITA, KS 67205

Internal Use

Account Title & Address

CITY OF VALLEY CENTER

Owner/Signer Information 1

Name: DESIRAE MONIQUE WOMACK

Relationship: Corp Officer

Address: [REDACTED]

Mailing Address (if different): [REDACTED]

Gov't Issued Photo ID (type, number, state, issue date, exp. date): [REDACTED]

Other ID (description, details): [REDACTED]

Employer: [REDACTED]

Previous Financial Inst.: [REDACTED]

E-Mail: [REDACTED]

Work Phone: [REDACTED]

Home Phone: [REDACTED]

Birth Date: [REDACTED]

Ownership of Account

The specified ownership will remain the same for all accounts.

- Individual
- Joint with Survivorship (not as tenants in common)
- Joint with No Survivorship (as tenants in common)
- Sole Proprietorship or Single Member LLC Partnership
- LLC-enter tax classification (C Corp S Corp Partnership)
- C Corporation S Corporation _____
- Trust-Separate Agreement Dated: _____
- Public Funds

Beneficiary Designation

(Check appropriate ownership above.)

- Revocable Trust Pay-On-Death (POD)
- _____

Beneficiary Name(s), Address(es), and SSN(s)

(Check appropriate beneficiary designation above.)

PO BOX 188
VALLEY CENTER, KS 67147

Enter Non-Individual Owner Information on page 2. There is additional Owner/Signer Information space on page 2.

If checked, this is a temporary account agreement.

Number of signatures required for withdrawal: 1 _____.

Signature(s)

The undersigned authorize the financial institution to investigate credit and employment history and obtain reports from consumer reporting agency(ies) on them as individuals. Except as otherwise provided by law or other documents, each of the undersigned is authorized to make withdrawals from the account(s), provided the required number of signatures indicated above is satisfied. The undersigned personally and as, or on behalf of, the account owner(s) agree to the terms of, and acknowledge receipt of copy(ies) of, this document and the following:

- Terms & Conditions Truth in Savings Funds Availability
- Electronic Fund Transfers Privacy Substitute Checks
- Common Features _____
- Authorized Signer (See Owner/Signer Information for Authorized Signer designation(s).)

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

(1): [REDACTED] DESIRAE MONIQUE WOMACK [REDACTED]

(2): [REDACTED] CHAD CLINT MILLER [REDACTED]

(3): [REDACTED] JAMES JET TRUMAN [REDACTED]

I.D. # _____ D.O.B. _____

(4): [REDACTED] BEN ANDERSON [REDACTED]

I.D. # _____ D.O.B. _____

Owner/Signer Information 2

Name	CHAD CLINT MILLER	
Relationship	Corp Officer	
Address	[REDACTED]	
Mailing Address (if different)	[REDACTED]	
Gov't Issued Photo ID (type, number, state, issue date, exp. date)	[REDACTED]	[REDACTED]
Other ID (description, details)	[REDACTED]	[REDACTED]
Employer	[REDACTED]	
Previous Financial Inst.	[REDACTED]	
E-Mail	[REDACTED]	
Work Phone	[REDACTED]	
Home Phone:	[REDACTED]	[REDACTED]
Birth Date:	[REDACTED]	[REDACTED]

Owner/Signer Information 3

Name	[REDACTED]	
Relationship	[REDACTED]	
Address	[REDACTED]	
Mailing Address (if different)	[REDACTED]	
Gov't Issued Photo ID (type, number, state, issue date, exp. date)	[REDACTED]	
Other ID (description, details)	[REDACTED]	
Employer	[REDACTED]	
Previous Financial Inst.	[REDACTED]	
E-Mail	[REDACTED]	
Work Phone	[REDACTED]	
Home Phone:	[REDACTED]	Mobile Phone: [REDACTED]
Birth Date:	[REDACTED]	SSN/TIN: [REDACTED]

Owner/Signer Information 4

Name	[REDACTED]	
Relationship	[REDACTED]	
Address	[REDACTED]	
Mailing Address (if different)	[REDACTED]	
Gov't Issued Photo ID (type, number, state, issue date, exp. date)	[REDACTED]	
Other ID (description, details)	[REDACTED]	
Employer	[REDACTED]	
Previous Financial Inst.	[REDACTED]	
E-Mail	[REDACTED]	
Work Phone	[REDACTED]	
Home Phone:	[REDACTED]	Mobile Phone: [REDACTED]
Birth Date:	[REDACTED]	SSN/TIN: [REDACTED]

Important Account Opening Information. Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

Non-Individual Owner Information

Call Agenda Page 30

Name	CITY OF VALLEY CENTER	
State/Country & Date of Organization	[REDACTED]	
Nature of Business	CITY	
Address	121 S MERIDIAN AVE, VALLEY CENTER, KS 67147	
Mailing Address (if different)	PO BOX 188, VALLEY CENTER, KS 67147	
Authorization/Resolution Date	[REDACTED]	
Previous Financial Inst.	[REDACTED]	
E-Mail	CMILLER@VALLEYCENTERKS.ORG Primary	
Phone	(316) 755-7310 107 Primary	
[REDACTED]	Mobile Phone:	[REDACTED]

Account Description	Account #	Initial Deposit/Source
Public Funds Money	[REDACTED]	\$ 2,500.00
Market	[REDACTED]	<input type="checkbox"/> Cash <input checked="" type="checkbox"/> Check [REDACTED]
	[REDACTED]	\$ [REDACTED] <input type="checkbox"/> Cash <input type="checkbox"/> Check [REDACTED]
	[REDACTED]	\$ [REDACTED] <input type="checkbox"/> Cash <input type="checkbox"/> Check [REDACTED]

Services Requested

ATM Debit/Check Cards (No. Requested: _____)
 _____ _____
 _____ _____

Backup Withholding Certifications

(If not a "U.S. Person", certify foreign status separately)

By signing signature field (1) on this document, I certify under penalties of perjury that the statements made in this section are true and that I am a U.S. citizen or other U.S. person (as defined in the instructions).

Taxpayer I.D. Number - TIN: [REDACTED]
 The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.

Backup Withholding. I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

Exempt Recipients. I am an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any) _____

FATCA Code. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Other Terms/Information

Marketing:

Entity Authorization

September 5, 2024 City Council Agenda Page 31

ENTITY CERTIFICATIONS. I, DESIRAE MONIQUE WOMACK

(*Authorization Signer's name*), certify that: I am a/the Corp Officer

(*Authorization Signer's title*) designated to act on behalf of CITY OF VALLEY CENTER

(*Authorizing Entity*). Authorizing Entity is a Public Funds

(*type of entity, like a "non-profit" corporation*) and its Taxpayer Identification Number [REDACTED]. I am authorized and directed to execute an original or a copy of this Authorization to Financial Institution, and anyone else requiring a copy. Authorizing Entity is duly organized, validly existing and in good standing under the laws of KANSAS and is duly qualified, validly existing and in good standing in all jurisdictions where Authorizing Entity operates or owns or leases property. Authorizing Entity has the power and authority to provide this Authorization, to confer the powers granted in this Authorization and to carry on Authorizing Entity's business and activities as now conducted. The designated Agents have the power and authority to exercise the actions specified in this Authorization and Authorizing Entity properly adopted these authorizations and appointed the Agents and me to act on its behalf. Authorizing Entity will notify Financial Institution before reorganizing, merging, consolidating, recapitalizing, dissolving or otherwise materially changing ownership, management or organizational form. Authorizing Entity will be fully liable for failing to notify Financial Institution of these material changes.

Authorizing Entity conducts business and other activities under the additional trade name or fictitious name of

and Authorizing Entity has the legal power and authority to use this trade name or fictitious name. Authorizing Entity will not use any trade name or fictitious name without Financial Institution's prior written consent and will preserve Authorizing Entity's existing name, trade names, fictitious names and franchises.

GENERAL AUTHORIZATIONS. I certify Authorizing Entity authorizes and agrees that: LEGACY BANK

(Financial Institution) is designated to provide Authorizing Entity the financial accommodations indicated in this Authorization, subject to the Financial Institution's rules and regulations from time to time. All prior transactions obligating Authorizing Entity to Financial Institution by or on behalf of Authorizing Entity are ratified by execution of this Authorization. Any Agent, while acting on behalf of Authorizing Entity, is authorized, subject to any expressed restrictions, to make all other arrangements with Financial Institution which are necessary for the effective exercise of the powers indicated within this Authorization. The signatures of the Agents are conclusive evidence of their authority to act on behalf of Authorizing Entity. Unless otherwise agreed to in writing, this Authorization replaces any earlier related Authorization and will remain effective until Financial Institution receives and records an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of this Authorization must be accompanied by documentation, satisfactory to Financial Institution, establishing the authority for the change. Authorizing Entity agrees not to combine proceeds from collateral securing any debts owed to Financial Institution with unrelated funds.

SPECIFIC AUTHORIZATIONS. The following persons (Agents) are authorized to act on behalf of Authorizing Entity in fulfilling the purposes of this Authorization:

Individual's Name, Title, & if applicable,
Representative Entity's Name and Relationship to Authorizing Entity

Signature or Facsimile Signature

DESIRAE MONIQUE WOMACK - Corp Officer

(a) CHAD CLINT MILLER - Corp Officer

(b) JAMES JET TRUMAN-CORP OFFICER

(c) BEN ANDERSON- CORP OFFICER

(d) _____

(e) _____

(f) _____

Authorizing Entity has adopted any facsimile signatures indicated above. Financial Institution may rely on those facsimile signatures that resemble the specimens within this Authorization or the specimens that Authorizing Entity periodically files with Financial Institution, regardless of by whom or by what means the signatures were affixed.

