



CITY COUNCIL AGENDA

December 17, 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 – December 3, 2024
- 7. PRESENTATIONS / PROCLAMATIONS p 10**
- 8. PUBLIC FORUM (*Citizen input and requests*) p 10**
- 9. APPOINTMENTS p 10**
- 10. OLD BUSINESS p 11 -**
 - A. Ordinance 1413-24; Investment of Moneys p 11
- 11. NEW BUSINESS p 15**
 - A. Public Hearing Regarding De-Annexation of Property p 15
 - B. Ordinance 1414-24; De-Annexation of Property p 21
 - C. Ordinance 1415-24; Annexation of Right of Way-Sedgwick County p 25
 - D. Ordinance 1416-24: No Parking Zone p 30
 - E. Approval of Change Order # 1 Prairie Lakes Phase IV p 34
 - F. Approval of Change Order #4 Prairie Lakes Detention Basin p 38
 - G. Approval of Final Pay App p 42
 - H. Resolution 772-24; G.A.A.P. Waiver p 50
 - I. Designation of Account Signers – Intrust, Halstead, Emprise, Legacy and Fidelity Banks p 53
 - J. Accept Proposal for Financial Banking Services p 95
- 12. CONSENT AGENDA p 99**
 - A. Appropriation Ordinance – December 17, 2024 p 100
 - B. Outdoor Spaces Board Minutes – May 9, 2024 p 107
 - C. Economic Development Board Minutes – December 4. 2024. p 110
 - D. RSVP Agreement – Sedgwick County Senior Services p 113

- 13. STAFF REPORTS p 124**
- 14. GOVERNING BODY REPORTS p 125**
- 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 December 3, 2024, regular City Council Meeting as prepared by the City Clerk.

REGULAR COUNCIL MEETING
December 3, 2024
CITY HALL
121 S. MERIDIAN

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

Members Absent: None

Staff Present: Lloyd Newman, Public Safety Director
Neal Owings, Parks and Public Building Director
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

Boy Scout Troop 494 lead the group in the Pledge of Allegiance.

APPROVAL OF AGENDA

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

ADMINISTRATION AGENDA –

NOVEMBER 19, 2024, CITY COUNCIL MINUTES-

Correction to minutes of the November 19, 2024, minutes. Chris Evans was not presented at the meeting. Wilson moved to approve the minutes of the November 19, 2024, City Council meeting as amended, seconded by Gregory. Vote Aye: Unanimous. Motion Carried.

PRESENTATIONS/PROCLAMATIONS –

PUBLIC FORUM –

Mayor Truman recognized the Scouts from Troop 494 attending the meeting.

APPOINTMENTS –

Gregory moved to approve the appointment of Amy Bradley to fill and open position on the Planning and Zoning Board through April 2026. Kerstetter seconded the motion. Vote Aye: Unanimous. Motion Carried.

OLD BUSINESS – NONE

NEW BUSINESS-

A. APPROVAL OF SUPPLEMENTAL AGREEMENT FOR WATER TREATMENT PLANT INSPECTION SERVICES - PEC:

Gage Scheer, PEC presented supplemental agreement for Water Treatment Plant. Introduced Sarah Unruh who has been working closely on the project. Kerstetter inquired whether this expense will be rolled into the loan. Administrator Clark reported it is not currently part of the loan as approval happens in stages but anticipates it will be rolled into the loan in the future. Scheer stated that the increase in the supplemental agreement is due to the final scope of the project and the length of the project construction being over a year.

Kerstetter moved to approve supplemental inspection agreement with PEC for Water Treatment Plant in the amount of \$744,927.71 and authorize Mayor or City Administrator to sign. Seconded by Anderson. Vote Aye: unanimous. Motion carried.

B. APPROVAL OF BID FOR TASER PURCHASE:

Public Safety Director Newman requested approval to re-allocate funds to purchase 18 Tasers from Axon Enterprise. He explained the current tasers used are over 7 years old, with the and an expected life span of only 5 years. Kerstetter asked if the old ones can be returned for a credit. Newman stated that after all officers are trained with the new ones, they will send back in the old ones.

Anderson moved to approve bid to purchase 18 Tasers 10's from Axon Enterprise, Inc. in the amount of \$82,745.20 and authorize Mayor or City Administrator to sign. Motion seconded by Bass. Vote Yea: unanimous Motion carried.

C. RESOLUTION 771-24 KPERS 401(a):

City Clerk/HR Director Carrithers requested approval of Resolution 771-24. She explained that the Resolution establishes qualified defined contribution plan under Code Section 401(a) with KPERS. As the City makes contributions on behalf of City Administrator and Fire Chief these contributions should be made into a 401(a) plan, not the KPERS 457 plan.

Stamm moved to approve Resolution 771-24 to establish a 401(a) defined contribution plan with KPERS. Motion seconded by Evans. Vote Yea: unanimous. Motion carried.

D. ORDINANCE 1413-24; INVESTMENT OF MONEYS:

Finance Director Miller presented Ordinance 1413-24. He explained the current ordinance policies dated back to 1961, 1973 and 2005, so all were outdated. Ordinance 1413-24 would repeal and replace all current Ordinances contained in the Valley Center Municipal Code.

Wilson moved to approve Ordinance 1413-24 regarding investment of moneys for 1st reading. Seconded by Kerstetter. Vote Yea: unanimous. Motion carried.

CONSENT AGENDA

- A. APPROPRIATION ORDINANCE – DECEMBER 3, 2024
- B. DELINQUENT ACCOUNT REPORT
- C. MOU WITH VA FOR PARKING

Kerstetter moved, seconded by Stamm to approve the Consent Agenda as presented. Vote Aye: Colbert, Wilson, Anderson, Gregory, Kerstetter, Evans and Stamm. Bass abstained from vote. Motion carried.

STAFF REPORTS

COMMUNITY DEVELOPMENT DIRECTOR FIEDLER

Explained that an updated flyer regarding the Flood Insurance Program was included in the recent utility bill. Valley Center is a level 7 city which intitles residents to purchase Federal Flood Insurance (if needed) at a 15% discount.

PARKS AND PUBLIC BUILDING DIRECTOR OWINGS

Owings reported that the first 20 trees have been planted along North Meridian St. The DAR Wreathes Across American service will be December 14th at 11:00am.

The city Christmas Tree and sleigh have been delivered downtown for Saturday's Main Street Christmas event.

PUBLIC SAFETY DIRECTOR NEWMAN

Reported that the funds for the tasers are available due to staffing shortages. There are 4 officers short. He recognized the current officers and staff for their hard work. The department has conducted numerous interviews and conducted extensive background investigations to ensure that quality officers are hired not quantity of slots filled.

CITY ENGINEER SCHEER

Planting of trees along north Meridian has begun. The lights are scheduled to be shipped on Friday. Work on the west lane of south Meridian is being completed as well as the railroad road crossing. Work on the roundabout at 69th Street is scheduled to begin in late January 2025.

GOVERNING BODY REPORTS-
COUNCILMEMBER GREGORY

Reminded everyone to about the Christmas Tree lighting event on Main Street this Saturday, December 7th beginning at 7:00pm.

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

ADJOURN -

The meeting adjourned at 7:27 PM.

Kristi Carrithers, City Clerk/HR Director

ADMINISTRATION AGENDA
RECOMMENDED ACTION

A. MINUTES:

RECOMMENDED ACTION:

Staff recommends motion to approve the minutes of the December 3, 2024, Regular Council Meeting as presented/ amended.

PRESENTATIONS / PROCLAMATIONS

PUBLIC FORUM

APPOINTMENTS

OLD BUSINESS

A. ORDINANCE 1413-24; INVESTMENT OF MONEY:

Finance Director Miller will present Ordinance 1413-24 which would repeal and replace Ordinances 342-61, 468-73 and 1091-05 as contained in Chapter 3.08 of the Valley Center Municipal Code for second reading.

- Ordinance 1413-24

ORDINANCE. NO. 1413-24

AN ORDINANCE OF THE CITY OF VALLEY CENTER, KANSAS, REPEALING AND REPLACING ORDINANCES 342 (1961), 468 (1973) AND 1091 (2005) AS IT PERTAINS TO INVESTMENT OF MONEYS.

NOW THEREFORE, BE IT ORDAINED, by the Governing Body of The City of Valley Center, Kansas;

Section 1. Authority to Invest

Temporary idle moneys of the city and/or funds from temporary or general obligation bonds, may, in accordance with the procedures hereafter prescribed, be invested in:

- A. In temporary notes or no-fund warrants issued by such investing governmental unit; or
- B. Or in savings deposits, demand deposits, time deposit, open accounts, certificates of deposit or time certificates of deposit with maturities of not more than two years; or
- C. Banks, savings and loan associations and savings banks, which have main or branch offices located in such investing governmental unit, for direct obligations of, or obligations that are insured as to principal and interest by, the United States government or any agency thereof; or
- D. In direct obligations of or obligations that are insured as to principal and interest, by the United States or any agency thereof, not including mortgage-backed securities, with maturities as the governing body shall determine, but not exceeding two years. Such investment transactions shall only be conducted with banks, savings and loan associations and savings banks; the federal reserve bank of Kansas City, Missouri; or with primary government securities dealers which report to the market report division of the federal reserve bank of New York, or any broker-dealer engaged in the business of selling government securities which is registered in compliance with the requirements of section 15 or 15C of the securities exchange act of 1934 and registered pursuant to K.S.A. [17-12a401](#), and amendments thereto; or
- E. In the municipal investment pool fund established in K.S.A. [12-1677a](#), and amendments thereto; or
- F. in multiple municipal client investment pools managed by the trust departments of banks which have main or branch offices located in the county or counties where such investing governmental unit is located or with trust companies incorporated under the laws of this state which have contracted to provide trust services under the provisions of K.S.A. [9-2107](#), and amendments thereto, with banks which have main or branch offices located in the county or counties in which such investing governmental unit is located; or
- G. Municipal bonds or other obligations issued by any municipality of the state of Kansas as defined in K.S.A. [10-1101](#), and amendments thereto, which are general obligations of the municipality issuing the same; or
- H. In the investments authorized and in accordance with the conditions prescribed in K.S.A. [12-1677b](#), and amendments thereto.

Section 2 – Procedures and Restrictions

The Finance Director shall report to the governing body the amount of moneys invested and the schedule of maturities of investments. In order to transfer or sell any securities or moneys, the Finance Director may transfer said securities or moneys to any other account after selling such securities or converting said account, and for such purpose he shall have authority to make any necessary written directions, endorsements or assignments for and on behalf of the city. Any such transfers or sales shall be reported to the governing body. The Mayor of the city, the Treasurer and the Council President may, on behalf of the city, exercise any powers given the Finance Director by this chapter in the Finance Directors place.

Section 3 – Custody and Safekeeping

Securities purchased pursuant to this chapter shall be under the care of the Finance Director and shall be held in the custody of a bank with a branch office in Sedgwick County, Kansas

Section 4 – Earnings and Records

- A. The interest or other earnings from investments in reserve accounts made pursuant to this chapter shall be used, insofar as possible, to relieve the ad valorem tax levies of the city.
- B. The interest or other earnings from investments in temporary or general reserve bonds made pursuant to this chapter shall be used, insofar as possible, to pay for expenses or principle buydown directly related to those individual projects in that bond.
- C. The Finance Director shall maintain a complete and detailed record at all times of all investments made pursuant to this chapter.

Section 5. Repealer. Ordinance No. 342-61, Ordinance No. 468-73 and Ordinance 1091-05 are hereby repealed.

Section 6. Publication: Effective Date: This ordinance shall be published one time in the official city newspaper and shall take effect and be in force from and after said publication.

Passed by the city council on this 17th day of December 2024 and signed by the mayor on the 17th day of December 2024.

December 3, 2024, 1st Reading
December 17, 2024, 2nd Reading

[SEAL]

James E. Truman, Mayor

ATTEST:

Kristi Carrithers, City Clerk

OLD BUSINESS

RECOMMENDED ACTION

A. ORDINANCE 1413-24; INVESTMENT OF MONEYS

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 1413-24 regarding investment of moneys for 2nd reading.

NEW BUSINESS

A. PUBLIC HEARING REGARDING DE-ANNEXATION OF PROPERTY:

City Attorney Barry Arbuckle will explain the process of De-Annexation of property from the City Limits of Valley Center. Notice of public hearing was published in the November 21, 2024, edition of the Ark Valley News.

- Memo
- Map of Property
- State Statues

December 2, 2024

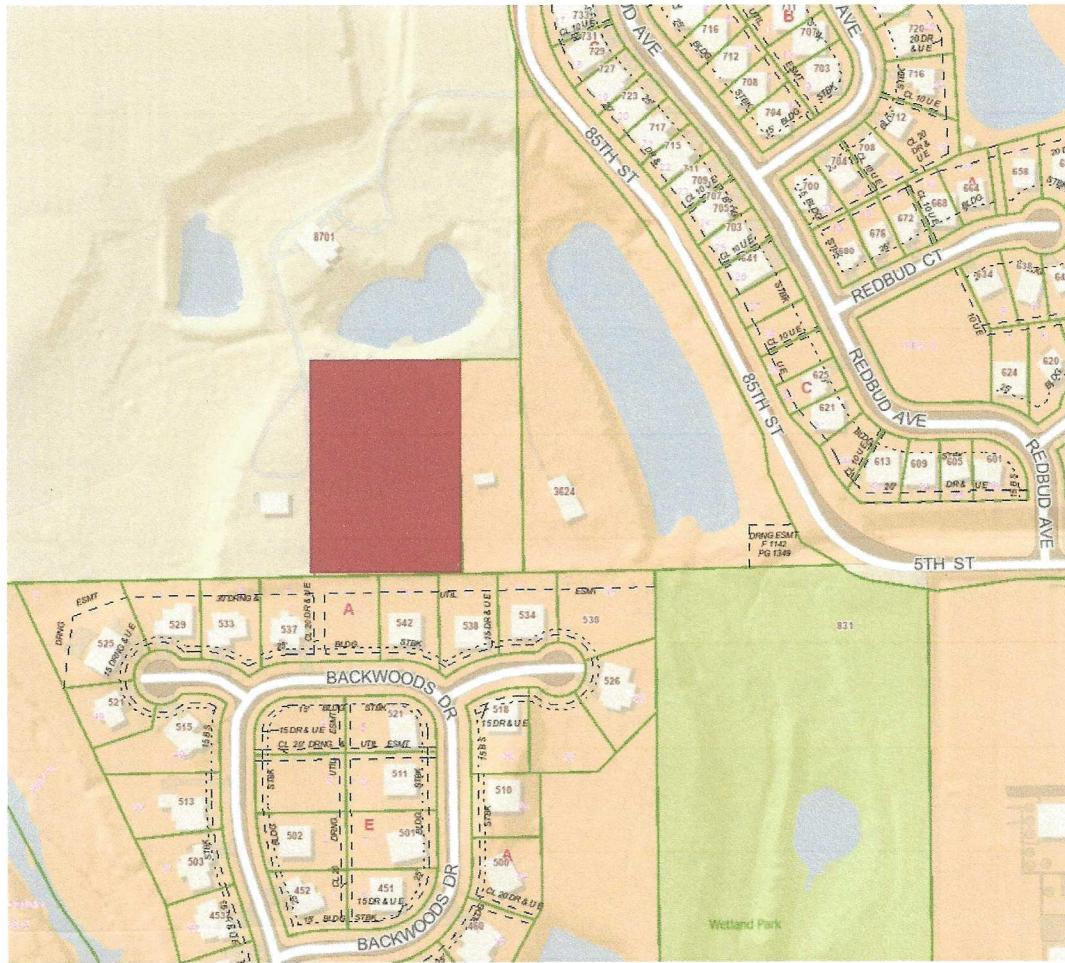
TO: MAYOR AND CITY COUNCIL
FROM: BARRY ARBUCKLE, CITY ATTORNEY
RE: NANCY ANDERSON REVOCABLE TRUST DEANNEXATION REQUEST