Authorizing Entity authorizes and directs the designated Agents to act, as indicated, on Authorizing Entity's behalf to:

(Indicate a, b, c, d, e and/or f to exercise each specific power):

a, b, c, d Open or close any share or deposit accounts in Authorizing Entity's name, including, without limitation, accounts such as share draft, checking, savings, certificates of deposit or term share accounts, escrow, demand deposit, reserve, and overdraft line-of-credit accounts. Number of signatures required 1

a, b, c, d Enter into and execute any preauthorized electronic transfer agreements for automatic withdrawals, deposits or transfers initiated through an electronic ATM or point-of-sale terminal, telephone, computer or magnetic tape using an access device like an ATM or debit card, a code or other similar means. Number of signatures required 1

a, b, c, d

Enter into and execute commercial wire transfer agreements that authorizes transfers by telephone or other communication systems through the network chosen by Financial Institution. Number of signatures required 1

a, b, c, d

Endorse for cash, deposit, negotiation, collection or discount by Financial Institution any and all deposit checks, drafts, certificates of deposit and other instruments and orders for the payment of money owned or held by Trust. Number of signatures required 1

a, b, c, d

Sign checks or orders for the payment of money, withdraw or transfer funds on deposit with you. If Authorizing Entity authorizes and Financial Institution accepts this power with a multiple signature limitation, Authorizing Entity agrees to waive the multiple signatures requirement for any withdrawal in a format that does not allow Financial Institution an opportunity to examine signatures. Number of signatures required 1

a, b, c, d

Enter into and execute a written night depository agreement, a lock-box agreement or a safe deposit box lease agreement. Number of signatures required 1

Borrow money or obtain other credit or financial accommodation from Financial Institution on behalf of and in the name of Authorizing Entity on the terms agreed to with Financial Institution. The designated Agents may execute and endorse promissory notes, acceptances or other evidences of indebtedness. If checked, the maximum outstanding credit limit for all available credit and financial accommodation to Authorizing Entity from Financial Institution must not exceed \$. Number of signatures required

Grant a security interest, lien or other encumbrance to Financial Institution in any or all real or personal property that Authorizing Entity now owns or may acquire in the future for the payment or performance of:

Specific Debts. The debts, liabilities and obligations, and their renewals, extensions, refinancing and modifications, evidenced by (describe):

All Debts. All debts, liabilities and obligations of every type and description owed now or in the future by Authorizing Entity to Financial Institution.

Number of signatures required

Receive and acknowledge receipt for funds, whether payable to the order of Authorizing Entity or an Agent, without additional certification as to the use of the proceeds. Number of signatures required

Guaranty the payment and performance of debts, liabilities and obligations owed to Financial Institution or its successors and assigns by (Borrower):

Specific Debts. The debts, liabilities and obligations, and their renewals, extensions, refinancing and modifications, evidenced by (describe):

All Debts. All debts, liabilities and obligations, and their renewals, extensions, refinancing and modifications, that Borrower owes now or in the future to Financial Institution, to the extent allowed by law.

Number of Signatures required

Grant a Security Interest. The designated Agents may also grant a security interest, lien or other encumbrance to Financial Institution in any or all real or personal property that Authorizing Entity now owns or may acquire in the future for the payment or performance of this guaranty. Number of signatures required

Periodically amend, restructure, renew, extend, modify, substitute or terminate any agreements or arrangements with Financial Institution that relate to this Authorization. Number of signatures required

Execute other agreements that Financial Institution may require, and perform or cause to be performed any further action necessary to carry out the purposes of this Authorization. Number of signatures required

Other (specify)

Number of signatures required

INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Authorization.

SIGNATURES. By signing, I certify and agree to the terms contained in this Authorization on behalf of Authorizing Entity on

10/24/2024

I also acknowledge receipt of a copy of this Authorization.

AUTHORIZATION'S SIGNERS:

By:

10/24/2024

By:

10/24/2024

Name

DESIRAE MONIQUE WOMACK

Date

Attest: Name

CHAD CLINT MILLER

Date

FOR FINANCIAL INSTITUTION USE ONLY

Acct/Loan # XXXXXXXXXX Authorization and agreement completed and effective 10/24/2024 for the Financial Institution.
By Megan Messick

CDARS Deposit Placement Agreement

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

Legacy Bank

This Agreement states the terms and conditions on which we will endeavor to place deposits for you at other financial institutions through CDARS®, the Certificate of Deposit Account Registry Service® of IntraFi Network LLC ("IntraFi").

1. Deposit Placement

1.1. CDARS

(a) **Schedule 1** describes times and contacts for the placement of deposits through CDARS. **Schedule 2** includes a description of the placement feature that we will use.

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

(c) Subject to the terms and conditions of this Agreement, when we place deposits in a certificate of deposit that a Destination Institution issues for your funds through CDARS ("CD"), the amount of our outstanding placements for you at the Destination Institution through CDARS and through ICS®, the IntraFi Cash ServiceSM, will not exceed \$250,000.

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

1.2. CDs

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

(b) You may not add to or amend a CD, and no secondary market for the CDs exists. Unless an exception applies, you will incur a substantial early

withdrawal penalty if you withdraw funds from a CD before maturity.

2. Your Relationship With Us

2.1. Agency and Custodial Relationship

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

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

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

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

2.2. Termination of Custodial Relationship

(a) Either you or we may terminate the custodial relationship between you and us at any time. You may not transfer the CDs to another custodian, but you may dismiss us as your custodian for a CD and request that it be recorded on the records of the Destination Institution in your name.

(b) We will endeavor to cause any request from you pursuant to Section 2.2(a) to be promptly forwarded to the Destination Institution. Each Destination Institution has agreed that it will promptly fulfill any such

request, subject to its customer identification policies and other account opening terms and conditions.

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

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

3. Custodial Account and Interest Rate

3.1. Custodial Account

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

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

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

3.2. Interest Rate

(a) The interest rate for the CDs at the Destination Institutions at which we place your deposits will be the interest rate to which you and we have agreed for the CDs ("Interest Rate"), with daily compounding.

(b) Interest payment frequency may vary depending on the term of the CD. In all cases an interest payment will occur at maturity, and if the CD term is greater than 52 weeks, an interest payment will also occur at each year-end during the term. Contact us to

learn the available interest rate frequencies for a particular CD term. We may give you the option to choose disbursement of interest payments to you by one or more of check, transfer, or credit to principal.

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

4. Placement Procedures

4.1. CDARS Placement Requests

(a) You may initiate the placement of your funds through CDARS by submitting to us a request for such placement ("CDARS Placement Request"). If we accept the CDARS Placement Request, we will submit to IntraFi a corresponding order for placement of funds through CDARS ("CDARS Order").

(b) IntraFi will designate a day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close ("Business Day") as a Business Day for which we may submit a CDARS Order ("CDARS Order Date").

(c) When you submit a CDARS Placement Request, we will inform you on request of (i) available CDARS Order Dates, (ii) the CD maturity and payment terms available on CDARS Order Dates, (iii) the penalties that will be imposed for early withdrawal, and (iv) any limits with respect to placing funds.

(d) You may obtain information about the terms and conditions of CDs available through CDARS on a CDARS Order Date at www.CDARS.com/products or a successor website address.

(e) For processing of a CDARS Placement Request on a CDARS Order Date, unless you and we have agreed in writing to other arrangements, you must (i) submit the CDARS Placement Request by the time for submitting such a request set forth in Schedule 1 ("CDARS Placement Request Time") and (ii) have on deposit in an account with us sufficient immediately available funds, which under applicable law are irreversible and are not subject to any lien, claim, or encumbrance, by the funding time set forth in Schedule 1 ("CDARS Funding Time"). You authorize us to place a hold on such funds until after the requested CD placement occurs.

4.2. Depositor Control

(a) You may obtain a list of Destination Institutions from a contact person identified in Schedule 1 or to whom we refer you if a person identified in Schedule 1 is not available ("CDARS Allocation Contact").

(b) You may exclude Destination Institutions from eligibility to receive your funds as set forth in Section 4.3, and you may reject Destination Institutions at which your funds are proposed to be placed as set forth in Section 4.4. You approve the placement of your funds at Destination Institutions that you do not exclude or reject. You may not direct us to place funds at a particular Destination Institution or specify the amount to be placed at a particular Destination Institution.

4.3. Destination Institution Exclusions

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

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

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

(d) You may add to or subtract from your Exclusions List by giving us notice in a manner we specify. If you add an exclusion in this manner, the new exclusion will be effective within one Business Day after the first Business Day on which we have received the notice from you.

4.4. Review and Approval of Proposed Placements

(a) After the deadline for submitting CDARS Orders for a CDARS Order Date, IntraFi will prepare a proposed allocation of your funds to Destination Institutions through CD ("CDARS Proposed Allocation").

(b) You may obtain the CDARS Proposed Allocation from us at or after the notification time set forth in Schedule 1 ("CDARS Allocation Notification Time") up to the response time set forth in Schedule 1 ("CDARS Allocation Response Time").