The Nancy Anderson Revocable Trust has requested, pursuant to K.S.A. 12-504(a)(3), the “exclusion,” i.e., deannexation, of slightly less than three acres of land of the Trust land near the northwest corner of the core city limits in Section 25, per the attached map. The purpose of this memo is to inform the Council members of the statutory requirements and findings necessary to resolve this request but this memorandum is not confidential. K.S.A. 12-504 and 12-505 attached, control this request. As you can see, this request requires the following steps you’re your resolution;

1. A notice of a public hearing before the council on this request at least 20 days before the hearing, which notice was given on November 21, 2024 for a December 17 hearing.
2. At the public hearing the governing body must receive evidence and comments and determine whether;
 - a. Any private rights will be injured or endangered by the proposed deannexation.
 - b. The public will suffer any loss or inconvenience by such proposed deannexation, and
 - c. As a matter of justice to the petitioner, the deannexation request should be granted.

If you find the answers to 2a and 2b above is “no,” and the answer to 2c is “yes,” then you must enact an ordinance granting the request for deannexation. I do not know of any party “claiming” to be an “owner” who might object under K.S.A. 12-505(a)(3), and will be surprised by any objection by anyone or the general public. A proposed council motion will be prepared for your consideration in the event there are no objections to this request. Feel free to call with any questions at 316-371-7597.

Encl: Tract Map
KSA 12-504
KSA 12-505



Brent Clark

City
Administrator

Phone:
[316-755-7310](tel:316-755-7310)

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[308-870-2150](tel:308-870-2150)
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12-504. Petition for vacation of site or addition, street or alley or for exclusion of land; deannexation of land or vacation of public reservation by city; notice; hearing. (a) The owner of: (1) Any townsite or part of a townsite; (2) any addition or part of an addition to any city; or (3) the lands adjoining on both sides of any street, alley or public reservation such as, but not limited to public easements, dedicated building setback lines, access control, or a part thereof, in any city that desires to have any townsite or part thereof, any addition or part thereof, or public easements, building setback lines, access control or part thereof vacated, or that desires to exclude any farming lands or unplatte tracts, or any addition or part of an addition from the boundaries of the city, shall petition the governing body of such city and request a public hearing on the issues. The governing body shall give notice of such request by publication in the official city newspaper and shall designate whether the hearing will be conducted by the governing body or the planning commission. The notice shall be published at least one time at least 20 days prior to the hearing. The notice shall state that a petition has been filed in the office of the city clerk requesting such vacation or exclusion, or both, describing the property fully. The notice shall specify whether the hearing is to be held before the governing body or the planning commission. All interested persons shall be given an opportunity to be heard on the petition.

(b) Any city may initiate the deannexation of land from the city by following the notice and public hearing process established in subsection (a). The hearing shall be held before the city governing body.

(c) A city may initiate the vacation of any public reservation by following the notice and public hearing process established in subsection (a). The hearing shall be held before the city governing body.

History: R.S. 1923, § 12-504; L. 1963, ch. 72, § 1; L. 1967, ch. 82, § 1; L. 1984, ch. 65, § 3; L. 1997, ch. 147, § 1; L. 2021, ch. 44, § 3; July 1.

12-505. Same; proceedings on petition. (a) (1) Upon the presentation of the petition to the governing body of the city or planning commission, the governing body or planning commission shall proceed to hear the petition, as provided in the notice. On the day of the hearing, the governing body or planning commission shall hear testimony on the propriety of granting the petition. If the planning commission holds the hearing, the commission shall make a recommendation regarding the vacation and submit such recommendation to the governing body in the same manner provided by K.S.A. 12-752, and amendments thereto, for the submission and approval of recommendations regarding plats.

(2) If the governing body or planning commission determines from the proofs and evidence presented that legal notice has been given by publication as required, that no private rights will be injured or endangered by such vacation or exclusion, that the public will suffer no loss or inconvenience thereby and that in justice to the petitioner or petitioners the request of the petitioner ought to be granted, the governing body shall enact an ordinance containing the order that such vacation or exclusion, or both, be made. Any order approving a vacation of plat, street, alleys, easements or a public reservation shall provide for the reservation to the city and the owners of any lesser property rights for public utilities, rights-of-ways and easements for public service facilities originally held in such plat, street, alley, easement or public reservation then in existence and use.

(3) The petition shall not be granted if a written objection is filed with the city clerk, at the time of or before the hearing, by any owner or adjoining owner who would be a proper party to the petition but has not joined therein. When only a portion of a street, alley or public reservation is proposed to be vacated, the petition shall not be granted if a written objection is filed with the clerk of the governing body by any owner of lands that adjoin the portion to be vacated.

(b) Any lands excluded pursuant to this section shall be listed for future taxation as though the lands had never been a part of such city. The city clerk shall certify a copy of such ordinance containing the order to the register of deeds of the county in which such property is located. The register of deeds shall record in the deed records of the county at the expense of the petitioner or petitioners, and the register of deeds shall also write on the margin of the recorded plat of such townsite or addition, the words "canceled by order" or "canceled in part by order," as the case may be, giving reference thereon to the page and book of records where the ordinance containing the order is recorded in the register's office.

History: L. 1905, ch. 519, § 2; R.S. 1923, § 12-505; L. 1967, ch. 82, § 2; L. 1984, ch. 65, § 4; L. 1997, ch. 147, § 2; L. 2021, ch. 44, § 4; July 1.

NEW BUSINESS
RECOMMENDED ACTION

A. PUBLIC HEARING REGARDING DE-ANNEXATION OF PROPERTY:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends motion to:

1. Open the Rate Public Hearing.
 - Receive Public Comment
2. Close the Public Hearing.

NEW BUSINESS

B. ORDINANCE 1414-24: DE-ANNEXATION OF PROPERTY:

City Attorney Arbuckle will present Ordinance 1414-24 to de-annex property located at:

BEG SE COR W 1/2 SW 1/4 W 385 FT N 401.78 FT E 385 FT S 402.17 FT TO
BEG EXC E 114.38 FT TRACT COMM NE COR W 1/2 SW 1/4 TH S 2249.57 FT
FOR POB TH W 385 FT S 401.78 FT M/L TO S LI SAID W 1/2 TH E 385 FT N
402.17 FT TO BEG SEC 25-25-1W

As this is at request of property owner and a public hearing was held, staff recommends waiver of 1st reading.

- Memo
- Ordinance 1414-24

STAFF'S RECOMMENDED ACTION/COUNCIL PROPOSED MOTION

I would move that following this public hearing on the petition to exclude this land, The Nancy Anderson Trust property, from the boundary of the city of Valley Center, Kansas, the governing body of the City of Valley Center, Kansas, finds and determines, from the evidence presented at this hearing, that legal notice of this matter has been given by publication as required on November 21, 2024, that no private rights will be injured or endangered by such proposed exclusion of this property from the Valley Center, Kansas, boundary, that the public will suffer no loss or inconvenience by such an exclusion, and in justice to the petitioner, this request for exclusion should and shall be granted and furthermore Ordinance No. ____ should be passed and enacted to effectuate these findings and this order of exclusion regarding this property.

ORDINANCE 1414-24

AN ORDINANCE OF THE CITY OF VALLEY CENTER KANSAS EXCLUDING A CERTAIN TRACT OF LAND IN THE CITY OF VALLEY CENTER KANSAS AT THE WRITTEN REQUEST OF THE TRACT OWNER

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF VALLEY CENTER KANSAS:

Section One: The owner of the below described land, having requested in writing that the below described tract be deannexed from the city's boundary, and the governing body of the City of Valley Center Kansas, having held the required public hearing on such requests and having determined at the conclusion of that hearing that such deannexation would not be adverse to the best interests of the city, or the citizens of Valley Center Kansas, it is hereby ordained that the below described tract of land in Valley Center, Sedgwick County, to wit:

BEG SE COR W 1/2 SW 1/4 W 385 FT N 401.78 FT E 385 FT S 402.17 FT TO
BEG EXC E 114.38 FT TRACT COMM NE COR W 1/2 SW 1/4 TH S 2249.57 FT
FOR POB TH W 385 FT S 401.78 FT M/L TO S LI SAID W 1/2 TH E 385 FT N
402.17 FT TO BEG SEC 25-25-1W

is hereby deannexed from the City of Valley Center Kansas.

Section Two: The ordinance shall take effect with its publication in the official city newspaper.

Passed by the governing body this _____ day of _____, 2024.

First reading: Waived

Second reading: December 17, 2024

Seal

James E. Truman, Mayor

Kristi Carrithers, City Clerk

NEW BUSINESS
RECOMMENDED ACTION

B. ORDINANCE 1414-24: DE-ANNEXATION OF PROPERTY:

Should Council choose to proceed

RECOMMENDED ACTION

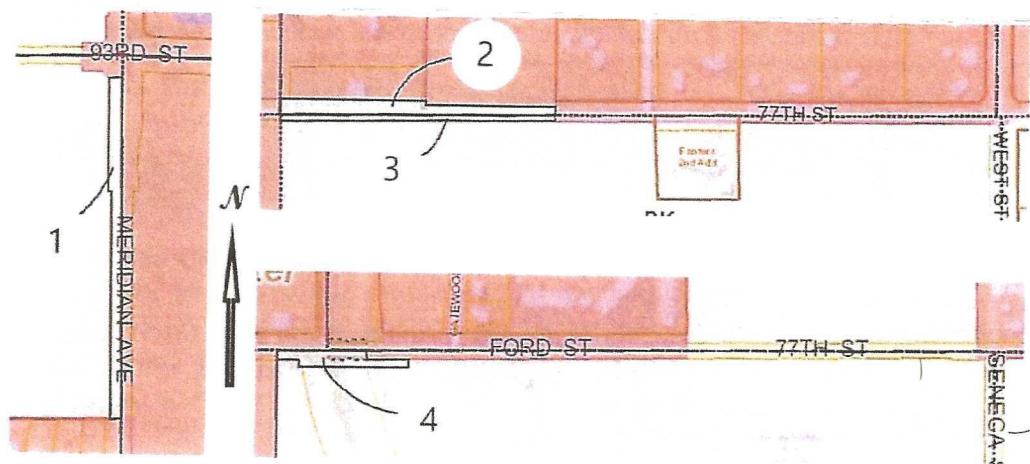
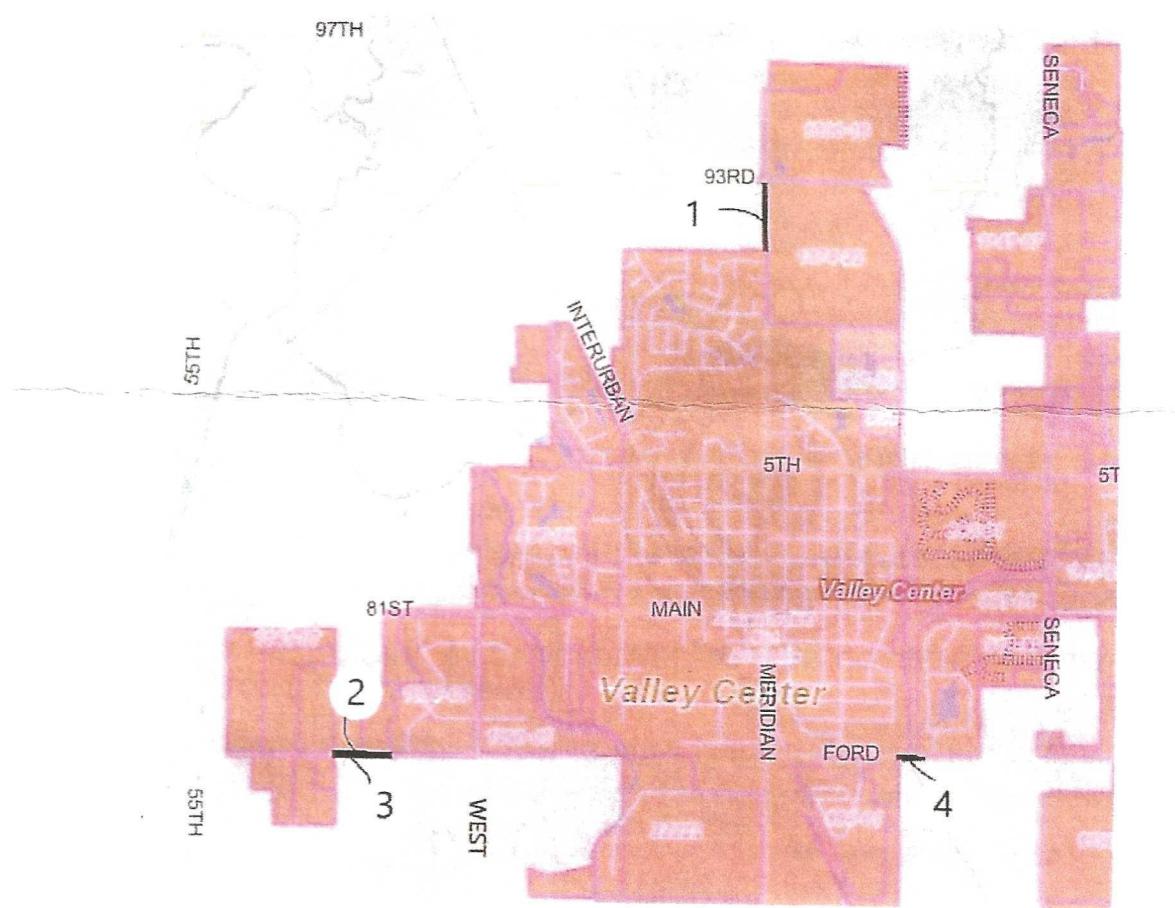
Staff recommends Council waive 1st reading of Ordinance 1414-24 and approve De-Annexation of property.

NEW BUSINESS

**C. ORDINANCE 1415-24; ANNEXATION OF RIGHT OF WAY –
SEDGWICK COUNTY:**

Ordinance 1415-24 will annex into Valley Center Right of Way property from Sedgwick County. Staff recommends waiver of 1st reading.

- Map of area
- Ordinance 1415-24



ORDINANCE 1415-24**AN ORDINANCE OF THE CITY OF VALLEY CENTER KANSAS ANNEXING
CERTAIN SEDGWICK COUNTY KANSAS ROAD RIGHT OF WAYS WHICH ARE
ADJACENT TO THE VALLEY CENTER CITY BOUNDARIES PURSUANT TO K.S.A.
12-520(e)****BE IT ORDAINED by the governing body of Valley Center Kansas:**

SECTION 1: Under K.S.A. 12-520(e) the Board of County Commissioners of Sedgwick County Kansas has notified the city of the existence of certain Road Right of Ways which have not to date become part of the city by annexation in spite of said Right of Ways having a common boundary with the City of Valley Center Kansas, and furthermore the Sedgwick County Board of Commissioners has passed its resolution No.232-2024 requesting the City of Valley Center Kansas annex the below described rights of ways pursuant to Kansas Statutes.

SECTION 2: The governing body of the city of Valley Center Kansas hereby certifies and notifies the Sedgwick County Kansas Commission that the four highway right of ways described below, which are not currently part of the city by annexation but having a common boundary with the City of Valley Center Kansas, and are therefore hereby annexed into the City of Valley Center Kansas pursuant to K.S.A. 12-520(e), and are described below:

- A. Commencing at the Northeast Corner of the Northeast Quarter of Section 25, Township 25 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas; thence South along the East line of said Northeast Quarter, a distance of 75.20 feet to the Point of Beginning; thence West perpendicular to the East line of said Northeast Quarter, a distance of 50.00 feet; thence South parallel with the East line of said Northeast Quarter, a distance of 425.00 feet; thence East perpendicular to the East line of said Northeast Quarter, a distance of 10.00 feet; thence South parallel with the East line of said Northeast Quarter, to the South line of the North Half of said Northeast Quarter; thence East along the South line of said North Half, a distance of 40.00 feet to the East line of said Northeast Quarter; thence North along the East line of said Northeast Quarter to the Point of Beginning.
- B. Beginning at the Southwest Corner of the Southeast Quarter of Section 35, Township 25 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas; thence North along the West line of said Southeast Quarter, a distance of 50 feet; thence East parallel with the South line of said Southeast Quarter, a distance of 534.14 feet; thence South parallel with the West line of said Southeast Quarter, a distance of 20 feet; thence East parallel with the South line of said Southeast Quarter, to the West line of "Ranchos del Rio 2nd Addition" as extended south; thence South along said extended West line, a distance of 30 feet, to a point on the South line of said Southeast Quarter; thence West along the South line of said Southeast Quarter, a distance of 1012.17 feet, more or less, to the Point of Beginning.

- C. A tract of land in the Northeast Quarter of Section 2, Township 26 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas described as follows: Commencing at the Southwest Corner of Lot 3, Block 4, "Ranchos del Rio 2nd Addition"; thence South perpendicular to the South line of the Southeast Quarter of Section 35, Township 25 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, a distance of 50 feet to the Point of Beginning; thence continuing South and also being perpendicular to the North line of the Northeast Quarter of Section 2, Township 26 South, Range 1 West, a distance of 30 feet; thence West parallel with the North line of the Northeast Quarter of said Section 2, to a point on the West line of said Northeast Quarter; thence North along said West line, a distance of 30 feet to the Northwest Corner of said Northeast Quarter; thence East along the North line of said Northeast Quarter to the Point of Beginning.
- D. Beginning at the Northwest Corner of the Northeast Quarter of Section 6, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence South along the West line of said Northeast Quarter, to a point 30 feet South of the North line of said Northeast Quarter; thence East parallel with the North line of said Northeast Quarter, to a point 2557 feet West of the East line of said Northeast Quarter; thence South parallel with the East line of said Northeast Quarter, to a point 60 feet south of the North line of said Northeast Quarter; thence East parallel with the North line of said Northeast Quarter a distance of 402 feet, more or less, to a point 2155 feet West of the East line of said Northeast Quarter; thence North parallel with the East line of said Northeast Quarter, to a point 30 feet South of the North line of said Northeast Quarter; thence West parallel with the North line of said Northeast Quarter, to the East line of the West Chisholm Creek Floodway; thence North-Northwesterly along the East line of said Floodway, to a point on the North line of said Northeast Quarter; thence West along the North line of said Northeast Quarter to the Point of Beginning.

SECTION 3: This ordinance shall be in full force and effect from and after its passage and after publication according to law.

PASSED AND APPROVED by the Governing Body of the City of Valley Center, Kansas this 17th day of December 2024.

First Reading: **Waived**
Second Reading: December 17, 2024

Seal

James E. Truman
Mayor

Kristi Carrithers
City Clerk

NEW BUSINESS
RECOMMENDED ACTION

**C. ORDINANCE 1415-24; ANNEXATION OF RIGHT OF WAY –
SEDWICK COUNTY:**

Should Council choose to proceed,

RECOMMENDED ACTION

Staff recommends Council waive 1st reading of Ordinance 1415-24 and approve annexation of right of way property.

NEW BUSINESS

**D. ORDINANCE 1416-24: ESTABLISHMENT OF NO PARKING ZONE
ON WAKEFIELD AVE.:**

City Administrator Clark and Public Safety Director Newman will present Ordinance that would amend no parking Ordinance to include North Wakefield Ave.

- Ordinance 1416-24

ORDINANCE NO. 1416-25

**AN ORDINANCE OF THE CITY OF VALLEY CENTER, KANSAS,
ESTABLISHING AN ADDITIONAL SPECIAL NO PARKING AREA
SECTION AND AMENDING VALLEY CENTER'S MUNICIPAL CODE,
CHAPTER 10.12 PARKING, AND AMENDING SECTION 10.12.040
SPECIAL NO PARKING AREAS BY ADDING AN ADDITIONAL NO
PARKING AREA TO NORTH WAKEFIELD AVENUE**

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

WHEREAS, the City of Valley Center hereby amends Chapter 10.12 – Parking, and also amends Section 10.12.040 – Special No Parking Areas in the City of Valley Center Municipal Code to read as follows:

Section 1. Section 10.12.040 – Special No Parking Areas

- A. It shall be unlawful for any person to park any vehicle or piece of equipment along the clearly marked and designated no parking areas within this section, and such a violator, upon conviction or upon entry of a plea of guilty or nolo contendere, shall be subject to a fine as established by the municipal judge.
- B. Establishing a no parking area along certain areas of East 3rd Street to include the following locations:
 - Southside of 654 East 3rd Street (Lot 6 Block A Valley Park 8th Add)
 - Northside of 655 East 3rd Street (Lot 45 Block 4 Valley Park 5th Add)
- C. Establishing a no parking area along certain areas of North Miles Avenue to include the following locations:
 - Westside of 330 North Miles Avenue (Lot 4 EXC THAT PT LY E OF E LI UTILITY ESMT Block 5 Valley Park 5th Add)
 - Eastside of 655 East 3rd Street (Lot 45 Block 4 Valley Park 5th Add)
- D. Establishing a no parking area along the entire easterly curbline of North Wakefield Avenue

Section 2. This ordinance shall be in full force and effect from and after its passage and after publication according to law.

**PASSED AND APPROVED by the Governing Body of the City of Valley Center, Kansas,
this 7th day of January 2025.**

First Reading: December 17, 2024

Second Reading: January 7, 2025

{SEAL}

James E. Truman, Mayor

ATTEST:

Kristi Carrithers, City Clerk

NEW BUSINESS
RECOMMENDED ACTION

**D. ORDINANCE 1416-24: ESTABLISHMENT OF NO PARKING ZONE ON
WAKEFEILD AVE.:**

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends approval of Ordinance 1416-24 establishing a no parking zone on North Wakefield Ave. for 1st reading.

NEW BUSINESS**E. APPROVAL OF CHANGE ORDER #1- PRAIRIE LAKES PHASE IV:**

Samantha Ghareeb with SEH will present change order #1 for Prairie Lakes Phase IV. This includes the additional culvert added. In addition, a deduction for the change from traditional concrete paving to RCC for the valley gutters, and a charge for additional crushed rock needed behind the curb. Total for this change order is \$14,786.70.

- Change Order #1, Prairie Lakes Phase IV

CHANGE ORDER NO. 1

OWNER	City of Valley Center	DATE	November 26, 2024
CONTRACTOR	McCullough Excavation, Inc.		
ENGINEER	SEH		
Contract	Prairie Lakes Phase IV - Improvements	SEH No.	VALCT 178200
Project	Prairie Lakes		

You are directed to make the following changes in the Contract Documents:

Description:

1. Added crushed rock base to the contract amount.
2. Revision to the required pavement at intersections from 7" Valley Gutter Pavement to Roller Compacted Concrete.
 - a. Also included Additional Curb & Gutter Pavement
3. Additional Temporary Culvert at Seneca Street Entrance

Crushed Rock Base				
	6" Crushed Rock Base	\$775.00	322.0	\$4,286.70
Roller Compacted Concrete				
	Valley Gutter Pavement	\$61.50	276 SY	(\$16,974.00)
	Roller Compacted Concrete	\$47.25	276 SY	\$13,041.00
	Concrete Curb & Gutter	\$16.00	157 LF	\$2,512.00
Temporary Culvert				
	15" CMP	\$100.00	72 LF	\$7,200.00
	15" CMP FES	\$1,000.00	2 EA	\$2,000.00
	Mobilization	\$900.00	1 LS	\$900.00
	Staking	\$750.00	1 LS	\$750.00
	6" Crushed Rock Base	\$9.00	37 SY	\$333.00
	7" Valley Gutter Pavements	\$61.50	12 SY	\$738.00
CHANGE ORDER #1 TOTAL				\$14,786.70

Reason for Change Order:

1. Quantity adjustment from plan quantity to measured field amount.
2. Requested by the Contractor to pave through the intersections with Roller Compacted Concrete, rather than reinforced concrete Valley Gutter per plan. This was approved with City staff coordination and will likely produce a more consistent pavement for these intersections.
3. Drainage concerns arose with neighboring properties during the construction of the project. To alleviate concerns and allow drainage water to flow through the intersection tie-in to Seneca Street, a culvert was added. The culvert is temporary with forthcoming reconstruction of Seneca Street.

Attachments (List of documents supporting change): None.

ITEM	CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES	
		Substantial Completion	Ready for Final Payment
Original Contract Price:	\$1,277,594.90	9/15/2024	10/15/2024
Net increase (decrease) from previous Change Order No. _____ to _____:	\$0.00		-

Net increase (decrease) of this Change Order:	\$14,786.70	9/29/2024	10/29/2024
Contract price with all approved Change Orders:	\$1,292,381.60	9/29/2024	10/29/2024

RECOMMENDED:

SEH, Inc.
PO Box 771062
Wichita, KS 67277

APPROVED:

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

ACCEPTED:

McCullough Excavation, Inc.
910 E. 34th Street
Wichita, KS 67226

By: _____

By: _____

By: R. McCullough _____

Title: Project Engineer

Title: _____

Title: Vice Pres.

Date: _____

Date: _____

Date: 12/03/2024

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NEW BUSINESS
RECOMMENDED ACTION

E. APPROVAL OF CHANGE ORDER #1- PRAIRIE LAKES PHASE IV:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends motion to approve change order #1 for the Prairie Lakes Phase IV in the amount of \$14,786.70 and authorize Mayor of City Administrator to sign.

NEW BUSINESS

F. APPROVAL OF CHANGE ORDER #4-PRAIRIE LAKES DETENTION BASIN:

Samantha Ghareeb with SEH will present Change Order #4 for the Prairie Lakes Detention Basin in the amount of \$21,075.00. This is for additional work associated with alleviating drainage areas that needed additional grading to reduce and mitigate the amount of standing water or areas of very flat grades to best keep positive drainage.

- Change Order #4

CHANGE ORDER NO. 4

OWNER	City of Valley Center	DATE	November 15, 2024
CONTRACTOR	Unruh Excavating, LLC		
ENGINEER	SEH Inc.		
Contract	N/A	SEH No.	IHDEV 164342
Project	Prairie Lakes Regional Detention Basin		

You are directed to make the following changes in the Contract Documents:

Description: Additional work associated with alleviating drainage areas that needed additional grading to reduce and mitigate the amount of standing water or areas of very flat grades to best keep positive drainage.

ITEM	DESCRIPTION	UNIT	UNIT COST	QUANTITY	AMOUNT
CO4 - 1	DRAINAGE WORK – CORING EXISTING BOX FOR PIPE CONNECTION, PIPE INSTALLATION (10 LF)	LS	\$9,950.00	1.0	\$9,950.00
CO4 - 2	ADDITIONAL SITE GRADING ASSOCIATED WITH THE LOW FLOW CHANNEL TO ALLEVIATE STANDING WATER OUTSIDE OF THE CHANNEL AREA AND DIRECTING THIS DRAINAGE INTO THE CHANNEL	LS	\$11,125.00	1.0	\$11,125.00
				TOTAL	\$21,075.00

Reason for Change Order (CO4 – #):

1. This work was directed by the engineer in the northwest corner of the site where some standing water was occurring due to flat grades. With the opportunity to connect to the existing storm sewer structure to create a better flowing swale to this storm sewer system. Contractor was required to core a hole in the existing storm sewer structure, install a short pipe section and adjust grading to flow to this pipe.
2. Site grading in areas adjacent to the main channel through the basin to ensure water that overtops the channel can be directed back into the channel and thereby reducing the amount of standing water and wetland areas outside of the main channel. The contractor was required to add connecting swales to this main channel.