(c) To reject any one or more of the Destination Institutions identified in the CDARS Proposed Allocation, you must inform a CDARS Allocation Contact

of the rejection by the CDARS Allocation Response Time. If you reject a Destination Institution by the CDARS Allocation Response Time, we will add the rejected Destination Institution to your Exclusions List.

(d) Subject to the other provisions of this Agreement, including those concerning limits on placements, your funds will be placed at Destination Institutions identified in a CDARS Proposed Allocation that you do not reject by the CDARS Allocation Response Time.

(e) If you reject one or more of the Destination Institutions by the CDARS Allocation Response Time, or if one or more of them becomes unavailable for placement for any reason, a result may be that only a portion of your funds, or none of your funds, will be placed at Destination Institutions. We will inform you of the amount of your funds that will not be placed, and you may request that we submit a CDARS Order for your unplaced funds on another CDARS Order Date. We do not guarantee that funds you submit for placement will be placed at Destination Institutions, in whole or in part.

4.5. Issuance; Confirmation and Statements

(a) On the date for settlement of CD placements for a CDARS Order Date ("CDARS Settlement Date"), which is ordinarily the first Business Day after the CDARS Order Date, each Destination Institution at which your funds are being placed will issue a CD through BNY Mellon acting as its issuing agent. The issued CDs will be uncertified time deposits, evidenced by book entry as set forth in Section 2.1(b) and not by an instrument.

(b) You will receive from us a written confirmation of the issuance of the CDs and periodic account statements that will reflect your ownership of the funds. The confirmation of CD issuance and the periodic account statements will be the only evidence that you will receive of your ownership of the funds. You should retain the confirmation and the account statements.

5. Maturity, Resubmission, and Early Withdrawal

5.1. Maturity and Resubmission

(a) The CDs will mature on the maturity date shown on the confirmation of CD issuance. At maturity, the principal amount of each CD, plus any unpaid accrued interest, will be paid to you. The CDs will not automatically renew or roll over, and interest will not continue to accrue after the maturity date.



(b) If you wish to resubmit the proceeds of maturing CDs to be placed again through CDARS, you must contact us and submit, in advance of maturity, a request to resubmit funds for placement through CDARS ("CDARS Resubmission Request") or take advantage of the preauthorized resubmission process described in Section 5.1(c).

(c) When you submit a CDARS Placement Request, you may enter into a written agreement with us that preauthorizes the resubmission at maturity of the proceeds of maturing CDs for placement through CDARS ("CDARS Resubmission Agreement").

5.2. Early Withdrawals

(a) You may withdraw a CD before maturity, subject to a substantial early withdrawal penalty. A penalty applies to any early withdrawal, except that a penalty will not be charged for early withdrawal on the death of an individual who is the sole owner or a joint owner of the funds or the sole current mandatory or discretionary income beneficiary of a trust, including the sole current beneficiary of a unitrust or annuity trust. Written verification acceptable to the Destination Institution that issued the CD may be required to invoke the exception.

(b) For a CD with a term of 4 or 13 weeks, the early withdrawal penalty is equal to 28 or 90 days, respectively, of simple interest calculated at the Interest Rate. The penalty for early withdrawal of such a CD is equivalent to substantially all the interest that would have been earned over the full term and will invade principal. For a CD with a term of 26 weeks or longer, the early withdrawal penalty is equal to simple interest calculated at the Interest Rate for approximately one-half the number of days in the full term. The penalty for early withdrawal of such a CD is equivalent to approximately one-half of the interest that would have been earned over the full term and may invade principal. The schedule of early withdrawal penalties may be viewed at www.CDARS.com/products or a successor website address.

(c) Pursuant to the Internal Revenue Code of 1986, as amended, the beneficiary of an Individual Retirement Account ("IRA") (but not a Roth IRA) may incur a tax penalty if the beneficiary does not begin making withdrawals from the IRA after age 72. A CD held in an IRA is not exempt from early withdrawal penalty merely because the beneficiary must withdraw the CD to avoid a tax penalty.

(d) Early withdrawal of a CD may be made only in whole, not in part. You may request early withdrawal by

contacting us, at which time you may specify the one or more of the CDs for which you request early withdrawal. If you choose not to specify one or more of the CDs to withdraw, early withdrawals will be made using an automated process that generates random selections based on amount.

(e) Early withdrawal proceeds ordinarily will be available to you within two Business Days after we receive your early withdrawal request. Early withdrawal proceeds will not be available, however, until they are paid to us by the Destination Institution that issued the CD being withdrawn. Neither we nor any other person or entity will be obligated to advance funds to you for early withdrawal of a CD.

6. Placement Feature

6.1. Reciprocal and One-Way

(a) If we are an FDIC-insured depository institution, we are eligible to use a feature of CDARS in which, when we place deposits, we receive matching deposits placed by other participating institutions in CDARS and may pay a fee to IntraFi ("Reciprocal Feature").

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

(c) Section 1 of Schedule 2 provides (i) that we may use either the Reciprocal Feature or the One-Way Feature, (ii) that we will use only the Reciprocal Feature, or (iii) that we will use only the One-Way Feature.

6.2. Placement Feature and Rate

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

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

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

6.3. Placement Requirements

- (a) Under the laws of some states, governmental units may submit deposits for placement through a deposit placement network only if the placing institution is located in the state and receives matching deposits of an equal maturity, if any, and an equal amount.
- (b) If you are a state governmental unit, or if you are otherwise subject to restrictions on the placement of deposits for you, you are responsible for determining whether deposit placement in accordance with this Agreement satisfies any applicable restrictions.

7. FDIC Insurance Considerations

7.1. Deposit Insurance Coverage

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

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

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

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

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

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

7.2. Responsibility to Monitor Deposits; Available Information

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

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

7.3. Uninsured Deposits

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

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

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

(iii) If we are not an FDIC-insured depository institution or the deposit is not in a deposit account with us that is eligible for FDIC insurance coverage, it will not be FDIC-insured. If we are not an NCUA-



insured credit union or the deposit is not in a deposit account with us that is eligible for NCUA insurance coverage, it will not be NCUA-insured.

(b) If you cannot accept the risk of having a deposit with us that is not fully insured, you will be responsible for making arrangements with us, if we offer them, to have the deposits collateralized, protected by a properly-executed repurchase sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a collateralization arrangement is consistent with applicable law.

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

7.4. Deposit Insurance Payments

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

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

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

(d) If the FDIC transfers the deposits of a closed Destination Institution to another insured depository

institution, the acquiring institution may assume a CD under its original terms or offer you a choice between receiving early payment of the CD without penalty or maintaining the CD at a different rate. If you choose to accept a new interest rate on the CD, you must terminate your custodial relationship with us with respect to the CD and have it titled on the records of the acquiring institution in your own name. Thereafter, you will have no relationship with us with respect to the CD and will receive any further payments on the CD directly from the acquiring institution.

8. Additional Considerations

8.1. Compare Rates

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

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

8.2. Allocation Considerations

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

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

8.3. Mutual Institution Rights

(a) Your funds may be placed in a CD at a Destination Institution that is in the mutual form of organization. Such a CD will be recorded on the records of the mutual institution in the name of the sub-custodian and not in your name. The sub-custodian will not attend or vote at any meeting of the depositor members of a

mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own behalf or on your behalf.

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

9. Other Provisions

9.1. Release and Use of Identifying Information

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

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

(c) Except as provided in Section 9.1(a) or Section 9.1(b), we will not provide Identifying Information to any party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of IntraFi or BNY Mellon.

(d) IntraFi may use and disclose any and all analyses, comparisons, indexes, or other data or information assembled, compiled, or otherwise developed by IntraFi, including information regarding

aggregated activity of CDARS depositors, as long as it does not individually identify you.

9.2. Tax Reporting and Withholding

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

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

9.3. Liability and Dispute Resolution

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

(b) If all or part of your funds in a CD at a Destination Institution are uninsured because of our failure to comply with the requirements set forth in Section 9.3(a), and if the Destination Institution fails and you do not otherwise recover the uninsured portion, we will reimburse you for your documented loss of the uninsured portion that you do not otherwise recover.

(c) SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN SECTION 9.3(b), AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND IN NO EVENT WILL INTRAFI OR BNY MELLON BE LIABLE, TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGE INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, INTRAFI, AND BNY MELLON WILL NOT HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR: (i) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR



DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (ii) DELAY IN ANY FDIC INSURANCE PAYMENT, (iii) THE FINANCIAL CONDITION OF ANY DESTINATION INSTITUTION OR THE ACCURACY OF ANY FINANCIAL INFORMATION ABOUT ANY DESTINATION INSTITUTION, OR (iv) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

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

9.4. Miscellaneous

(a) This Agreement constitutes the entire agreement between you and us relating to the placement of deposits through CDARS and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, whether written or oral, relating to any matter herein, and may not be amended by any oral representation or oral agreement. This Section 9.4(a) will not affect the validity of any resubmission agreements or addenda into which we have entered with you.

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

(c) Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited at the time of termination. In addition, the provisions of this Section 9.4 will survive termination.

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

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

(f) This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement may be executed in counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement will be valid, binding, and enforceable against you and us when executed by one of the following means that we accept: (i) an original manual signature, (ii) a DocuSign® eSignature or another electronic signature that we accept, or (iii) a faxed, scanned (including in a Portable Document Format or PDF document), or photocopied signature that we accept. Each DocuSign® eSignature, other electronic signature, or faxed, scanned, or photocopied signature that we accept shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original signature, and you and we waive any objection to the contrary.