ITEM	CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES	
		Substantial Completion	Ready for Final Payment
Original Contract Price:	\$1,569,899.60	10/1/2022	10/15/2022
Net increase (decrease) from previous Change Order No. <u>1</u> to <u>3</u> :	\$116,966.60	NA	NA
Contract price prior to the Change Order:	\$1,937,111.20	9/30/2024	10/15/2024
Net increase (decrease) of this Change Order:	\$21,075.00	NA	NA
Contract price with all approved Change Orders:	\$1,958,186.20	9/30/2024	10/15/2024

RECOMMENDED:

SEH
Design Engineer

By: _____

Title: Project Engineer

Date: November 15, 2024

APPROVED:

City of Valley Center
Owner

By: _____

Title: _____

Date: _____

ACCEPTED:

Unruh Excavating, LLC
Contractor

By: Randal Holdeman

Title: Project Manager

Date: 11/15/2024

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NEW BUSINESS
RECOMMENDED ACTION

**F. APPROVAL OF CHANGE ORDER #4-PRAIRIE LAKES DETENTION
BASIN:**

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends motion to approve change order #4 for the Prairie Lakes Detention Pond in the amount of \$21,075.00 and authorize Mayor or City Administrator to sign.

NEW BUSINESS

G. APPROVAL OF FINAL PAY APP FOR PRAIRIE LAKES DETENTION BASIN:

Staff requests approval of payment of final invoice in the amount of \$97,909.40 for the Prairie Lakes Regional Detention Basin and Erosion Control Improvements.

- Final invoice

TO OWNER/CLIENT:

City of Valley Center
121 S. Meridian Ave.
Valley Center, Kansas 67147

PROJECT:

Prairie Lakes Regional Detention Basin and
Erosion Control Improvements
8250 N Seneca St
Valley Center, Kansas 67147

APPLICATION NO: 12

INVOICE NO: 12 Final

PERIOD: 10/01/24 - 11/30/24

PROJECT NO: 7165

FROM CONTRACTOR:

Unruh Excavating, LLC
10028 North Hertzler Road
Moundridge, Kansas 67107

VIA ARCHITECT/ENGINEER:

Jake Vasa (Short Elliott Hendrickson Inc.)

CONTRACT DATE:

CONTRACT FOR: Prairie Lakes Regional Detention Basin and Erosion Control Improvements

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$1,569,899.60
2. Net change by change orders	\$388,286.60
3. Contract Sum to date (Line 1 ± 2)	\$1,958,186.20
4. Total completed and stored to date (Column G on detail sheet)	\$1,958,186.20
5. Retainage:	
a. 0.00% of completed work	\$0.00
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$0.00
6. Total earned less retainage (Line 4 less Line 5 Total)	\$1,958,186.20
7. Less previous certificates for payment (Line 6 from prior certificate)	\$1,860,276.80
8. Current payment due:	\$97,909.40
9. Balance to finish, including retainage (Line 3 less Line 6)	\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$388,286.60	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$388,286.60	\$0.00
Net change by change orders:	\$388,286.60	

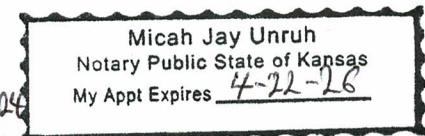
The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Unruh Excavating, LLC

By:

*Randal Holla*Date: 11/20/2024State of: KansasCounty of: Harvey

Subscribed and sworn to before

me this 20th day of November, 2024Notary Public: Micah Jay UnruhMy commission expires: 4-22-26

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED:

\$97,909.40

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

*Jake Vasa*Date: 11/25/2024

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER: 12

Contractor's signed Certification is attached.

APPLICATION DATE: 11/20/2024

Use Column I on Contracts where variable retainage for line items apply.

PERIOD: 10/01/24 - 11/30/24

Contract Lines

ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	C			D		E		MATERIALS PRESENTLY STORED (NOT IN D OR E)	G			BALANCE TO FINISH (C - G)	RETAINAGE			
			SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D + E + F)							
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE	% (G / C)					
1	4100-1.O Mobilization. Other	Mobilization	1.0	\$22,175.00	\$22,175.00	1.0	\$22,175.00	0.0	\$0.00	\$0.00	1.0	\$22,175.00	100.00%	\$0.00	\$0.00			
2	4100-4.E Clearing & Grubbing.Equ ipment	Topsoil (Established Quantity)	7339 5.0	\$2.00	\$146,790.00	7339 5.0	\$146,790.00	0.0	\$0.00	\$0.00	7339 5.0	\$146,790.00	100.00%	\$0.00	\$0.00			
3	4100-6.E Excavation.E quipment	Excavation (Established Quantity)	5551 00.0	\$1.50	\$832,650.00	5551 00.0	\$832,650.00	0.0	\$0.00	\$0.00	5551 00.0	\$832,650.00	100.00%	\$0.00	\$0.00			
4	4100-7.E Compacted Fill.Equipmen t	Compacted Fill (Established Quantity - 1.15 Fill Factor)	4826 95.0	\$0.30	\$144,808.50	4826 95.0	\$144,808.50	0.0	\$0.00	\$0.00	4826 95.0	\$144,808.50	100.00%	\$0.00	\$0.00			
5	4100-5.E Site Work.Equipm ent	Build Clay Liner (6" Compacted)	2215 0.0	\$1.55	\$34,332.50	2215 0.0	\$34,332.50	0.0	\$0.00	\$0.00	2215 0.0	\$34,332.50	100.00%	\$0.00	\$0.00			
6	4100-5.S Site Work.Commit ment	Adjust Manhole to Grade	2.0	\$8,275.00	\$16,550.00	2.0	\$16,550.00	0.0	\$0.00	\$0.00	2.0	\$16,550.00	100.00%	\$0.00	\$0.00			
7	4100-5.E Site Work.Equipm ent	Adjust Oil Well to Grade	2.0	\$350.00	\$700.00	2.0	\$700.00	0.0	\$0.00	\$0.00	2.0	\$700.00	100.00%	\$0.00	\$0.00			
8	4100-5.L Site Work.Labor	Cap Oil Well	1.0	\$225.00	\$225.00	1.0	\$225.00	0.0	\$0.00	\$0.00	1.0	\$225.00	100.00%	\$0.00	\$0.00			
9	4100-5.E Site Work.Equipm ent	Locate and Mark Oil Well	11.0	\$975.00	\$10,725.00	11.0	\$10,725.00	0.0	\$0.00	\$0.00	11.0	\$10,725.00	100.00%	\$0.00	\$0.00			
10	4100-3.E Demolition.E quipment	Remove CMP Culvert w/Flapgate	50.0	\$3.50	\$175.00	50.0	\$175.00	0.0	\$0.00	\$0.00	50.0	\$175.00	100.00%	\$0.00	\$0.00			
11	4100-3.E Demolition.E quipment	Remove Concrete Flume	1.0	\$375.00	\$375.00	1.0	\$375.00	0.0	\$0.00	\$0.00	1.0	\$375.00	100.00%	\$0.00	\$0.00			
12	4100-3.S Demolition.C ommitment	Remove 24" RCP FES	1.0	\$375.00	\$375.00	1.0	\$375.00	0.0	\$0.00	\$0.00	1.0	\$375.00	100.00%	\$0.00	\$0.00			
13	4100-3.E Demolition.E quipment	Remove Sheet Piling Weir	1.0	\$3,300.00	\$3,300.00	1.0	\$3,300.00	0.0	\$0.00	\$0.00	1.0	\$3,300.00	100.00%	\$0.00	\$0.00			
14	4100-5.S	Construct Outlet Structure (4' x 4')	1.0	\$4,000.00	\$4,000.00	1.0	\$4,000.00	0.0	\$0.00	\$0.00	1.0	\$4,000.00	100.00%	\$0.00	\$0.00			

A	B	C			D		E		F	G			H	I	
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)			BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE	% (G / C)		
	Site Work.Commitment														
15	4100-5.S Site Work.Commitment	Construct 15" HDPE Culvert	1240.0	\$23.00	\$28,520.00	1240.0	\$28,520.00	0.0	\$0.00	\$0.00	1240.0	\$28,520.00	100.00%	\$0.00	\$0.00
16	4100-3.E Demolition.Equipment	Remove Bollard	56.0	\$65.00	\$3,640.00	56.0	\$3,640.00	0.0	\$0.00	\$0.00	56.0	\$3,640.00	100.00%	\$0.00	\$0.00
17	4100-5.S Site Work.Commitment	Construct Silt Fence	1010.0	\$1.25	\$12,625.00	1010.0	\$12,625.00	0.0	\$0.00	\$0.00	1010.0	\$12,625.00	100.00%	\$0.00	\$0.00
18	4100-5.S Site Work.Commitment	Install Inlet Protection	10.0	\$150.00	\$1,500.00	10.0	\$1,500.00	0.0	\$0.00	\$0.00	10.0	\$1,500.00	100.00%	\$0.00	\$0.00
19	4100-5.E Site Work.Equipment	Build Sediment Basin A	1.0	\$475.00	\$475.00	1.0	\$475.00	0.0	\$0.00	\$0.00	1.0	\$475.00	100.00%	\$0.00	\$0.00
20	4100-5.E Site Work.Equipment	Build Sediment Basin B	1.0	\$2,115.00	\$2,115.00	1.0	\$2,115.00	0.0	\$0.00	\$0.00	1.0	\$2,115.00	100.00%	\$0.00	\$0.00
21	4100-5.E Site Work.Equipment	Build Sediment Basin C	1.0	\$1,425.00	\$1,425.00	1.0	\$1,425.00	0.0	\$0.00	\$0.00	1.0	\$1,425.00	100.00%	\$0.00	\$0.00
22	4100-5.E Site Work.Equipment	Build Sediment Basin D	1.0	\$475.00	\$475.00	1.0	\$475.00	0.0	\$0.00	\$0.00	1.0	\$475.00	100.00%	\$0.00	\$0.00
23	4100-5.L Site Work.Labor	SWPPP Inspections	25.0	\$155.00	\$3,875.00	25.0	\$3,875.00	0.0	\$0.00	\$0.00	25.0	\$3,875.00	100.00%	\$0.00	\$0.00
24	4100-5.S Site Work.Commitment	Mulching	380.0	\$255.00	\$96,900.00	380.0	\$96,900.00	0.0	\$0.00	\$0.00	380.0	\$96,900.00	100.00%	\$0.00	\$0.00
25	4100-5.S Site Work.Commitment	Construct Wattle	14.0	\$150.00	\$2,100.00	14.0	\$2,100.00	0.0	\$0.00	\$0.00	14.0	\$2,100.00	100.00%	\$0.00	\$0.00
26	4100-5.S Site Work.Commitment	Construct S75 Erosion Control Blanket	3631.10	\$1.10	\$39,942.10	3631.10	\$39,942.10	0.0	\$0.00	\$0.00	3631.10	\$39,942.10	100.00%	\$0.00	\$0.00
27	4100-5.S Site Work.Commitment	Construct C700 Erosion Control Blanket	4600.0	\$6.05	\$27,830.00	4600.0	\$27,830.00	0.0	\$0.00	\$0.00	4600.0	\$27,830.00	100.00%	\$0.00	\$0.00

A	B	C			D		E		F	G			H	I		
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)			BALANCE TO FINISH (C - G)	RETAINAGE	
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE	% (G / C)			
28	4100-8.E Materials.Equipment	Rip Rap Flume	1.0	\$3,535.00	\$3,535.00	1.0	\$3,535.00	0.0	\$0.00	\$0.00	1.0	\$3,535.00	100.00%	\$0.00	\$0.00	
29	4100-8.E Materials.Equipment	Rip Rap Ditch Check	2.0	\$2,445.00	\$4,890.00	2.0	\$4,890.00	0.0	\$0.00	\$0.00	2.0	\$4,890.00	100.00%	\$0.00	\$0.00	
30	4100-8.E Materials.Equipment	Rip Rap Weir	300.0	\$42.15	\$12,645.00	300.0	\$12,645.00	0.0	\$0.00	\$0.00	300.0	\$12,645.00	100.00%	\$0.00	\$0.00	
31	4100-8.E Materials.Equipment	Construct Rip Rap Grade Drop	1.0	\$7,675.00	\$7,675.00	1.0	\$7,675.00	0.0	\$0.00	\$0.00	1.0	\$7,675.00	100.00%	\$0.00	\$0.00	
32	4100-5.S Site Work.Commitment	Development Area Seeding	132.2	\$460.00	\$60,812.00	132.2	\$60,812.00	0.0	\$0.00	\$0.00	132.2	\$60,812.00	100.00%	\$0.00	\$0.00	
33	4100-5.S Site Work.Commitment	Basin Area Seeding	51.7	\$435.00	\$22,489.50	51.7	\$22,489.50	0.0	\$0.00	\$0.00	51.7	\$22,489.50	100.00%	\$0.00	\$0.00	
34	4100-8.E Materials.Equipment	Construction Entrance	4.0	\$1,250.00	\$5,000.00	4.0	\$5,000.00	0.0	\$0.00	\$0.00	4.0	\$5,000.00	100.00%	\$0.00	\$0.00	
35	4100-8.E Materials.Equipment	Rip Rap Outlet Weir	125.0	\$40.00	\$5,000.00	125.0	\$5,000.00	0.0	\$0.00	\$0.00	125.0	\$5,000.00	100.00%	\$0.00	\$0.00	
36	4100-5.S Site Work.Commitment	Temporary Seeding	50.0	\$185.00	\$9,250.00	50.0	\$9,250.00	0.0	\$0.00	\$0.00	50.0	\$9,250.00	100.00%	\$0.00	\$0.00	
37			1.0	\$0.00	\$0.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	100.00%	\$0.00	\$0.00	
TOTALS:			\$1,569,899.60			\$1,569,899.60		\$0.00		\$0.00	\$1,569,899.60			100.00%	\$0.00	\$0.00

Change Orders

A	B	C			D		E		F	G			H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)			BALANCE TO FINISH (C - G)	RETAINAGE
		QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE	% (G / C)		
38	PCCO#001													
38.1	PCO#001													
38.1.1	4100-5.E Site Work.Equipment Construct Clay Liner (6")	2215.0.0	\$0.78	\$17,277.00	2215.0.0	\$17,277.00	0.0	\$0.00	\$0.00	2215.0.0	\$17,277.00	100.00%	\$0.00	\$0.00
39	PCCO#002													
39.1	PCO#002													
39.1.1	4100-4.E Clearing & Grubbing.Equipment Site Clearing	1.0	\$4,245.00	\$4,245.00	1.0	\$4,245.00	0.0	\$0.00	\$0.00	1.0	\$4,245.00	100.00%	\$0.00	\$0.00

A	B	C			D		E		F	G			H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)			BALANCE TO FINISH (C - G)	RETAINAGE
		QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE	% (G / C)		
39.1.2	4100-6.E Excavation.Equipment Excavation for Existing Pond (approx 15,252cy's)	1.0	\$42,195.00	\$42,195.00	1.0	\$42,195.00	0.0	\$0.00	\$0.00	1.0	\$42,195.00	100.00%	\$0.00	\$0.00
39.1.3	4100-5.E Site Work.Equipment Dewatering for Excavation	1.0	\$15,515.00	\$15,515.00	1.0	\$15,515.00	0.0	\$0.00	\$0.00	1.0	\$15,515.00	100.00%	\$0.00	\$0.00
39.1.4	4100-5.E Site Work.Equipment Construct Clay Liner (18")	1546 5.0	\$2.44	\$37,734.60	1546 5.0	\$37,734.60	0.0	\$0.00	\$0.00	1546 5.0	\$37,734.60	100.00%	\$0.00	\$0.00
40	PCCO#003													
40.1	PCO#003													
40.1.1	4100-1.E Mobilization.Equipment Additional Mobilization (Unruh Excavating)	1.0	\$73,675.00	\$73,675.00	0.0	\$73,675.00	0.0	\$0.00	\$0.00	0.0	\$73,675.00	100.00%	\$0.00	\$0.00
40.1.2	4100-4.E Clearing & Grubbing.Equipment Additional Site Clearing & Grubbing	1.0	\$39,325.00	\$39,325.00	0.0	\$39,325.00	0.0	\$0.00	\$0.00	0.0	\$39,325.00	100.00%	\$0.00	\$0.00
40.1.3	4100-5.E Site Work.Equipment Additional Grading for Naturalized Channel	1.0	\$32,275.00	\$32,275.00	0.0	\$32,275.00	0.0	\$0.00	\$0.00	0.0	\$32,275.00	100.00%	\$0.00	\$0.00
40.1.4	4100-7.E Compacted Fill.Equipment Additional Compacted Fill Costs for Dryer Conditions	1.0	\$71,725.00	\$71,725.00	0.0	\$71,725.00	0.0	\$0.00	\$0.00	0.0	\$71,725.00	100.00%	\$0.00	\$0.00
40.1.5	4100-5.S Site Work.Commitment Seneca Bridge Scour Rgrade	1.0	\$2,500.00	\$2,500.00	0.0	\$2,500.00	0.0	\$0.00	\$0.00	0.0	\$2,500.00	100.00%	\$0.00	\$0.00
40.1.6	4100-1.S Mobilization.Commitment Additional Mobilization and Costs (Pipe Subcontractor)	1.0	\$2,895.00	\$2,895.00	0.0	\$2,895.00	0.0	\$0.00	\$0.00	0.0	\$2,895.00	100.00%	\$0.00	\$0.00
40.1.7	4100-5.S Site Work.Commitment Additional Mobilization and Costs (Seeding Contractor)	1.0	\$27,850.00	\$27,850.00	0.0	\$27,850.00	0.0	\$0.00	\$0.00	0.0	\$27,850.00	100.00%	\$0.00	\$0.00
41	PCCO#004													
41.1	PCO#005													
41.1.1	4100-5.S Site Work.Commitment Northwest Drainage Work Including Coring Inlet Box and Installing Pipe	1.0	\$9,950.00	\$9,950.00	1.0	\$9,950.00	0.0	\$0.00	\$0.00	1.0	\$9,950.00	100.00%	\$0.00	\$0.00
41.2	PCO#006													
41.2.1	4100-5.E Site Work.Equipment Detention Basin Ditch Work	1.0	\$11,125.00	\$11,125.00	1.0	\$11,125.00	0.0	\$0.00	\$0.00	1.0	\$11,125.00	100.00%	\$0.00	\$0.00
TOTALS:		\$388,286.60			\$388,286.60		\$0.00		\$0.00	\$388,286.60		100.00%	\$0.00	\$0.00

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
	GRAND TOTALS:	\$1,958,186.20	\$1,958,186.20	\$0.00	\$0.00	\$1,958,186.20	100.00%	\$0.00	\$0.00

NEW BUSINESS
RECOMMENDED ACTION

**G. APPROVAL OF FINAL PAY APP FOR PRAIRIE LAKES
DETENTION BASIN:**

Should Council choose to proceed,

RECOMMENDED ACTION:

**Staff recommends approval of payment of final pay app for Prairie Lakes
Regional Detention Basin and Erosion Control Improvements in the amount
of \$97,909.40.**

NEW BUSINESS

H. RESOLUTION 772-24: G.A.A.P. WAIVER:

Finance Director Miller requests approval of G.A.A.P. Waiver as needed on annual basis.

- Resolution 772-24

RESOLUTION 772-24

A RESOLUTION FINDING THAT FINANCIAL STATEMENTS AND REPORTS PREPARED IN CONFORMITY TO GENERALLY ACCEPTED ACCOUNTING PRINCIPLES ARE NOT RELEVANT TO THE REQUIREMENTS OF THE CASH BASIS AND BUDGET LAWS OF THE STATE AND ARE OF NO SIGNIFICANT VALUE TO THE GOVERNING BODY OR MEMBERS OF THE GENERAL PUBLIC OF THE CITY OF VALLEY CENTER.

WHEREAS the Governing Body of the City of Valley Center, Kansas, has determined that the financial statements and financial reports for the year ended 2025 to be prepared in conformity with the requirements of K.S.A. 75-1120a(a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the Governing Body or the members of the general public of the City of Valley Center and

WHEREAS there are no revenue bond ordinances or resolutions or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with K.S.A. 75-1120a(a) for the year ended 2025.

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

SECTION 1. That the Governing Body waives the requirements of K.S.A. 75-1120a(a) as they apply to the City of Valley Center for the year ended 2025.

SECTION 2. That the Governing Body shall cause the financial statements and financial reports of the City of Valley Center to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

ADOPTED AND APPROVED by the governing body of the City of Valley Center, Kansas this 17th day of December, 2024.

{SEAL}

James E. Truman, Mayor

ATTEST:

Kristi Carrithers, City Clerk

NEW BUSINESS
RECOMMENDED ACTION

H. RESOLUTION 772-24: G.A.A.P. WAIVER:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion to approve Resolution 772-24; G.A.A.P. waiver.

NEW BUSINESS

I. DESIGNATION OF ACCOUNT SIGNERS-INTRUST, HALSTEAD, EMPRISE, LEGACY AND FIDELITY BANKS:

The resignation of City Treasurer Desirae Womack requires new signers be designated for checking accounts at Halstead Bank, Intrust Bank, Legacy Bank, Fidelity Bank and Emprise Bank. Miller requests official action to authorize persons to sign checks. The following people are requested:

C. Clint Miller – Finance Director

Brent Clark – City Administrator

James (Jet) Truman – Mayor

Ben Anderson – Council President

➤ Signature Cards for Banks

ACCOUNT INFORMATION
NOW ACCOUNT

The Halstead Bank
 314 Main St
 Halstead, Kansas 67056
 (316)830-2226
www.halsteadbank.com

ACCOUNT TITLE AND ADDRESS

VALLEY CENTER CITY OF
 PO BOX 188
 VALLEY CENTER, KS 67147-0188

This is a Change to an Existing Account Information, NOW Account, effective December 5, 2024.

ACCOUNT OPEN DATE	ACCOUNT NUMBER	OWNERSHIP TYPE	PRODUCT NAME	REVISED BY	INITIAL DEPOSIT
November 29, 2018		Governmental Entity	SN PUBLIC FUNDS CHECKING	nnt155	\$795,337.02

GOVERNMENTAL ENTITY INFORMATION

Name: VALLEY CENTER CITY OF
 Address: PO BOX 188
 VALLEY CENTER, KS 67147-0188

Resolution Date: June 18, 2024

OFAC: No

ChexSystems: No

Customer does not engage in Internet Gambling.

DEFINITIONS. "You," "your," and "account owner" refer to the Customer and the terms "we," "us," and "our" refer to the Bank, The Halstead Bank.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

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

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

ACKNOWLEDGMENT. By signing this document, you acknowledge that you have opened the type of account designated above. The undersigned certify that all information provided to the Bank is true and accurate. As the account is in the name of a business entity, you acknowledge that you are acting on behalf of the business entity, and with respect to which you have legal authority to transact business. All signers authorize this Bank to make inquiries from any consumer reporting agency, including a check protection service, in connection with this account. You also acknowledge that you have requested a change to your account and the terms of the Account Agreement and the Disclosures related to your existing account have been revised in their entirety effective on December 5, 2024.

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

- Substitute Check Policy Disclosure
- Funds Availability Policy Disclosure
- Electronic Fund Transfer Disclosure and Agreement
- TIS - SUPER NOW CHECKING - PUBLIC FUNDS
- Fee Schedule
- Privacy Policy (if a copy was not previously provided to you)

Three Signers Required for Withdrawals

VALLEY CENTER CITY OF

By: BENJAMIN JOSEPH ANDERSON
 Its: COUNCIL PRESIDENT

By: JEFF TRUMAN
 Its: MAYOR

By: BRINNEE GLECK
 Its: CITY ADMIN

By: CHAD CLINTON MILLER

Signer:

Address:

Title/Capacity:

mail.com

Identification Docu

Drivers License:

ID Issued By: Sta

ID Issuing Location:

ID Issue Date: Au

ID Expiration: Se

Signer:

Address:

Title/Capacity:

t.net

Signer:

Address:

Title/Capacity:

Signer:

Address:

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

Under penalties of perjury, I certify that:

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

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

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

Signature of U.S. person:

Exemptions (see IRS Form W-9 instructions):

Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____**Signature****Date**

RESOLUTION
GOVERNMENTAL ENTITY

The Halstead Bank
314 Main St
Halstead, Kansas 67056
(316)830-2226
www.halsteadbank.com

GOVERNMENTAL ENTITY NAME AND ADDRESS

VALLEY CENTER CITY OF
PO BOX 188
VALLEY CENTER, KS 67147-0188

This Resolution supersedes all previous Resolutions, effective June 18, 2024.

DATE OF RESOLUTION	ACCOUNT NUMBER	TAX IDENTIFICATION NUMBER	BANK REPRESENTATIVE
June 18, 2024	Deposit Account [REDACTED]		mnt155

By signing below, we certify to The Halstead Bank ("Financial Institution") that: we are the MAYOR, CITY ADMIN, FINANCIAL DIRECTOR, and COUNCIL PRESIDENT of the above named Governmental Entity ("Entity"), validly chartered and operating under the laws of the State of Kansas; the following is a true and complete copy of the Resolution, properly adopted at a duly called open legal meeting of the officers of the Entity held on June 18, 2024 in accordance with the charter of the Entity, if any; this Resolution is contained in the minutes of that meeting and that such Resolution is still in force and effect and has not been amended or rescinded, and was and still is in accordance with the charter of the Entity, if any; the Financial Institution has been provided a true and complete copy of the charter of the Entity, if any, as in effect as of the date of this Resolution; provided below are the correct names, titles, and genuine signatures of the persons authorized to exercise the powers provided in the Resolution ("Authorized Signers"); and the Financial Institution may rely upon our certification as to our authority to execute this Resolution and to make the representations in this Resolution.

IT IS RESOLVED:

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

BORROW MONEY. As in their judgment, to borrow from time to time from this Financial Institution, on such terms as may be agreed upon between the Entity and Financial Institution, such sum or sums of money without limitation.

Number of signers required: 3

EXECUTE NOTES. To execute and deliver to Financial Institution the promissory note(s), or other evidence of credit accommodations of the Entity, on Financial Institution's forms, at such rates of interest and on such terms as may be agreed upon evidencing the sums of money so borrowed or any indebtedness of the Entity to Financial Institution, and also to execute and deliver to Financial Institution one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Number of signers required: 3

GRANT SECURITY. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Financial Institution, as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed including any amendments to or modifications, renewals, and extensions of such promissory notes, or any other or further indebtedness of the Entity to Financial Institution at any time owing, however the same may be evidenced, any property now or hereafter belonging to the Entity or in which the Entity now or hereafter may have an interest, including without limitation all real property and all personal property (tangible or intangible) of the Entity. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated, or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated, or encumbered.

Number of signers required: 3

EXECUTE SECURITY DOCUMENTS. To execute and deliver to Financial Institution the forms of mortgage, deed of trust, pledge, agreement, hypothecation agreement, and other security agreements and financing statements which may be submitted by Financial Institution, and which shall evidence the terms and conditions under and pursuant to which liens and encumbrances, or any of them are given; and also to execute and deliver to Financial Institution any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which they may at their discretion deem reasonably necessary or proper in connection with or pertaining to the giving of liens and encumbrances. Notwithstanding the foregoing, any one of the authorized persons may execute, deliver, or record financing statements.

Number of signers required: 3

NEGOTIATE ITEMS. To draw, endorse, and discount with Financial Institution all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Entity in which the Entity may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the account of the Entity with Financial Institution, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

Number of signers required: 3

ADVANCE UNDER LINE OF CREDIT. In the case of lines of credit, to designate additional or alternative individuals as being authorized to request advances thereunder, and in all cases, to perform such other acts and things, to pay any and all fees and costs, and to

execute and deliver such other documents and agreements, (including agreements waiving the right to a trial by jury) as they may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of these Resolutions. The persons indicated herein are currently authorized to request advances and authorize payments under the line of credit until Financial Institution receives written notice or revocation of their authority.

Number of signers required: 3

ENTER INTO LEASE AGREEMENTS. To enter into any form of personal property or fixture lease with Financial Institution, upon such terms as this Entity and Financial Institution may agree.

Number of signers required: 3

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

- **Account Opening and Maintenance.** Open and maintain the Entity account(s).

Number of signers required: 3

- **Make Deposits.** Make deposits to the Entity account(s).

Number of signers required: 3

- **Endorsements.** Endorse for negotiation, negotiate, and receive the proceeds of any negotiable instrument, check, draft, or order for the payment of money payable to or belonging to the Entity, by writing, stamp, or other means permitted by this Resolution without the designation of the person endorsing.

Number of signers required: 3

- **Make withdrawals.** Make withdrawals from the Entity account(s) in any manner permitted by the account(s) regardless whether such action will create or increase an overdraft of the involved account.

Number of signers required: 3

- **Transfer Funds.** Transfer funds from the Entity account(s) in Financial Institution to any account whether or not held at this Financial Institution and whether or not held by this Entity and execute any agreements related to such transfers.

Number of signers required: 3

- **Approve, Endorse, Guarantee and Identify Payees.** Approve, endorse, guarantee, and identify the endorsement of any payee or any endorser of any negotiable instrument, check, draft, or order for the payment of money whether drawn by the Entity or anyone else and guarantee the payment of any negotiable instrument, check, draft, or order for the payment of money.