The remainder of this page is intentionally left blank.



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

RELATIONSHIP INSTITUTION

Institution: Legacy Bank

Signature: _____

Name and title of authorized signatory:

Lisa Hopkin

Assistant Vice President - Finance

Date signed: _____

SOLE OR PRIMARY DEPOSITOR

Depositor: City of Valley Center

Signature: _____

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

Chad C. Miller

Finance Director

Depositor TIN or approved alternate identifier (and type):

Email: cmiller@valleycenterks.org

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: Desirae Womack - Treasurer

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: dwomack@valleycenterks.org

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: James Jet Truman - Mayor

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: Jtruman@valleycenterks.org

Date signed: _____

(Add signature lines as needed.)

Schedule 1 to CDARS Deposit Placement Agreement

Times and Contacts

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

1. CDARS Placement Request Time

Except as we otherwise inform you, the CDARS Placement Request Time for a CDARS Order Date is as follows:

<input type="text" value="09:00"/> (insert time)	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> Eastern <input checked="" type="checkbox"/> Central <input type="checkbox"/> Mountain <input type="checkbox"/> Pacific
		(check AM or PM) (check time zone)

Daylight Saving Time applies when nationally in effect unless checked here

<input checked="" type="checkbox"/> on the CDARS Order Date	<input type="checkbox"/> on the Business Day before the CDARS Order Date	<input type="checkbox"/> on (other): <input type="text" value=" "/>
		(check one)

2. CDARS Funding Time

Except as we otherwise inform you, the CDARS Funding Time for a CDARS Order Date is as follows:

<input checked="" type="checkbox"/> the CDARS Placement Request Time	<input type="checkbox"/> other: <input type="text" value=" "/>
	(check one)

3. CDARS Allocation Contacts

Except as we otherwise inform you, CDARS Allocation Contacts are as follows:

Name/Title	Telephone Number
Lisa Hopkin	316-260-3711

4. CDARS Allocation Notification Time and CDARS Allocation Response Time

Except as we otherwise inform you or as otherwise stated at www.CDARS.com/products or a successor website location, the CDARS Allocation Notification Time and the CDARS Allocation Response Time are as follows:

- (a) The CDARS Allocation Notification Time for a CDARS Order Date is 3:00 PM Eastern time on the CDARS Order Date.
- (b) The CDARS Allocation Response Time for a CDARS Order Date is 4:00 PM Eastern time on the CDARS Order Date.

Schedule 2 to CDARS Deposit Placement Agreement

Placement Feature and Exclusions

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

1. Placement Feature

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

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

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

(Check one above.)

2. Exclusions

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

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

(c) Exclusions List:

Name of Depository Institution	City and State	FDIC Certificate or Routing Number
Fidelity Bank	Wichita, KS	301171353
INTRUST Bank NA	Wichita, KS	101100029
Emprise Bank	Wichita, KS	101100579

(Add lines if necessary.)

Signature of sole or primary Depositor

Custodial Agreement

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

Legacy Bank

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

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

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

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

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

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

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

Name	Title or Legal Capacity
Desirae Womack	Treasurer
James Jet Truman	Mayor
Ben Anderson	Council President

(Add lines if necessary.)

The remainder of this page is intentionally left blank.

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

RELATIONSHIP INSTITUTION

Institution: Legacy Bank

Signature: _____

Name and title of authorized signatory:

Lisa HopkinAssistant Vice President - Finance

Date signed: _____

SOLE OR PRIMARY DEPOSITOR

Depositor: City of Valley Center

Signature: _____

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

Chad C. MillerFinance Director

Depositor TIN or approved alternate identifier (and type):

Email: cmiller@valleycenterks.org

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: Desirae Womack - Treasurer

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: dwomack@valleycenterks.org

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: James Truman - Mayor

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: jtruman@valleycenterks.org

Date signed: _____

(Add signature lines as needed.)

ICS Deposit Placement Agreement

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

Legacy Bank

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

1. Deposit Placement

1.1. Agreement and Schedules

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

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

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

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

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

1.2. Deposit Accounts

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

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

2. Your Relationship With Us

2.1. Agency and Custodial Relationship

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

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

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

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

2.2. Termination of Custodial Relationship

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

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

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

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

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

3. Custodial Account and Interest Rate

3.1. Custodial Account

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

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

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

3.2. Interest Rate

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

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

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

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

4. Placement Procedures

4.1. Account Type, ICS Settlement, and Statements

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

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

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

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



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

4.2. Triggering Events

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

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

4.3. Program Deposits

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

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

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

4.4. Program Withdrawals

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

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

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

4.5. Withdrawal Advances; Security Interest

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

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

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

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

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

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



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

4.6. Account Type and Withdrawal Limit, If Any

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

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

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

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

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

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

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

5. Placement Feature

5.1. Reciprocal and One-Way

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

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

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

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

5.2. Placement Feature and Rate

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

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

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

5.3. Placement Requirements

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

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

6. Daily Allocation and Depositor Control

6.1. Daily Allocation; Review and Consent

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

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

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

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

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

6.2. Destination Institution Exclusions

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

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

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

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

6.3. Depositor Control Panel

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

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

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

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

6.4. Depositor Placement Review

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

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

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

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

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

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

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

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

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

7. FDIC Insurance Considerations

7.1. Deposit Insurance Coverage

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

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

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

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

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

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

The FDIC could also require you to provide additional documentation.

7.2. Responsibility to Monitor Deposits; Available Information

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

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

7.3. Uninsured Deposits

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

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

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

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

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

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

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

7.4. Deposit Insurance Payments

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

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

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

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



8. Additional Considerations

8.1. Compare Rates

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

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

8.2. Allocation Considerations

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

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

8.3. Mutual Institution Rights

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

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

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

9. Conforming Changes

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

10. Other Provisions

10.1. Release and Use of Identifying Information

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

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

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

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

10.2. Tax Reporting and Withholding

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

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

10.3. Liability and Dispute Resolution

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

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

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

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

10.4. Miscellaneous

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

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

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

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

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

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



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

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

The remainder of this page is intentionally left blank.



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

RELATIONSHIP INSTITUTION

Institution: Legacy Bank

Signature: _____

Name and title of authorized signatory:

Lisa Hopkin

Assistant Vice President - Finance

Date signed: _____

SOLE OR PRIMARY DEPOSITOR

Depositor: City of Valley Center

Signature: _____

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

Chad C. Miller

Finance Director

Depositor TIN or approved alternate identifier (and type):

Email: cmiller@valleycenterks.org

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: Desirae Womack - Treasurer

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: dwomack@valleycenterks.org

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: James Jet Truman - Mayor

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: jtruman@valleycenterks.org

Date signed: _____

(Add signature lines as needed.)

Schedule 1 to ICS Deposit Placement Agreement

Program Deposits and Program Withdrawals

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

1. Specified Terms

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

Target Balance	Minimum Sweep Amount	Minimum Return Amount
\$0	\$0	\$0

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

Target Balance	Minimum Sweep Amount	Minimum Return Amount
\$0	\$0	\$0

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

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

Daylight Saving Time applies when nationally in effect unless checked here

2. Program Deposits

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

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

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

3. Program Withdrawals

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

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



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

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

Schedule 2 to ICS Deposit Placement Agreement

Account Type, Placement Feature, and Exclusions

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

1. Account Type

We will place deposits for you in DDAs.

We will place deposits for you in MMDAs.

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

(Check one above.)

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

No per-month MMDA Program Withdrawal limit applies.

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

2. Placement Feature

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

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

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

(Check one above.)

3. Exclusions

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

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



(c) Exclusions List:

Name of Depository Institution	City and State	FDIC Certificate or Routing Number
Fidelity Bank	Wichita, KS	301171353
INTRUST Bank NA	Wichita, KS	101100029
Emprise Bank	Wichita, KS	101100579

(Add lines if necessary.)

 Signature of sole or primary Depositor

NEW BUSINESS
RECOMMENDED ACTION

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

Should Council choose to proceed,

RECOMMENDED ACTION

Staff recommends motion to adopt Resolution 769-24, expanding the investment option with Legacy Bank for the City of Valley Center with an IntraFi account.

And

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

NEW BUSINESS

D. APPROVAL OF CONTRACT FOR FINANCIAL AUDIT:

Council approved RFP for financial audit services at the September 17, 2024 Council Meeting. Three accounting firms submitted proposals. Finance Director Miller will present the proposals and recommend council award a 5-year audit contract to Gordon CPAs.

- Bid Memo



November 5, 2024

To: Mayor Truman & Members of Council
From: Clint Miller, Finance Director
Subject: 2024-2028 RFP for Audit Services

BACKGROUND

We had three accounting firms submit proposals. They are:

1. Loyd Group – Galva, KS.

- a. Staff of 9
- b. Clients: Winfield, McPherson, Nickerson, Haven, Kingman and Inman.
- c. Price per year: \$22,500. Total 5 Year Price: \$112,500
- d. Single Audit: \$7,500 per. (Currently not applicable to Valley Center)

2. BT & Co – Topeka and Wichita offices

- a. Staff of 53 including 21 CPA's.
- b. Clients: Andover, Gladstone, Mission, Topeka, Manhattan, Newton and more.
- c. Price per year: \$21000-\$24000 per year. Total 5 Year Price: \$112,500
- d. Single Audit: \$4,500 per.