Number of signers required: 3

- **Delegate Authority.** Delegate to others the authority to approve, endorse, guarantee, and identify the endorsement of any payee or endorser on any negotiable instrument, check, draft, or order for the payment of money and to guarantee the payment of any such negotiable instrument, check, draft, or order for the payment of money.

Number of signers required: 3

SAFE DEPOSIT BOX. Lease a Safe Deposit Box(es) with Financial Institution, make inspections of, deposits to and removals from the Box(es), and exercise all rights and be subject to all responsibilities under the Lease.

Number of signers required: 3

NIGHT DEPOSITORY. Enter into a Night Depository Agreement with Financial Institution and exercise all rights and be subject to all responsibilities under the Agreement.

Number of signers required: 3

LOCKBOX. Enter into a Lockbox Agreement with Financial Institution and exercise all rights and be subject to all responsibilities under the Agreement.

Number of signers required: 3

DEBIT CARD/ACCESS CARD. Apply for, receive and utilize debit, automated teller machine cards, or other access devices to exercise those powers authorized by this Resolution or other Resolutions then in effect.

Number of signers required: 3

CASH MANAGEMENT. Enter into a cash management agreement or applicable agreement(s) with Financial Institution and exercise all rights and be subject to all responsibilities under the agreement(s).

Number of signers required: 3

TREASURY MANAGEMENT. Enter into a treasury management services agreement or applicable agreement(s) with Financial Institution and exercise all rights and be subject to all responsibilities under the agreement(s).

Number of signers required: 3

IT IS FURTHER RESOLVED THAT:

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

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

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

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

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

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

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

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

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

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

DESIGNATION OF AUTHORIZED SIGNERS

NAME/TITLE	SIGNATURE	AUTHORITY CODE/LIMITATIONS
BENJAMIN JOSEPH ANDERSON COUNCIL PRESIDENT		Borrow Money; Execute Notes; Grant Security; Execute Security; Negotiate Items; LOC Advances; Lease Agreements; Account Opening and Maintenance; Lease Safe; Night Depository; Lockbox; Debit Card/Access Card; Cash Management; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority; Treasury Management
JET TRUMAN MAYOR		Borrow Money; Execute Notes; Grant Security; Execute Security; Negotiate Items; LOC Advances; Lease Agreements; Account Opening and Maintenance; Lease Safe; Night Depository; Lockbox; Debit

		Card/Access Card; Cash Management; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority; Treasury Management
BRENT E. CLARK CITY ADMIN		Borrow Money; Execute Notes; Grant Security; Execute Security; Negotiate Items; LOC Advances; Lease Agreements; Account Opening and Maintenance; Lease Safe; Night Depository; Lockbox; Debit Card/Access Card; Cash Management; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority; Treasury Management
CHAD CLINT MILLER FINANCIAL DIRECTOR		Borrow Money; Execute Notes; Grant Security; Execute Security; Negotiate Items; LOC Advances; Lease Agreements; Account Opening and Maintenance; Lease Safe; Night Depository; Lockbox; Debit Card/Access Card; Cash Management; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority; Treasury Management

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

JET TRUMAN
MAYOR

BRENT E. CLARK
CITY ADMIN

CHAD CLINT MILLER
FINANCIAL DIRECTOR

BENJAMIN J. ANDERSON
COUNCIL PRESIDENT

**RESOLUTION
CORPORATION**

Emprise Bank
100 N Meridian Ave
Valley Center, Kansas 67147
(316)383-4301

BUSINESS ENTITY NAME AND ADDRESS

City of Valley Center
PO Box 188
Valley Center, KS 67147

This Resolution supersedes all previous Resolutions, effective December 5, 2024.

DATE OF RESOLUTION	ACCOUNT NUMBER	Tax Identification Number
September 11, 2024		XX-XXX4786

By signing below, I certify to Emprise Bank ("Financial Institution") that: I am the Certifier of the above named for profit Corporation ("Corporation"), validly organized and operating under the laws of the State of Kansas; the following is a true and complete copy of the Resolution, properly adopted at a duly called meeting held on December 5, 2024 by a quorum of the Corporation's Board of Directors in accordance with the By-Laws of the Corporation, if any; this Resolution is contained in the minutes of that meeting and that such Resolution is still in force and effect and has not been amended or rescinded, and was and still is in accordance with the By-Laws of the Corporation, if any; the Financial Institution has been provided a true and complete copy of the Articles or Certificate of Incorporation and the By-Laws of the Corporation, if any, as in effect as of the date of this Resolution; provided below are the correct names, titles, and genuine signatures of the persons authorized to exercise the powers provided in the Resolution ("Authorized Signers"); and the Financial Institution may rely upon my certification as to my authority to execute this Resolution and to make the representations in this Resolution.

IT IS RESOLVED:

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

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

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

IT IS FURTHER RESOLVED THAT:

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

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



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

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

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

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

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

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

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

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



DESIGNATION OF AUTHORIZED SIGNERS

NAME/TITLE	SIGNATURE	AUTHORITY CODE/LIMITATIONS
Ben Anderson City Council President		Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority
Brent E Clark City Administrator		Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority
Chad Clinton Miller Finance Director		Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority
James Truman City Mayor		Account Opening and Maintenance; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority

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

Chad Clinton Miller
Certifier

Date



ACCOUNT INFORMATION
TIME DEPOSIT ACCOUNT

Emprise Bank
100 N Meridian Ave
Valley Center, Kansas 67147
(316)383-4301

ACCOUNT TITLE AND ADDRESS

City of Valley Center
PO Box 188
Valley Center, KS 67147

This is a Change to an Existing Account Information, Time Deposit Account, effective December 5, 2024.

ACCOUNT OPEN DATE	ACCOUNT NUMBER	OWNERSHIP TYPE	PRODUCT NAME	INITIAL DEPOSIT	
March 11, 2005		Corporation Tax Classification:	BUS CD 1 YEAR	\$100,030.14	
TERM	MATURITY DATE	RENEWAL OPTION	CURRENT RATE	INTEREST PAYMENT	CURRENT BALANCE
12 Months	October 31, 2025	Automatic at Maturity	4.025%	Capitalize	\$115,464.17

BUSINESS ENTITY INFORMATION

Name:	City of Valley Center	Business Filing State:	KS
Address:	PO Box 188	Date Established:	April 24, 1991
	Valley Center, KS 67147	Nature of Business:	Government Entity
E-Mail Address:	cmiller@valleycenterks.org	NAICS/ISIC Code:	921190
Contact Name:	Chad Clinton Miller	Resolution Date:	September 11, 2024
Contact Title:	Finance Director		Customer does not engage in Internet Gambling.
Contact Phone:	(316)519-7677		
Contact E-Mail:	cmiller@valleycenterks.org		

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

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

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

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

ACKNOWLEDGMENT. By signing this document, you acknowledge that you have opened the type of account designated above. The undersigned certify that all information provided to the Bank is true and accurate. As the account is in the name of a business entity, you acknowledge that you are acting on behalf of the business entity, and with respect to which you have legal authority to transact business. You also acknowledge that you have requested a change to your account and the terms of the Account Agreement and the Disclosures related to your existing account have been revised in their entirety effective on December 5, 2024.

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

- Truth In Savings Disclosure
- Schedule of Charges
- Receipt of Time Deposit

One Signer Required for Withdrawals

City of Valley Center

By: Ben Anderson
Its: City Council President

Date

By: Brent E Clark
Its: City Administrator

Date

By: Chad Clinton Miller
Its: Finance Director

Date

By: James Truman
Its: City Mayor

Date



Signer:	Ben Anderson	Tax ID Number:
Address:		Date of Birth:
Title/Cap		Cellular:
Identificat		Email Address:
DL: K02		
ID Issuing		
ID Issue I		
ID Expirat		
Signer:	Brent E Clark	Tax ID Number:
Address:		Date of Birth:
Title/Cap		Business:
Identificat		Email Address:
DL: K04-0		
ID Issuing		
ID Issue D		
ID Expirat		
Signer:	Chad Clinton Miller	Tax ID Number:
Address:		Date of Birth:
Title/Cap		Not Assigned:
Identificat		Email Address:
DL: K01		
ID Issuing		
ID Issue D		
ID Expirat		
Signer:	James Truman	Tax ID Number:
Address:		Date of Birth:
Title/C		Cellular:
Identifi		Email Address:
DL: K		
ID Issu		
ID Issu		
ID Exp		



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

Under penalties of perjury, I certify that:

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

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

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

Signature of U.S. person:

Exemptions (see IRS Form W-9 instructions):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

Chad Clinton Miller

Date





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):

123-4567-89012345

Email: cmiller@valleycenterks.org

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: City of Valley Center - Mayor

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: City of Valley Center - Council President

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

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:

AM PM Eastern Central Mountain Pacific
(insert time) (check AM or PM) (check time zone)

Daylight Saving Time applies when nationally in effect unless checked here

on the CDARS Order Date on the Business Day before the CDARS Order Date on (other): _____
(check one)

2. CDARS Funding Time

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

the CDARS
Placement Request Time other: _____

(check one)

3. CDARS Allocation Contact s

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	
INTRUST Bank NA	Wichita, KS	
Emprise Bank	Wichita, KS	

(Add lines if necessary.)

Signature of sole or primary Depositor

Name	Title or Legal Capacity
Brent Clark	City Administrator
James Jet Truman	Mayor
Ben Anderson	Council President
Chad C Miller	Finance Director

(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 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: City of Valley Center - Mayor

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: City of Valley Center - Council President

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

(Add signature lines as needed.)



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: City of Valley Center - Mayor

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: City of Valley Center - Council President

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

(Add signature lines as needed.)



Schedule 1 to ICS Deposit Placement Agreement

Program Deposits and Program Withdrawals

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

1. Specified Terms

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

Target Balance	Minimum Sweep Amount	Minimum Return Amount
\$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	
INTRUST Bank NA	Wichita, KS	
Emprise Bank	Wichita, KS	

(Add lines if necessary.)

Signature of sole or primary Depositor

Entity Authorization

ENTITY CERTIFICATIONS. I, CHAD CLINT MILLER

(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 48-6004786 . 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

CHAD CLINT MILLER - Corp Officer

(a) _____ JAMES EDWARD TRUMAN Jr - Corp Officer _____

(b) _____ BENJAMIN JOSEPH ANDERSON - Corp Officer _____

(c) _____ BRENT EDWARD CLARK - 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

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Page 1 of 2

a, b, c, d Enter into and execute commercial wire transfer agreements that authorize 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

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

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

12/10/2024

I also acknowledge receipt of a copy of this Authorization.

AUTHORIZATION'S SIGNERS:

By: _____ 12/10/2024

By: _____ 12/10/2024

Name
CHAD CLINT MILLER

Date

Attest: Name
JAMES EDWARD TRUMAN Jr

Date

Acct/Loan #: _____
By Megan Messick

FOR FINANCIAL INSTITUTION USE ONLY

Authorization and agreement completed and effective

12/10/2024

for the Financial Institution.

Account Agreement

December 17, 2024 City Council Agenda Page 78
Date: 12/10/2024

Institution Name & Address

LEGACY BANK
3711 N RIDGE RD
WICHITA, KS 67205

Owner/Signer Information 1

Name	CHAD CLINT MILLER	
Relationship	Corp Officer	
Address		
Mailing Address (if different)		
Gov't Issued Photo ID (type, number, state, issue date, exp. date)	Drivers License	Kansas
Other ID (description, details)	OCCUPATION: DIRECTOR OF FINANCE	
Employer		
Previous Financial Inst.		
E-Mail	CMILLER@VALLEYCENTERKS.ORG	
Work Phone	(316) 755-7310 107 Primary	
Home Phone:	Mobile Phone:	(316) 519-7677
Birth Date:	SSN/TIN:	

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.)

Internal Use

Account Title & Address

CITY OF VALLEY CENTER

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: _____.

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): 
CHAD CLINT MILLER
I.D. _____ D.O.B. 11/27/1972

(2): 
JAMES EDWARD TRUMAN Jr
I.D. _____ D.O.B. 03/30/1953

(3): 
BENJAMIN JOSEPH ANDERSON
I.D. _____ D.O.B. 09/12/1977

(4): 
BRENT EDWARD CLARK
I.D. _____ D.O.B. 07/28/1986

Owner/Signer Information 2

Name	JAMES EDWARD TRUMAN Jr	
Relationship	Corp Officer	
Address	767 47	
Mailing Address (if different)		
Gov't Issued Photo ID (type, number, state, issue date, exp. date)	Drivers License Kansas	
Other ID (description, details)	MMN: NA OCCUPATION: CITY MAYOR	
Employer		
Previous Financial Inst.		
E-Mail	JTRUMAN@VALLEYCENTERKS.ORG	
Work Phone		

Home Phone: Mobile Phone: (316) 734-6058 Primary

Birth Date: SSN/TIN:

Owner/Signer Information 3

Name	BENJAMIN JOSEPH ANDERSON	
Relationship	Corp Officer	
Address		
Mailing Address (if different)		
Gov't Issued Photo ID (type, number, state, issue date, exp. date)	Drivers License Kansas	
Other ID (description, details)	MMN: NA OCCUPATION: COUNCIL PRESIDENT	
Employer		
Previous Financial Inst.		
E-Mail		
Work Phone		

Home Phone: Mobile Phone:

Birth Date:

Owner/Signer Information 4

Name	BRENT EDWARD CLARK	
Relationship	Corp Officer	
Address	67147	
Mailing Address (if different)		
Gov't Issued Photo ID (type, number, state, issue date, exp. date)	Drivers License Kansas	
Other ID (description, details)	MMN: NA OCCUPATION: CITY ADMINISTRATOR	
Employer		
Previous Financial Inst.		
E-Mail	BCLARK@VALLEYCENTERKS.ORG	
Work Phone	(316) 755-7310 Primary	
Home Phone: <input type="text"/> Mobile Phone: <input type="text"/>		
Birth Date: <input type="text"/>		

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

Name	CITY OF VALLEY CENTER	
State/Country & Date of Organization		
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		
Previous Financial Inst.		
E-Mail	CMILLER@VALLEYCENTERKS.ORG Primary	
Phone	(316) 755-7310 107 Primary	
Cell	Mobile Phone: <input type="text"/>	

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

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

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:

Megan Messick

MPMP-LAZ-KS 3/15/2015
Page 2 of 2



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):

123-4567-8901-2345

Email: cmiller@valleycenterks.org

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: City of Valley Center - Mayor

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: City of Valley Center - Council President

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

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:

AM PM Eastern Central Mountain Pacific
(insert time) (check AM or PM) (check time zone)

Daylight Saving Time applies when nationally in effect unless checked here

on the CDARS Order Date on the Business Day before the CDARS Order Date on (other): _____
(check one)

2. CDARS Funding Time

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

the CDARS
Placement Request Time other: _____

(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	
INTRUST Bank NA	Wichita, KS	
Emprise Bank	Wichita, KS	

(Add lines if necessary.)

Signature of sole or primary Depositor

Name	Title or Legal Capacity
Brent Clark	City Administrator
James Jet Truman	Mayor
Ben Anderson	Council President
Chad C Miller	Finance Director

(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 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: City of Valley Center - Mayor

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: City of Valley Center - Council President

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

(Add signature lines as needed.)



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: City of Valley Center - Mayor

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: City of Valley Center - Council President

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

(Add signature lines as needed.)



Schedule 1 to ICS Deposit Placement Agreement

Program Deposits and Program Withdrawals

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

1. Specified Terms

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

Target Balance	Minimum Sweep Amount	Minimum Return Amount
\$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	
INTRUST Bank NA	Wichita, KS	
Emprise Bank	Wichita, KS	

(Add lines if necessary.)

Signature of sole or primary Depositor

Entity Authorization

December 17, 2024 City Council Agenda Page 90

ENTITY CERTIFICATIONS. I, CHAD CLINT MILLER

(*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 48-6004786 . 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

CHAD CLINT MILLER - Corp Officer

(a) _____ JAMES EDWARD TRUMAN Jr - Corp Officer _____

(b) _____ BENJAMIN JOSEPH ANDERSON - Corp Officer _____

(c) _____ BRENT EDWARD CLARK - 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

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AUTH-ENTITY 9/1/2018
(1809).00
Page 1 of 2

a, b, c, d Enter into and execute commercial wire transfer agreements that authorize 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

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

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

12/10/2024

I also acknowledge receipt of a copy of this Authorization.

AUTHORIZATION'S SIGNERS:

By: _____ 12/10/2024

By: _____ 12/10/2024

Name
CHAD CLINT MILLER

Date

Attest: Name
JAMES EDWARD TRUMAN Jr

Date

Acct/Loan #: _____
By Megan Messick

FOR FINANCIAL INSTITUTION USE ONLY

Authorization and agreement completed and effective 12/10/2024
for the Financial Institution.

Account Agreement

December 17, 2024 City Council Agenda Page 92
Date: 12/10/2024

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: CHAD CLINT MILLER

Relationship: Corp Officer

Address:

Mailing Address
(if different):

Gov't Issued Photo ID
(type, number, state,
issue date, exp. date): Drivers License
Kansas

Other ID
(description, details): OCCUPATION: DIRECTOR OF FINANCE

Employer:

Previous
Financial Inst.

E-Mail: CMILLER@VALLEYCENTERKS.ORG

Work Phone: (316) 755-7310 107 Primary

Home Phone: Mobile Phone: (316) 519-7677

Birth Date: SSN/TIN:

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: _____

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): X CHAD CLINT MILLER

I.D. _____ D.O.B. 11/27/1972

(2): X JAMES EDWARD TRUMAN Jr

I.D. _____ D.O.B. 03/30/1953

(3): X BENJAMIN JOSEPH ANDERSON

I.D. _____ D.O.B. 09/12/1977

(4): X BRENT EDWARD CLARK

I.D. _____ D.O.B. 07/28/1986

Owner/Signer Information 2

Name	JAMES EDWARD TRUMAN Jr	
Relationship	Corp Officer	
Address	767 47	
Mailing Address (if different)		
Gov't Issued Photo ID (type, number, state, issue date, exp. date)	Drivers License Kansas	
Other ID (description, details)	MMN: NA OCCUPATION: CITY MAYOR	
Employer		
Previous Financial Inst.		
E-Mail	JTRUMAN@VALLEYCENTERKS.ORG	
Work Phone		

Home Phone: Mobile Phone: (316) 734-6058 PrimaryBirth Date: SSN/TIN: **Owner/Signer Information 3**

Name	BENJAMIN JOSEPH ANDERSON	
Relationship	Corp Officer	
Address		
Mailing Address (if different)		
Gov't Issued Photo ID (type, number, state, issue date, exp. date)	Drivers License Kansas	
Other ID (description, details)	MMN: NA OCCUPATION: COUNCIL PRESIDENT	
Employer		
Previous Financial Inst.		
E-Mail		
Work Phone		

Home Phone: Mobile Phone: Birth Date: **Owner/Signer Information 4**

Name	BRENT EDWARD CLARK	
Relationship	Corp Officer	
Address	67147	
Mailing Address (if different)		
Gov't Issued Photo ID (type, number, state, issue date, exp. date)	Drivers License Kansas	
Other ID (description, details)	MMN: NA OCCUPATION: CITY ADMINISTRATOR	
Employer		
Previous Financial Inst.		
E-Mail	BCLARK@VALLEYCENTERKS.ORG	
Work Phone	(316) 755-7310 Primary	
Home Phone: <input type="text"/> Mobile Phone: <input type="text"/>		
Birth Date: <input type="text"/>		

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

Name	CITY OF VALLEY CENTER	
State/Country & Date of Organization		
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		
Previous Financial Inst.		
E-Mail	CMILLER@VALLEYCENTERKS.ORG Primary	
Phone	(316) 755-7310 107 Primary	
Cell	Mobile Phone: <input type="text"/>	

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

Services Requested

<input type="checkbox"/> ATM	<input type="checkbox"/> Debit/Check Cards (No. Requested: <input type="text"/>)
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

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

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/InformationMarketing:

Megan Messick

MPMP-LAZ-KS 3/15/2015
Page 2 of 2

NEW BUSINESS
RECOMMENDED ACTION

I. DESIGNATION OF ACCOUNT SIGNERS-INTRUST, HALSTEAD, EMPRISE, LEGACY AND FIDELITY BANKS:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion to approve Clint Miller, Brent Clark, Mayor Jet Turman and Council President Ben Anderson as authorized signers on City of Valley Center checking accounts and remove Desirae Womack as signer on all accounts.

NEW BUSINESS

J. ACCEPT PROPOSAL FOR FINANCIAL BANKING SERVICES:

Finance Director Miller will present proposals regarding the RFP from Banks with locations in Sedgwick County. 13 proposals were received and reviewed with 3 ranked the highest. The audit committee recommends accepting the bid from Equity Bank.

- Staff Memo



December 17, 2024

To: Mayor Truman & Members of Council
From: Clint Miller, Finance Director
Subject: 2025-2027 RFP for Banking Services

BACKGROUND

We had thirteen banks submit proposals for this RFP. We appreciate all banks that submitted proposals to us, and we had many strong bids to choose from. The full list of banks that participated in the RFP are:

1. Intrust
2. Fidelity
3. UMB
4. Capital Federal
5. Union State
6. Commerce
7. Bennington
8. Legacy
9. KS State Bank
10. Equity Bank
11. Peoples
12. Sunflower
13. Emprise

Required Banking Services in the RFP:

1. 3-5 accounts new accounts. Valley Center will be moving to two zero balance accounts for safety going forward, with the remaining funds staying inside an account that will have no checks or ACH's taken out of it.
2. Positive Pay.
3. Credit Card (P Accounts).
4. ACH services.
5. Wire Transfers.
6. Online Banking and Reporting.
7. Merchant Services.
8. Fraud Prevention Services.

9. Pledging Assets or some other type of securing city assets.
 - a. One of the final 3 does traditional pledging of securities/assets.
 - b. Other two do an IntraFi daily sweep and are FDIC insured in \$250,000 increments. Around 80% of the bids we received wanted to secure off IntraFi Sweep.

We narrowed the list of thirteen banks down to three that were slightly stronger than the others. They are Bennington Bank, KS State Bank and Equity Bank. Here is some information on each of them:

1. Bennington Bank – Locations throughout Kansas. One branch in Wichita.

- a. Was able to meet all the required banking services in the RFP.
- b. Agreed to waive all banking fees.
- c. IntraFi sweep asset protection.
- d. Bid off the 90-Day Treasury Bill.
- e. \$42,729.16 savings per year.

2. Kansas State Bank - Locations throughout Kansas. One branch in Wichita.

- a. Was able to meet all the required banking services in the RFP.
- b. Banking fees would go from \$4529.16 to \$840 per year.
- c. Traditional asset pledging.
- d. Bid off the 90-Day Treasury Bill.
- e. \$40,389.16 savings per year.

3. Equity Bank – Branches in 4 states. 70+ locations. Multiple locations in Wichita.

- a. Was able to meet all the required banking services in the RFP.
- b. Agreed to waive all banking fees.
- c. IntraFi sweep asset protection.
- d. Bid off the Federal Funds Rate.
- e. \$44,229.16 savings per year.

Financial Consideration:

All three proposals would save The City of Valley Center a similar amount of money annually. However, Equity bids off the Federal Funds Rate which has been at a higher rate over the past 30 years. Using the 30-year historical Federal Funds average rate, and the 30-year historical 90-Day Treasury average rate, Equity would have provided \$435,000 in additional interest earned over the next closest bank.

RECOMMENDATION

The audit committee recommends awarding the 3-year RFP for Banking contract to Equity Bank.

NEW BUSINESS
RECOMMENDED ACTION

J. ACCEPT PROPOSAL FOR FINANCIAL BANKING SERVICES:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion to award the 3-year banking contract to Equity Bank.

CONSENT AGENDA

- A. **APPROPRIATION ORDINANCE – DECEMBER 17, 2024**
- B. **OUTDOOR SPACES BOARD MINUTES–MAY 9, 2024**
- C. **ECONOMIC DEVELOPMENT BOARD MINUTES -DECEMBER 4, 2024**
- D. **RSVP AGREEMENT – SEDGWICK COUNTY**

RECOMMENDED ACTION:

Staff recommends motion to approve the Consent Agenda as presented.

CONSENT AGENDA

A. APPROPRIATION ORDINANCE:

Below is the proposed Appropriation Ordinance for December 17, 2024, as prepared by City Staff.

December 17, 2024, Appropriation

Total **\$ 2,494,333.15**

VENDOR SET: 02 City of Valley Center

BANK: APBK INTRUST CHECKING

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

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
1	SMITH, ROBERT W							
I-000202411252545	US REFUND	R	11/27/2024	161.83		057420		161.83
0014	WICHITA WINWATER WORKS CO.							
I-202411262548	WICHITA WINWATER WORKS CO.	R	11/27/2024	1,811.73		057421		1,811.73
0110	LKM - LEAGUE OF KANSAS MUNICIP							
I-202411252543	LKM - LEAGUE OF KANSAS MUNICIP	R	11/27/2024	185.00		057422		185.00
0113	VALLEY PRINT LOGISTICS							
I-202411262550	VALLEY PRINT LOGISTICS	R	11/27/2024	397.93		057423		397.93
0150	AT&T MOBILITY							
I-202411252542	AT&T MOBILITY	R	11/27/2024	226.40		057424		226.40
0196	P E C (PROFESSIONAL ENGINEERIN							
I-202411262552	P E C (PROFESSIONAL ENGINEERIN	R	11/27/2024	42,488.18		057425		42,488.18
0254	CITY OF WICHITA							
I-202411252547	CITY OF WICHITA	R	11/27/2024	71,920.01		057426		71,920.01
0329	UNRUH EXCAVATING LLC							
I-202411252540	UNRUH EXCAVATING LLC	R	11/27/2024	206,141.59		057427		206,141.59
0587	DELL FINANCIAL SERVICES, LLC							
I-202411262551	DELL FINANCIAL SERVICES, LLC	R	11/27/2024	561.68		057428		561.68
0824	GALLS, LLC							
I-202411262549	GALLS, LLC	R	11/27/2024	130.12		057429		130.12
1425	PRIAIRIE PINES FESTIVALS, LLC							
I-202411262553	PRIAIRIE PINES FESTIVALS, LLC	R	11/27/2024	636.00		057430		636.00
0014	WICHITA WINWATER WORKS CO.							
I-202412052585	WICHITA WINWATER WORKS CO.	R	12/06/2024	492.00		057433		492.00
0035	BARRY ARBUCKLE							
I-202412022568	BARRY ARBUCKLE	R	12/06/2024	800.00		057434		800.00
0042	LARRY LINN							
I-202412022564	LARRY LINN	R	12/06/2024	1,700.00		057435		1,700.00
0050	CITY OF NEWTON							
I-202412052593	CITY OF NEWTON	R	12/06/2024	200.00		057436		200.00

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

VENDOR I.D.	NAME	STATUS	DATE	AMOUNT	DISCOUNT	CHECK	CHECK	CHECK
						NO	STATUS	AMOUNT
0084	KMIT-KS MUNICIPAL INSURANCE							
I-202412052590	KMIT-KS MUNICIPAL INSURANCE	R	12/06/2024	45,028.00		057437		45,028.00
0090	MCCULLOUGH EXCAVATION INC							
I-202412042577	MCCULLOUGH EXCAVATION INC	R	12/06/2024	499,798.47		057438		499,798.47
0091	MIES CONSTUCTION INC							
I-202412042579	MIES CONSTUCTION INC	R	12/06/2024	529,005.36		057439		529,005.36
0156	BEALL & MITCHELL, LLC							
I-202412022566	BEALL & MITCHELL, LLC	R	12/06/2024	1,850.00		057440		1,850.00
0162	CIVIC PLUS							
I-202412032570	CIVIC PLUS	R	12/06/2024	2,118.20		057441		2,118.20
0179	INTERLINGUAL INTERPRETING SERV							
I-202412042574	INTERLINGUAL INTERPRETING SERV	R	12/06/2024	63.76		057442		63.76
0183	KANSAS ONE-CALL SYSTEM, INC							
I-202412022561	KANSAS ONE-CALL SYSTEM, INC	R	12/06/2024	265.20		057443		265.20
0226	RURAL WATER DISTRICT #2							
I-202412042575	RURAL WATER DISTRICT #2	R	12/06/2024	17.54		057444		17.54
0306	SEDWICK COUNTY							
I-202412052587	SEDWICK COUNTY	R	12/06/2024	947.13		057445		947.13
0437	USA BLUEBOOK							
I-202412052595	USA BLUEBOOK	R	12/06/2024	486.42		057446		486.42
0457	CHRISTOPHER MICHAEL LEE DAVIS,							
I-202412022565	CHRISTOPHER MICHAEL LEE DAVIS,	R	12/06/2024	125.00		057447		125.00
0587	DELL FINANCIAL SERVICES, LLC							
I-202412022559	DELL FINANCIAL SERVICES, LLC	R	12/06/2024	850.00		057448		850.00
0601	JOY K. WILLIAMS, ATTORNEY AT L							
I-202412022567	JOY K. WILLIAMS, ATTORNEY AT L	R	12/06/2024	1,350.00		057449		1,350.00
0623	CORE & MAIN							
I-202412052584	CORE & MAIN	R	12/06/2024	2,492.40		057450		2,492.40
0693	MIDWEST TRUCK EQUIPMENT, INC							
I-202412052588	MIDWEST TRUCK EQUIPMENT, INC	R	12/06/2024	2,033.60		057451		2,033.60