3. Gordon CPA – Lawrence, KS.

- a. Staff of 7.
- b. Specializes in audits.
- c. This is the audit firm Valley Center has used the past 5 years.
- d. Clients: 50+ cities, counties and school districts.
- e. Price per year: \$17,000 to \$19,885. Average of \$18,563. Total 5 Year Price: \$92,815
- f. Single Audit: \$3,000 per.

FINANCIAL CONSIDERATION

Two proposals had the identical price of \$112,500. The final proposal totaled \$92,815.

RECOMMENDATION

The audit committee recommends awarding the 5-year audit contract to Gordon CPA.

NEW BUSINESS
RECOMMENDED ACTION

D. APPROVAL OF CONTRACT FOR FINANCIAL AUDIT:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends approval of 5-year contract with Gordon CPA in the amount of \$92,815.00 and authorize Mayor to sign.

NEW BUSINESS

E. APPROVAL OF RFP – BANKING SERVICES:

Finance Director Miller will present the RFP (request for proposals) for Banking Services. Interested financial institutions are invited to submit proposals for consideration by December 5, 2024. Proposals and recommendation will be presented to City Council at the December 17th City Council Meeting.

- RFP Banking Services



REQUEST FOR PROPOSALS FOR Banking Services

The City of Valley Center is seeking proposals from banking institutions to handle the city's banking services. Interested parties should submit three (3) hard copies of a proposal in a sealed envelope to the Director of Finance's office at the Valley Center City Hall, P.O. Box 188, Valley Center, KS 67147.

RESPONSES MUST BE RECEIVED BY THURSDAY, DECEMBER 5, 2024, at 4:30 P.M. CDT

Questions regarding this RFP should be directed to:

Clint Miller
Director of Finance
P.O. Box 188
Valley Center, KS 67147
cmiller@valleycenterks.org
(316) 519-7677 (cell)
(316) 755-7310 ext.107 (office)

I. Introduction

The City of Valley Center invites proposals from qualified financial institutions to provide banking services. The goal is to secure a banking partner that offers cost-effective, secure, and efficient solutions for the municipality's financial operations, including checking accounts, P cards, ACH, Positive Pay, wire transfers and other banking services.

II. Scope of Services

The selected financial institution will be expected to provide the following services:

Checking Accounts

Valley Center will need 3-5 total accounts created. The first account will maintain a balance of approximately \$5 million dollars. We will also create at least 2 additional clearing accounts. All checks and ACHs will be written out of those clearing accounts with funds transferred from the main account. Additional accounts will be added as needed.

Credit Card Services

Valley Center offers certain employees "P Cards" to charge business expenses. Valley Center will also need reporting tools available to track P card spending daily.

ACH (Automated Clearing House) Services

There are numerous ACH transactions in Valley Center accounts per month. Valley Center uses ACH transactions for outgoing bill payments, utility payments and employee payroll. Valley Center also has approximately 600 transactions per month that arrive back at our accounts from residents for utility payments and tax payments. Other ACH's include social security, Medicare, grant/loan reimbursement, credit card fees and daily credit card batch credits.

Wire Transfers

Wire transfers are very infrequent at Valley Center totaling only a few a year.

Online Banking and Reporting

Valley Center will need a full assortment of online banking and reporting tools. Some of the features needed include monthly statements, historical statements, fund transfers, bill payments, mobile deposits, card management and account alerts and notifications.

Merchant Services

Valley Center currently processes with an outside vendor tied to our accounting system Tyler Technologies. We are open to exploring merchant services options if they were fully compatible with that system or any other accounting system Valley Center were to utilize in the future.

Fraud Prevention Services

Valley Center will require the latest fraud prevention services available to the marketplace. This will include Positive Pay, immediate notifications of unusual activity, ACH blocks and filters, data encryption, multi-layered security and indemnity verification.

Investment Services (Optional)

Valley Center has many millions of dollars in reserve accounts that it invests in T-Bills, CDs, IntraFI and other investments of a two-year time frame or less. These investments might or might not be held at the same bank that holds our checking and clearing accounts. Valley Center will be under no obligation to invest reserve accounts with the winning bidder of this RFP. However, Valley Center would encourage banks with investment divisions to reach out to us to discuss possible additional synergies with the investments of the City's reserve funds.

Pledging Securities or Other Collateral

Valley Center requires all funds held at the bank to be fully insured and protected from loss. The bank is required to pledge securities or collateral to cover all city funds held at the bank in all accounts.

III. Proposal Submission Requirements

Interested institutions should submit proposals with the following details:

Experience

Please provide a detailed description of your banks experience with handling the accounts of other cities or municipalities.

Resource Personnel

The bank shall identify personnel in its operations department who are available to answer questions pertaining to transactions which require more detailed explanation or problem resolution.

New Accounts

If the City develops a need for additional accounts or services during the life of the depository agreement, those new accounts or services shall be provided with the same conditions that apply to existing accounts. If the Federal Reserve, Depository Institutions, Deregulation Committee or other regulatory bodies provide for the establishment of new accounts or other regulations which are favorable to the City, the bank shall make those new services available to the City.

Access to Records and Cooperation

The bank shall, upon authorization from the City Clerk, allow reasonable access to bank records by the City's independent auditors, and where state or federal assistance is involved, to state and federal auditors, to examine records relating to the use of City funds. The bank shall also cooperate in any prosecution for identity theft, misuse of checks, and misappropriation of funds.

Locations

Per the guidelines outlined in K.S.A. 9-1401, the banking institution must have one or more bank branches in Sedgwick County.

City Rights

The City reserves the right to reject any or all proposals, to waive any non-material irregularities or informalities in any RFP, and to accept or reject any item or combination of items.

Pricing Proposal

Please list the interest rate that will be provided for funds held at the banking institution. Valley Center prefers this interest rate be tied to the 90-Day Treasury Bill and updated and adjusted monthly. Please also list fees for all additional services (ACH, check clearing, monthly maintenance, wire transfers, stop payment, debit transaction, credit transaction, internet banking etc.) your bank might provide to our account(s).

IV. Term

The selected institution shall be designated as the City's depository for a minimum three-year term commencing no later than February 1, 2025.

Cancellation of Contract

The designated depository shall provide the City at least ninety (90) days prior written notice of its intent to terminate any agreement. Should selected institution be sold to another bank and the same or better services cannot be provided to the City by purchasing bank, the City has the right to resubmit banking proposals within ninety (90) days.

V. Timeline

November 5, 2024 - Council approves RFP to go to market

November 6, 2024 - RFP Process Opens

December 5, 2024, at 4:30PM Central Time – RFP Process Closes

December 6, 2024, to December 13, 2024 – Proposals are reviewed

December 17, 2024 - The City of Valley Center RFP for banking services will be awarded and approved at the regular council meeting.

NEW BUSINESS
RECOMMENDED ACTION

E. APPROVAL OF RFP – BANKING SERVICES:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends motion to approve the RFP for Banking Services. and authorize staff to collect proposals.

CONSENT AGENDA

- A. **APPROPRIATION ORDINANCE – NOVEMBER 5, 2024**
- B. **DELINQUENT ACCOUNT REPORT – AUGUST 2024**
- C. **PLANNING AND ZONING BOARD MEETING -OCTOBER 22, 2024**
- D. **ALCOHOL WAIVER REQUEST – DECEMBER 6, 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 5, 2024, as prepared by City Staff.

November 5, 2024, Appropriation

Total \$ 733,028.42

VENDOR SET: 02 City of Valley Center

BANK: * ALL BANKS

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

November 5, 2024 City Council Agenda Page 75

VENDOR I.D.	NAME	STATUS	DATE	CHECK	INVOICE	CHECK	CHECK	CHECK
				AMOUNT	DISCOUNT			
C-CHECK	VOID CHECK	V	10/18/2024			057274		
C-CHECK	VOID CHECK	V	10/18/2024			057275		
C-CHECK	VOID CHECK	V	10/18/2024			057276		

* * 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:	3	VOID DEBITS 0.00 VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 02 BANK: *	TOTALS: 3	0.00	0.00	0.00
BANK: *	TOTALS: 3	0.00	0.00	0.00

VENDOR SET: 02 City of Valley Center

BANK: APBK INTRUST CHECKING

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

November 5, 2024 City Council Agenda Page 76

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
0004	JOHNSON AUTOMOTIVE							
	I-202410092376	JOHNSON AUTOMOTIVE	R 10/11/2024	106.05		057250		106.05
0077	KANSAS OFFICE OF THE TREASURER							
	I-202410082364	KANSAS OFFICE OF THE TREASURER	R 10/11/2024	2,336.00		057251		2,336.00
0079	KDHE-DIV OF H & E LABORATORIES							
	I-202410072355	KDHE-DIV OF H & E LABORATORIES	R 10/11/2024	1,410.00		057252		1,410.00
0153	ARK VALLEY NEWS							
	I-202410072354	ARK VALLEY NEWS	R 10/11/2024	1,507.84		057253		1,507.84
0226	RURAL WATER DISTRICT #2							
	I-202410082368	RURAL WATER DISTRICT #2	R 10/11/2024	17.54		057254		17.54
0306	SEDWICK COUNTY							
	I-202410072356	SEDWICK COUNTY	R 10/11/2024	1,103.78		057255		1,103.78
0523	GT DISTRIBUTORS - AUSTIN							
	I-202410092372	GT DISTRIBUTORS - AUSTIN	R 10/11/2024	3,818.70		057256		3,818.70
0656	DRAGONFLY LAWN & TREE CARE LLC							
	I-202410092371	DRAGONFLY LAWN & TREE CARE LLC	R 10/11/2024	1,405.50		057257		1,405.50
0768	MABCD							
	I-202410092374	MABCD	R 10/11/2024	265.50		057258		265.50
0799	ELITE FRANCHISING INC DBA JANI							
	I-202410082358	ELITE FRANCHISING INC DBA JANI	R 10/11/2024	140.00		057259		140.00
0961	PINNACLE FIRE & AUTOMATION							
	I-202410082367	PINNACLE FIRE & AUTOMATION	R 10/11/2024	320.00		057260		320.00
0968	TREETOP PRODUCTS CONSOLIDATED							
	I-202410072353	TREETOP PRODUCTS CONSOLIDATED	R 10/11/2024	555.72		057261		555.72
1012	FIRST WIRELESS, INC.							
	I-202410082365	FIRST WIRELESS, INC.	R 10/11/2024	714.66		057262		714.66
1078	FLEXIBLE BENEFIT SERVICE CORPO							
	I-202410092373	FLEXIBLE BENEFIT SERVICE CORPO	R 10/11/2024	212.25		057263		212.25
1122	LITTLE ARKANSAS DAR							
	I-202410082362	LITTLE ARKANSAS DAR	R 10/11/2024	350.00		057264		350.00

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

November 5, 2024 City Council Agenda Page 77

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
1137	WASTE CONNECTIONS OF KANSAS, I							
	I-202410092370	WASTE CONNECTIONS OF KANSAS, I	R	10/11/2024	45,979.96		057265	45,979.96
1234	FLEET FUELS LLC							
	I-202410082359	FLEET FUELS LLC	R	10/11/2024	1,112.03		057266	1,112.03
1370	AT&T MOBILITY-CC							
	I-202410092369	AT&T MOBILITY-CC	R	10/11/2024	331.25		057267	331.25
1376	LAMPTON WELDING SUPPLY CO., IN							
	I-202410082366	LAMPTON WELDING SUPPLY CO., IN	R	10/11/2024	14.75		057268	14.75
1391	ARC PHYSICAL THERAPY PLUS LP							
	I-202410082363	ARC PHYSICAL THERAPY PLUS LP	R	10/11/2024	35.00		057269	35.00
1407	RED CARPET TROPHY							
	I-202410072352	RED CARPET TROPHY	R	10/11/2024	60.00		057270	60.00
0032	AFLAC							
	I-AF 202410012334	SUPPLEMENTAL INSURANCE	R	10/18/2024	99.71		057277	
	I-AF 202410152391	SUPPLEMENTAL INSURANCE	R	10/18/2024	99.71		057277	
	I-AFC202410012334	SUPPLEMENTAL INSURANCE	R	10/18/2024	51.44		057277	
	I-AFC202410152391	SUPPLEMENTAL INSURANCE	R	10/18/2024	51.44		057277	
	I-AFD202410012334	SUPPLEMENTAL INSURANCE	R	10/18/2024	55.77		057277	
	I-AFD202410152391	SUPPLEMENTAL INSURANCE	R	10/18/2024	55.77		057277	
	I-AFL202410012334	SUPPLEMENTAL LIFE INSURANCE	R	10/18/2024	60.10		057277	
	I-AFL202410152391	SUPPLEMENTAL LIFE INSURANCE	R	10/18/2024	60.10		057277	
	I-AFO202410012334	SUPPLEMENTAL INSURANCE	R	10/18/2024	45.89		057277	
	I-AFO202410152391	SUPPLEMENTAL INSURANCE	R	10/18/2024	45.89		057277	625.82
0445	DELTA DENTAL OF KANSAS, INC.							
	I-DDS202410012334	DENTAL INSURANCE	R	10/18/2024	195.25		057278	
	I-DDS202410152391	DENTAL INSURANCE	R	10/18/2024	195.25		057278	
	I-DEC202410012334	DENTAL INSURANCE	R	10/18/2024	218.05		057278	
	I-DEC202410152391	DENTAL INSURANCE	R	10/18/2024	218.05		057278	
	I-DES202410012334	DENTAL INSURANCE	R	10/18/2024	316.26		057278	
	I-DES202410152391	DENTAL INSURANCE	R	10/18/2024	316.26		057278	
	I-DFM202410012334	DENTAL INSURANCE	R	10/18/2024	824.74		057278	
	I-DFM202410152391	DENTAL INSURANCE	R	10/18/2024	789.07		057278	3,072.93
0566	SURENCY LIFE AND HEALTH							
	I-VEC202410012334	VISION INSURANCE	R	10/18/2024	7.93		057279	
	I-VEC202410152391	VISION INSURANCE	R	10/18/2024	7.93		057279	
	I-VMC202410012334	VISION INSURANCE	R	10/18/2024	69.44		057279	
	I-VMC202410152391	VISION INSURANCE	R	10/18/2024	69.44		057279	
	I-VME202410012334	VISION INSURANCE	R	10/18/2024	48.30		057279	
	I-VME202410152391	VISION INSURANCE	R	10/18/2024	48.30		057279	
	I-VMF202410012334	VISION INSURANCE	R	10/18/2024	202.44		057279	

VENDOR SET: 02 City of Valley Center

BANK: APBK INTRUST CHECKING

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

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VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	CHECK DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
			DATE	AMOUNT		NO	STATUS	AMOUNT
I-VMF202410152391	VISION INSURANCE	R	10/18/2024	182.83		057279		
I-VMS202410012334	VISION INSURANCE	R	10/18/2024	80.96		057279		
I-VMS202410152391	VISION INSURANCE	R	10/18/2024	80.96		057279		798.53
0270	INTRUST CARD CENTER							
I-202410142377	INTRUST CARD CENTER	R	10/18/2024	9,619.24		057280		9,619.24
0050	CITY OF NEWTON							
I-202410152384	CITY OF NEWTON	R	10/18/2024	100.00		057281		100.00
0075	KANSAS OFFICE OF THE ATTORNEY							
I-202410162414	KANSAS OFFICE OF THE ATTORNEY	R	10/18/2024	255.00		057282		255.00
0133	MAYER SPECIALTY SERVICES							
I-202410162393	MAYER SPECIALTY SERVICES	R	10/18/2024	550.00		057283		550.00
0150	AT&T MOBILITY							
I-202410152385	AT&T MOBILITY	R	10/18/2024	866.04		057284		866.04
0162	CIVIC PLUS							
I-202410142378	CIVIC PLUS	R	10/18/2024	4,755.72		057285		4,755.72
0164	CUSIP GLOBAL SERVICE							
I-202410162398	CUSIP GLOBAL SERVICE	R	10/18/2024	246.00		057286		246.00
0214	STANDARD & POOR'S FINANCIAL							
I-202410162395	STANDARD & POOR'S FINANCIAL	R	10/18/2024	12,350.00		057287		12,350.00
0285	KDHE -- ATTN.: PERMIT CLERK							
I-202410142380	KDHE -- ATTN.: PERMIT CLERK	R	10/18/2024	185.00		057288		185.00
0329	UNRUH EXCAVATING LLC							
I-202410162409	UNRUH EXCAVATING LLC	R	10/18/2024	83,243.75		057289		83,243.75
0498	BRYAN'S HEATING & AIR CONDITIONING							
I-202410162392	BRYAN'S HEATING & AIR CONDITIONING	R	10/18/2024	544.50		057290		544.50
0567	RAVENS CRAFT IMPLEMENT, INC.							
I-202410162407	RAVENS CRAFT IMPLEMENT, INC.	R	10/18/2024	275.00		057291		275.00
0577	PIPER Sandler							
I-202410162399	PIPER Sandler	R	10/18/2024	90,000.00		057292		90,000.00

VENDOR SET: 02 City of Valley Center

BANK: APBK INTRUST CHECKING

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

November 5, 2024 City Council Agenda Page 79

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
0646	RENTAL RANCH LLC							
I-202410162406	RENTAL RANCH LLC	R	10/18/2024	770.70		057293		770.70
0780	CHENEY DOOR COMPANY							
I-202410162400	CHENEY DOOR COMPANY	R	10/18/2024	366.80		057294		366.80
0784	MERIDIAN ANALYTICAL LABS, LLC							
I-202410162402	MERIDIAN ANALYTICAL LABS, LLC	R	10/18/2024	685.00		057295		685.00
0799	ELITE FRANCHISING INC DBA JANI							
I-202410162413	ELITE FRANCHISING INC DBA JANI	R	10/18/2024	150.00		057296		150.00
0824	GALLS, LLC							
I-202410152383	GALLS, LLC	R	10/18/2024	630.60		057297		630.60
0906	ROYAL PUBLISHING							
I-202410162405	ROYAL PUBLISHING	R	10/18/2024	195.00		057298		195.00
1004	IMAGINE IT, INC.							
I-202410152387	IMAGINE IT, INC.	R	10/18/2024	8,104.26		057299		8,104.26
1162	CUT RATES LAWN CARE LLC							
I-202410162408	CUT RATES LAWN CARE LLC	R	10/18/2024	1,930.00		057300		1,930.00
1173	SIMPLE VENTURES LLC DBA SIMPLE							
I-202410162412	SIMPLE VENTURES LLC DBA SIMPLE	R	10/18/2024	7,900.00		057301		7,900.00
1181	J.P. COOKE COMPANY							
I-202410162403	J.P. COOKE COMPANY	R	10/18/2024	199.45		057302		199.45
1236	SHORT ELLIOT HENDRICKSON, INC.							
I-202410162410	SHORT ELLIOT HENDRICKSON, INC.	R	10/18/2024	412,821.41		057303		412,821.41
1248	KU EDWARDS CAMPUS							
I-202410152382	KU EDWARDS CAMPUS	R	10/18/2024	325.00		057304		325.00
1360	ABCD TECH							
I-202410162404	ABCD TECH	R	10/18/2024	67.50		057305		67.50
1392	WORKSTEPS, INC.							
I-202410152381	WORKSTEPS, INC.	R	10/18/2024	75.00		057306		75.00
1398	KANSAS MOBILE THRONE							
I-202410162394	KANSAS MOBILE THRONE	R	10/18/2024	150.00		057307		150.00