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

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
0824	GALLS, LLC							
	I-202412052582	GALLS, LLC	R 12/06/2024	336.98		057452		336.98
0988	FELD FIRE							
	I-202412052594	FELD FIRE	R 12/06/2024	154.29		057453		154.29
1004	IMAGINE IT, INC.							
	I-202412022557	IMAGINE IT, INC.	R 12/06/2024	1,772.00		057454		1,772.00
1072	NU LINE COMPANY INC.							
	I-202412052589	NU LINE COMPANY INC.	R 12/06/2024	40.00		057455		40.00
1082	T-MOBILE							
	I-202412022555	T-MOBILE	R 12/06/2024	105.00		057456		105.00
1105	CK POWER							
	I-202412022560	CK POWER	R 12/06/2024	4,976.42		057457		4,976.42
1196	GARVER, LLC.							
	I-202412052586	GARVER, LLC.	R 12/06/2024	48,000.00		057458		48,000.00
1273	ZOLL DATA SYSTEMS							
	I-202412022558	ZOLL DATA SYSTEMS	R 12/06/2024	1,811.04		057459		1,811.04
1286	MCCOWNGORDON CONSTRUCTION, LLC							
	I-202412042576	MCCOWNGORDON CONSTRUCTION, LLC	R 12/06/2024	619,904.33		057460		619,904.33
1297	BURNS & MCDONNELL/CAS CONSTRUC							
	I-202412042578	BURNS & MCDONNELL/CAS CONSTRUC	R 12/06/2024	400,000.00		057461		400,000.00
1418	GODFREY'S INDOOR SHOOTING & AR							
	I-202412052583	GODFREY'S INDOOR SHOOTING & AR	R 12/06/2024	57.09		057462		57.09
1426	AYLA OLMOS							
	I-202412022556	AYLA OLMOS	R 12/06/2024	185.00		057463		185.00
1427	BIG MATT'S MEAT SHACK							
	I-202412022562	BIG MATT'S MEAT SHACK	R 12/06/2024	340.00		057464		340.00
1428	SUMNER DANBY							
	I-202412052592	SUMNER DANBY	R 12/06/2024	50.00		057465		50.00
0077	KANSAS OFFICE OF THE TREASURER							
	I-202412102607	KANSAS OFFICE OF THE TREASURER	R 12/13/2024	795.71		057472		795.71

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

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

REGULAR CHECKS:	45		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
HAND CHECKS:	0		0.00	0.00	0.00
DRAFTS:	0		0.00	0.00	0.00
EFT:	0		0.00	0.00	0.00
NON CHECKS:	0		0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00		
		VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 02 BANK: APBK TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	45	2,492,811.41	0.00	2,492,811.41

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

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
0117	WILLIAM ANDREWS							
I-202411252546	WILLIAM ANDREWS	R	11/27/2024	127.50		057431		127.50
0154	ESTEBAN IBARRA							
I-202411252544	ESTEBAN IBARRA	R	11/27/2024	152.48		057432		152.48
0074	KRISTI CARRITHERS							
I-202412042573	KRISTI CARRITHERS	R	12/06/2024	100.00		057466		100.00
0110	BRENT CLARK							
I-202412042581	BRENT CLARK	R	12/06/2024	367.90		057467		367.90
0117	WILLIAM ANDREWS							
I-202412042572	WILLIAM ANDREWS	R	12/06/2024	211.91		057468		211.91
0132	BRITTNEY ORTEGA							
I-202412022563	BRITTNEY ORTEGA	R	12/06/2024	47.77		057469		47.77
0156	CLINT MILLER							
I-202412032569	CLINT MILLER	R	12/06/2024	402.24		057470		402.24
0158	JEREMY WORMINGTON							
I-202412042571	JEREMY WORMINGTON	R	12/06/2024	111.94		057471		111.94

* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		8	1,521.74	0.00	1,521.74
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

TOTAL ERRORS: 0

VENDOR SET: 03	BANK: APBK	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 03	BANK: APBK	TOTALS:	8	1,521.74	0.00	1,521.74
BANK: APBK	TOTALS:	53		2,494,333.15	0.00	2,494,333.15
REPORT TOTALS:		53		2,494,333.15	0.00	2,494,333.15

SELECTION CRITERIA

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

CHECK SELECTION

CHECK RANGE: 057420 THRU 057472
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. OUTDOOR SPACES BOARD MINUTES – MAY 9, 2024:



**CITY OF VALLEY CENTER
OUTDOOR SPACES & PUBLIC PROPERTIES BOARD**

MINUTES

May 9th, 2024

**THE OUTDOOR SPACES & PUBLIC PROPERTIES BOARD SHALL HOLD ITS REGULAR
MEETING AT CITY HALL, 6PM MAY 9TH, 2024.**

1. CALL TO ORDER/ ROLL CALL:

Present: Larry Hoetmer, Andy Quandt (chair), Tina Payne, Raymond Ortega, Roger Stewart

Absent: Larry Hoetmer, Jordan Wright

Meeting Time: 6:03PM

2. APPROVAL OF AGENDA: Motion: Stewart 2nd: Quandt - motion approved 4-0

3. APPROVAL OF MINUTES: April 14TH, 2024 Motion: Ortega 2nd: Stewart – motion approved 4-0

4. PUBLIC FORUM (Citizen input and requests)- None

5. OLD BUSINESS – Project Updates and Discussion:

- A. Playground Equipment/Park Amenity Survey Question - Continue Discussion of Survey Layout. – Board discussed survey delivery methods options (city use social media outlets and have paper copies available at buildings). Also discussed intent of survey structure (survey will be two-part survey). **Motion: Ortega 2nd: Payne – motion approved 4-0**

6. NEW BUSINESS

- A. None

7. BOARD MEMBER REPORTS

Andy Quandt: Discussed interest in the City creating a City Forester Position. Position could be Volunteer, PT/FT. Position could help control illegal brush dumping and lead tree planting projects and maintenance.

Also discussed goals for group to discuss with Quandt and Ortega to come up with ideas.

Tina Payne: None

Jordan Wright: Absent

Raymond Ortega: Discussed clarification of social media post regarding tree planting issues and concerns.



Larry Hoetmer: Absent

Roger Stewart: None

8. STAFF REPORTS

Neal Owings: Provided an update on the Rec and Aquatics Center and Lions Park Splash Pad projects.

9. NEXT MEETING: June 20th / ADJOURN/TIME 6pm **Motion:** Stewart 2nd: Ortega – motion approved 4-0. (June and July meetings were cancelled due to scheduling conflicts). December 5th will be next meeting.

10. MOTION TO ADJOURN: Motion: Stewart 2nd :Quandt – motion approved 4-0 at 6:52pm

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.

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@valleycenter-ks.gov or by phone at (316)755-7310.

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

CONSENT AGENDA

C. ECONOMIC DEVELOPMENT BOARD MEETING MINUTES –
DECEMBER 4, 2024:

VALLEY CENTER ECONOMIC DEVELOPMENT BOARD MEETING MINUTES

Wednesday, December 4th, 2024 1:00 P.M.
(Meeting Held via Microsoft Teams)

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

Ben Anderson, Chairperson
Ivan Gomez
Randy Jackson
Casey Carlson
Tim Hoffman
Brendan McGettigan
Ron Colbert
Kyle Fiedler, Community Development Director
Brent Clark, City Administrator

APPROVAL OF DRAFT MINUTES

Motion was made by Brendan and seconded by Ron to approve the meeting minutes for November 6th, 2024. Motion was unanimous.

NEW BUSINESS:

A. Meridian Update

Light poles will ship on December 6th and hopefully be installed before Christmas with the new Christmas decorations. Trees have begun to be planted with more coming in the next few weeks. Closure of the railroad tracks should be completed by the end of December, Pearson Construction had 45 days to complete the work that they began in mid-November. The culverts have been put in place in front of Halstead Bank, eliminating the ditch from Industrial to Ford. Pearson is currently working on grading and base for the west side of Meridian. 69th and Meridian is still tentatively scheduled to close at the end of January or first week of February to construct the roundabout.

B. Rec Center Update

Brickmob is continuing to work on murals on the inside of the building, the exterior wrap has been ordered. The building is still set to open towards the end of January. Kyle has membership pricing if anyone is interested in that information.

C. Builders First Source Update

Randy reported they received temporary occupancy today. Evergy and Gas held up their inspections. They are hoping to begin loading material and equipment in the building. They are also now accepting applications for their new, open positions.

D. Tax Exemption Application

A local manufacturer has submitted a tax abatement application for an expansion project. This will come back before the Economic Development Board in January for review.

The next meeting will be held on Wednesday, January 8th, 2024, at 1:00PM in person at City Hall.

ADJOURNMENT

Motion was made by Randy and seconded by Casey to adjourn the meeting. Motion was unanimous. Meeting adjourned at 1:19 P.M.

Respectfully submitted,

Kyle Fiedler, Secretary

CONSENT AGENDA

D. RSVP AGREEMENT – SEDGWICK COUNTY:

VOLUNTEER TRANSPORTATION SERVICES AGREEMENT

by and between:

SEDWICK COUNTY, KANSAS

and

CITY OF VALLEY CENTER, KANSAS

Valley Center Senior Center

This Agreement made and entered into this ____ day of _____, 2025, by and between Sedgwick County, Kansas ("County") and the City of Valley Center, Kansas ("Contractor").

WITNESSETH:

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

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

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

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

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

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

2. Term. The Agreement shall be for one (1) year, commencing January 1, 2025 and ending December 15, 2025.- The Sedgwick County Manager is authorized to approve any renewals on behalf of Sedgwick County Department of Aging & Disabilities.

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

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

General Terms and Conditions

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

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

3. Compensation. Contractor understands and agrees that any and all compensation provided under this Agreement is on a fee-for-service basis, which is seven dollars (\$7.00) per coordinated ride – not to exceed \$2,000 per year. For purposes of this Agreement, the term "coordinated ride" means a single one-way ride for one single rider or for multiple riders who have the same origin and destination. These fees include all of Contractor's time, labor and equipment, travel, and all other expenses associated with the provision of goods, equipment and/or services, and shall be the sole compensation rendered to Contractor hereunder. Under no circumstances shall the compensation paid under this Agreement exceed available program funds.

4. Invoicing and Billing. Contractor shall submit all invoices and/or billing statements no later than the tenth (10th) day of each month.

Pages must include the following information:

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

Properly submitted invoices and/or billing statements will be paid within thirty (30) calendar days of receipt by County.

Contractor understands and acknowledges that statements for rides coordinated in the last month of this Agreement must not carry over into the new funding year (beginning January 1, 206). Accordingly, all statements for services rendered under this Agreement must be submitted to the County no later than December 15, 2025. County will not honor any requests for reimbursement compensation received after that date. County will not honor any requests for reimbursement compensation received after that date.

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

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

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

and

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

Contractor: City of Valley Center, Kansas
 Attn: City Clerk
 116 S. Park
 Valley Center, KS 67147

7. Termination.

A. Termination for Cause. In the event of any breach of the terms or conditions of this Agreement by Contractor, or in the event of any proceedings by or against Contractor in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, County may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to Contractor on account thereof, by written notice, terminate immediately all or any part of this Agreement, procure the goods, equipment and/or services provided for herein elsewhere, on such terms and under such conditions as are reasonable in the sole discretion

of County, and Contractor shall be liable to pay to County any excess cost or other damages caused by Contractor as a result thereof.

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

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

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

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

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

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

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

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

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

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

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

- a. Sedgwick County Mandatory Contractual Provisions Attachment (Appendix A)
- b. Sedgwick County Mandatory Independent Contractor Addendum (Appendix B)
- c. Written modifications and addenda to the executed Agreement
- d. This Agreement document

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

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

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

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

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

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

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

SEDGWICK COUNTY, KANSAS

Thomas J. Stolz
County Manager

CITY OF VALLEY CENTER, KANSAS

City Clerk

APPROVED AS TO FORM ONLY:

Kevin T. Stamper
Assistant County Counselor

ATTESTED TO:

Kelly B. Arnold
County Clerk

APPENDIX A
SEDWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement in which this attachment is incorporated.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.
4. **Disclaimer of Liability:** County shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the Contractor a certificate of tax exemption.

County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. **Insurance:** County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest:** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.
11. **Confidentiality:** County and Contractor, to the extent applicable, must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 *et seq.*) in providing services and/or goods under this Agreement and the production of records. In addition, Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement and shall maintain such information securely and confidentially. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with applicable laws. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during

period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.

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

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

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

termination of the Agreement.

20. **Generative AI.** Contractor shall disclose any use of Generative AI which processes, involves, has access or exposure to, impacts, or potentially impacts the County or County data, systems, goods, services, or products. In addition to the foregoing, Contractor shall specifically identify when Generative AI is intended for use to draft reports containing recommendations that involve engineering judgment or propose decisions, actions, or inactions that involve or rely upon professional engineering knowledge or experience. For purposes of this section, Generative AI is artificial intelligence capable of generating text, images, or other media, using generative models. In the event of any such disclosure, County may, in its sole discretion, deny the use of the Generative AI in performance of the Agreement or terminate this Agreement immediately and without any liability or duty beyond that compensation for goods or services already provided.

In addition, Contractor shall not expose or input any confidential County data, records, processes, or other types of information into Generative AI. Confidential data shall constitute Personal Health Information, medical records, legal or privileged records, personnel records, similarly sensitive records, or other types of data or records identified as confidential by County.

21. **Breach of System.** To the extent Contractor accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses County records or data, it shall, following the discovery of a breach or compromise of Contractor's system or of County information, immediately notify the County of such breach or compromise. Such notice shall include the County data or records that have been, or is reasonably believed by the Contractor to have been, used, accessed, acquired, or disclosed. Contractor shall provide County with any other available information that County reasonably requests or could be used to protect County's own system and data. Within five (5) days of the incident, Contractor shall provide County, in writing, a plan contained remedial steps being taken to address the compromised or potentially compromised data and future plans to prevent recurrence of the same or similar breach. If such remediation plan is acceptable to County IT, Contractor shall immediately implement the plan. In the event the remediation plan is not acceptable to County IT, both parties shall negotiate in good faith for Contractor to provide security protection for the County and/or individuals potentially impacted by the breach.

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

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

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