VENDOR SET: 02 City of Valley Center

BANK: APBK INTRUST CHECKING

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

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VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
1403	PARETO HEALTH							
	I-202410162397	PARETO HEALTH	R 10/18/2024	94.00		057308		94.00
1416	MOUNTAINLAND SUPPLY COMPANY							
	I-202410162401	MOUNTAINLAND SUPPLY COMPANY	R 10/18/2024	19.92		057309		19.92
1419	FIVE STAR MECHANICAL, INC.							
	I-202410162396	FIVE STAR MECHANICAL, INC.	R 10/18/2024	2,764.72		057310		2,764.72
1420	WATERUSE							
	I-202410162411	WATERUSE	R 10/18/2024	543.71		057311		543.71
0059	CITY OF WICHITA							
	I-202410222426	CITY OF WICHITA	R 10/25/2024	1,764.00		057314		1,764.00
0147	TRAFFIC CONTROL SERVICES, INC.							
	I-202410222423	TRAFFIC CONTROL SERVICES, INC.	R 10/25/2024	10,843.65		057315		10,843.65
0150	AT&T MOBILITY							
	I-202410222427	AT&T MOBILITY	R 10/25/2024	226.40		057316		226.40
0312	VALLEY CENTER RECREATION							
	I-202410222421	VALLEY CENTER RECREATION	R 10/25/2024	3,966.40		057317		3,966.40
0784	MERIDIAN ANALYTICAL LABS, LLC							
	I-202410242431	MERIDIAN ANALYTICAL LABS, LLC	R 10/25/2024	1,480.50		057318		1,480.50
0824	GALLS, LLC							
	I-202410242432	GALLS, LLC	R 10/25/2024	901.22		057319		901.22
0961	PINNACLE FIRE & AUTOMATION							
	I-202410222422	PINNACLE FIRE & AUTOMATION	R 10/25/2024	337.00		057320		337.00
1075	RED EQUIPMENT LLC.							
	I-202410232430	RED EQUIPMENT LLC.	R 10/25/2024	2,587.47		057321		2,587.47
1105	CK POWER							
	I-202410242433	CK POWER	R 10/25/2024	140.00		057322		140.00
1162	CUT RATES LAWN CARE LLC							
	I-202410222418	CUT RATES LAWN CARE LLC	R 10/25/2024	590.00		057323		590.00
1234	FLEET FUELS LLC							
	I-202410232428	FLEET FUELS LLC	R 10/25/2024	1,008.07		057324		1,008.07

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

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VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
1417	ACCESS SYSTEMS LEASING							
I-202410222420	ACCESS SYSTEMS LEASING	R	10/25/2024	709.00		057325		709.00

1418	GODFREY'S INDOOR SHOOTING & AR							
I-202410232429	GODFREY'S INDOOR SHOOTING & AR	R	10/25/2024	233.96		057326		233.96

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	69	731,864.80	0.00	731,864.80
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
	VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 02 BANK: APBK TOTALS:	69	731,864.80	0.00	731,864.80

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

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VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
0050	LLOYD C. NEWMAN							
I-202410082360	LLOYD C. NEWMAN	R	10/11/2024	509.00		057271		509.00
0085	STACY SHAY							
I-202410082361	STACY SHAY	R	10/11/2024	33.24		057272		33.24
0132	BRITTNEY ORTEGA							
I-202410092375	BRITTNEY ORTEGA	R	10/11/2024	233.77		057273		233.77
0074	KRISTI CARRITHERS							
I-202410172416	KRISTI CARRITHERS	R	10/18/2024	68.34		057312		68.34
0110	BRENT CLARK							
I-202410142379	BRENT CLARK	R	10/18/2024	145.99		057313		145.99
0157	KYLE FIEDLER							
I-202410222419	KYLE FIEDLER	R	10/25/2024	61.30		057327		61.30
0158	JEREMY WORMINGTON							
I-202410222425	JEREMY WORMINGTON	R	10/25/2024	111.98		057328		111.98

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	7	1,163.62	0.00	1,163.62
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 BANK: APBK TOTALS:	7	1,163.62	0.00	1,163.62
BANK: APBK TOTALS:	76	733,028.42	0.00	733,028.42
REPORT TOTALS:	76	733,028.42	0.00	733,028.42

SELECTION CRITERIA

November 5, 2024 City Council Agenda Page 83

VENDOR SET: * - All

VENDOR: ALL

BANK CODES: All

FUNDS: All

CHECK SELECTION

CHECK RANGE: 057250 THRU 057328

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. DELINQUENT ACCOUNT REPORT – AUGUST 2024:

ACCOUNT AGING REPORT

PAGE:

1

CONTRACTS:

NO

ZONE: ALL

STAT: ALL

START DATES: 0/00/0000 THRU 99/99/9999

LAST BILL DATES: 0/00/0000 THRU 99/99/9999

FINAL DATES: 8/01/2024 THRU 8/31/2024

ACCOUNT NO# ----- NAME ----- LAST PAY ST --CURRENT-- +1 MONTHS +2 MONTHS +3 MONTHS +4 MONTHS --BALANCE--

**** BOOK # : 0001 TOTAL ACCOUNTS: 0 0.00 0.00 0.00 0.00 0.00 0.00 0.00

02-0086-04 SPEAR, ROXANN 8/28/2024 F 116.61 116.61

**** BOOK # : 0002 TOTAL ACCOUNTS: 1 0.00 116.61 0.00 0.00 0.00 0.00 116.61

03-0060-13 SMITH, SIERRA 6/18/2024 F 40.00 152.07 146.97 86.72 425.76

**** BOOK # : 0003 TOTAL ACCOUNTS: 1 0.00 40.00 152.07 146.97 86.72 425.76

04-0069-02 CYPREXX SERVICES LLC 10/07/2024 F 8.00CR 8.00CR

**** BOOK # : 0004 TOTAL ACCOUNTS: 1 8.00CR 0.00 0.00 0.00 0.00 0.00 8.00CR

05-0040-07 ROGERS, ERIN 7/01/2024 F 57.79 134.79 141.61 334.19
05-0101-06 OSTRON, RACHAEL 8/08/2024 F 58.08 118.83 176.91

**** BOOK # : 0005 TOTAL ACCOUNTS: 2 115.87 253.62 141.61 0.00 0.00 511.10

**** BOOK # : 0006 TOTAL ACCOUNTS: 0 0.00 0.00 0.00 0.00 0.00 0.00

**** BOOK # : 0007 TOTAL ACCOUNTS: 0 0.00 0.00 0.00 0.00 0.00 0.00

08-0122-04 STILLWELL, LINDSEY 8/08/2024 F 65.11 65.11

**** BOOK # : 0008 TOTAL ACCOUNTS: 1 0.00 65.11 0.00 0.00 0.00 65.11

**** BOOK # : 0009 TOTAL ACCOUNTS: 0 0.00 0.00 0.00 0.00 0.00 0.00

A C C O U N T A G I N G R E P O R T

PAGE: 2

CONTRACTS: NO

ZONE: ALL

STAT: ALL

START DATES: 0/00/0000 THRU 99/99/9999

LAST BILL DATES: 0/00/0000 THRU 99/99/9999

FINAL DATES: 8/01/2024 THRU 8/31/2024

ACCOUNT NO#

NAME --- LAST PAY ST --CURRENT-- +1 MONTHS +2 MONTHS +3 MONTHS +4 MONTHS --BALANCE--

*** BOOK # : 0011	TOTAL ACCOUNTS:	0	0.00	0.00	0.00	0.00	0.00	0.00
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			8/30/2024 I					0.00
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*** BOOK # : 0012	TOTAL ACCOUNTS:	1	0.00	0.00	0.00	0.00	0.00	0.00
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17-0017-00	SHERRILL, BILL	9/13/2024 F	257.13					257.13
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*** BOOK # : 0017	TOTAL ACCOUNTS:	1	257.13	0.00	0.00	0.00	0.00	257.13
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20-0078-07	MONAHAN, DANIEL	8/13/2024 F		100.35				100.35
20-0209-91	MONARCH INVESTMENTS	10/11/2022 F	54.83	117.47				243.93
20-0236-03	FOLTZ, JAY	8/22/2024 F		127.76				127.76
20-0236-91	MONARCH INVESTMENTS	9/21/2021 F	13.62					13.62

*** BOOK # : 0020	TOTAL ACCOUNTS:	4	68.45	345.58	71.63	0.00	0.00	485.66
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80-0145-04	HILL, KIRK	7/31/2024 F				19.50		19.50
80-0336-91	STILES PROPERTIES LLC	10/14/2024 F	53.14					53.14
80-0359-00	DELLINGER, DEAN E	8/20/2024 F		8.00				8.00
80-0386-00	DUCEY, HARRIETTE E	2/14/2024 F		8.00	8.80			16.80

*** BOOK # : 0080	TOTAL ACCOUNTS:	4	53.14	16.00	28.30	0.00	0.00	97.44
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REPORT TOTALS	TOTAL ACCOUNTS:	16	486.59	836.92	393.61	146.97	86.72	1950.81
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REVENUE CODE:		---CURRENT---	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--BALANCE--
100-WATER	340.44	312.61	117.51	45.98	27.12	843.66	
200-SEWER	149.63	367.39	133.27	41.65	24.58	716.52	
300-PROT	0.53	0.43	0.15	0.02	0.01	1.14	
400-RECONNECT FEE	0.00	2.35	8.93	8.63	5.09	25.00	
600-STORMWATER UTILITY FEE	48.00	73.08	28.54	8.28	4.89	162.79	
610-SOLID WASTE	53.14	63.25	71.57	19.23	11.35	218.54	
850-PENALTY	0.00	17.81	33.64	23.18	13.68	88.31	
996-Unapplied Credits	105.15CR	0.00	0.00	0.00	0.00	105.15CR	
TOTALS	486.59	836.92	393.61	146.97	86.72	1950.81	
TOTAL REVENUE CODES:	1,950.81						
TOTAL ACCOUNT BALANCE:	1,950.81						
DIFFERENCE:	0.00						

BOOK:	BOOK CODE TOTALS					--BALANCE--
	--CURRENT--	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	
01-BOOK 01	0.00	0.00	0.00	0.00	0.00	0.00
02-BOOK 02	0.00	116.61	0.00	0.00	0.00	116.61
03-BOOK 03	0.00	40.00	152.07	146.97	86.72	425.76
04-BOOK 04	8.00CR	0.00	0.00	0.00	0.00	8.00CR
05-BOOK 05	115.87	253.62	141.61	0.00	0.00	511.10
06-BOOK 06	0.00	0.00	0.00	0.00	0.00	0.00
07-BOOK 07	0.00	0.00	0.00	0.00	0.00	0.00
08-BOOK 08	0.00	65.11	0.00	0.00	0.00	65.11
09-BOOK 09	0.00	0.00	0.00	0.00	0.00	0.00
11-BOOK 11	0.00	0.00	0.00	0.00	0.00	0.00
12-BOOK 12	0.00	0.00	0.00	0.00	0.00	0.00
17-BOOK 17	257.13	0.00	0.00	0.00	0.00	257.13
20-BOOK 20	68.45	345.58	71.63	0.00	0.00	485.66
80-STORMWATER YEARLY	53.14	16.00	28.30	0.00	0.00	97.44
TOTALS	486.59	836.92	393.61	146.97	86.72	1950.81

ERRORS: 000

SELECTION CRITERIA

REPORT OPTIONS

ZONE: * - All
 ACCOUNT STATUS: ALL
 CUSTOMER CLASS: ALL
 COMMENT CODES: ALL

BALANCE SELECTION

SELECTION:

ALL RANGE: 9999999.99CR THRU 9999999.99

AGES TO TEST:

ALL INCLUDE Accts w/Revenue Code balances

INCLUDE ZERO BALANCES:

DATE SELECTION

CUSTOMER DATES: YES
 START DATE: 0/00/0000 THRU 99/99/9999
 LAST BILL DATE: 0/00/0000 THRU 99/99/9999
 FINAL DATE: 8/01/2024 THRU 8/31/2024

TRANSACTION DETAIL

PRINT TRANSACTION DETAIL: NO
 OLDEST TRANSACTION DATE: 99/99/9999

PRINT OPTION

TOTALS ONLY: NO
 CONTRACTS: NO
 PRINT SEQUENCE: ACCOUNT NUMBER
 COMMENT CODES: None
 *** END OF REPORT ***

CONSENT AGENDA

C. PLANNING AND ZONING BOARD MEETING MINUTES –
OCTOBER 22, 2024:

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

Tuesday, October 22, 2024 7:00 P.M.

CALL TO ORDER: Board Member Wilson, acting Chairperson, called the meeting to order at 7:13 P.M. with the following board members present: Rick Shellenbarger, Scot Phillips and Paul Spranger (via phone conference)

Members Absent: Gary Janzen and Steve Conway

City Staff Present: Kyle Fiedler, Brittney Ortega and Katie Crook

Audience: Taylen Moore, Briseida Moore, Edith Santiago, Linda Waller and Greg Waller

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

APPROVAL OF DRAFT MINUTES: Wilson made a motion to approve the September 24, 2024, meeting minutes. The motion was seconded by Phillips. Motion passed unanimously.

COMMUNICATIONS: Fiedler spoke about the Comprehensive Plan survey that closes tonight and reminded the board that the Comprehensive Plan review will be held on Thursday, October 24, 2024 at the Community Building and is open to the public. He urged members and the public to submit their surveys and attend the meeting.

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

1. Review of V-2024-04, application of Edith Santiago, pursuant to City Code 17.10.08, who is petitioning for a variance to have a front yard fence with no open space, where code requires 50% open space. The property is addressed as 1932 W 69th St N., Valley Center, KS 67204.

Wilson opened the hearing for comments from the public: 7:16 PM

Fiedler gave a summary of his staff report. Notices were sent to the surrounding property owners as well as published in the *Ark Valley News*. There has been one phone call received from a surrounding property owner just confirming the location of this property. They were not in opposition or favor of this application. Taking the property size and location into consideration, City Staff is recommending approval of this application. Pictures have been provided for reference.

Wilson closed the hearing for comments from the public: 7:18 PM

Based on the City Staff recommendations, public comments, and discussion by the Planning and Zoning Board, Shellenbarger made a motion to approve V-2024-04. Motion was seconded by Wilson. The vote was unanimous. Motion passed.

OLD/UNFINISHED BUSINESS: none

NEW BUSINESS: Conversation was had between the board and staff to move the November PZB meeting from November 26 to November 21, 2024, due to the holiday and potential absences. All were in favor and agreed the next meeting will be held on November 21, 2024.

STAFF REPORTS: none

ITEMS BY PLANNING AND ZONING BOARD/BZA MEMBERS:

Gary Janzen - absent

Paul Spranger - none

Rick Shellenbarger - none

Scot Phillips - none

Steve Conway - absent

Dalton Wilson - none

ADJOURNMENT OF THE PLANNING AND ZONING BOARD/BOARD OF ZONING

APPEALS MEETING: At 7:20 P.M., a motion was made by Wilson to adjourn and seconded by Shellenbarger. The vote was unanimous, and the meeting was adjourned.

Respectfully submitted,

/s/ Kyle Fiedler, Secretary

Gary Janzen, Chairperson

CONSENT AGENDA

D. ALCOHOL WAIVER REQUEST – DECEMBER 6, 2024:



**Request for Special Permit
for the Consumption of Alcohol on City Owned Property**

<u>City of Valley Center</u>		
NAME:	121 S. meridian	
ADDRESS:	Valley Center Ks	67147
CITY:	STATE:	ZIP:
316.755.7310		Holiday Committee
PHONE NUMBER:	NAME OF ORGANIZATION (IF APPLICABLE):	
<u>VC Holiday Party</u>		
TYPE OF FUNCTION:		
12.10.2024	6pm	- 11pm
DATE OF FUNCTION:	TIME:	TO:

1. There is a \$25.00 non-refundable application fee.
2. An additional \$150.00 damage/cleaning deposit is required. The applicant is responsible for damage to facilities or grounds by any person in attendance.
3. The applicant is responsible to assure that no one under the age of 21 will be served or consume alcohol.
4. The consumption of alcohol will be limited to the areas reserved and adjoining patio. Alcohol is not to be consumed in the park grounds.
5. The applicant assumes responsibility for any person whose conduct is objectionable, disorderly, or disruptive, and shall further be financially responsible of any loss, damage, or injury to person or property during the function. The City of Valley Center reserves the right to remove any persons for any reason.
6. The use of alcoholic beverages on city owned property shall be in conformance with Kansas State laws and the Code of the City of Valley Center.
7. Applicants granted a permit will be required to provide the City with a certificate of liability insurance in the amount of \$1,000,000.00 with the City of Valley Center additionally insured.

I understand and assume all responsibility and liability and agree to all rules and regulations provided by the City of Valley Center for the rental of said facility.

SIGNATURE:

Mary May for Valley Center

DATE:

10.10.2024

Attach a copy of the facility reservation form and the signed Policy Use Agreement.

STAFF REPORTS

- A. Community Development Director Fiedler**
- B. Parks & Public Buildings Director Owings**
- C. Public Safety Director Newman**
- D. Public Works Director Eggleston**
- E. City Engineer- Scheer**
- F. City Attorney Arbuckle**
- G. City Clerk/HR Director Carrithers**
- H. Finance Director Miller**
- I. City Administrator Clark**

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