



CITY COUNCIL AGENDA

February 20, 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 – February 6, 2024
- 7. PRESENTATIONS / PROCLAMATIONS p 11**
- 8. PUBLIC FORUM (*Citizen input and requests*) p 11**
- 9. APPOINTMENTS p 11**
 - A. Appointment – Outdoor Spaces and Public Properties Board p 11
- 10. OLD BUSINESS p 12**
 - A. Ordinance 1402-24; Re-zoning property south of 130 N. Popular Ct. p 12
- 11. NEW BUSINESS p 15**
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 - C. Designation of Account Signers-Emprise, Halstead and Intrust Bank p 30
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 - E. Approval of RFP – 2024 Roadway Upgrade p 42
- 12. CONSENT AGENDA p 55**
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 - D. Revenue and Expense Report – February 2024 p 69
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- 13. STAFF REPORTS p 88**
- 14. GOVERNING BODY REPORTS p 89**
- 15. ADJOURN**

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

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

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

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

CALL TO ORDER

ROLL CALL

INVOCATION – MINISTERIAL ALLIANCE

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

RECOMMENDED ACTION:

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

ADMINISTRATION AGENDA

A. MINUTES:

Attached are the Minutes from February 6, 2024, regular City Council Meeting as prepared by the City Administrator.

REGULAR COUNCIL MEETING
February 6, 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, Gina Gregory, Dale Kerstetter, and Matt Stamm.

Members Absent: Ben Anderson, and Chris Evans

Staff Present: Lloyd Newman, Public Safety Director
Neal Owings, Parks and Public Building Director
Ryan Shrack, Community Development Director
Barry Arbuckle, City Attorney
Barry Smith, Assistant City Administrator
Brent Clark, City Administrator

Press present: Ark Valley News

APPROVAL OF AGENDA

Bass moved to approve the agenda as presented, seconded by Kerstetter. Vote Aye: unanimous. Motion carried.

ADMINISTRATION AGENDA –
JANUARY 16, 2024, CITY COUNCIL MINUTES-

Kerstetter moved to approve the minutes of the January 16, 2024, City Council meeting as presented, seconded by Stamm. Vote Aye: Unanimous Motion Carried.

PRESENTATIONS/PROCLAMATIONS – Assistant City Administrator Smith presented the 2023 Unaudited Financial Report to the Council. He highlighted the various revenue streams and congratulated the Community Development Department for a record year in permit revenues. Smith said the full report will be available online for the public to review and apologize for it not being in the packets.

PUBLIC FORUM – None

APPOINTMENTS – None

OLD BUSINESS – None

NEW BUSINESS-

A. APPROVAL OF ALL EXHIBITS RELATING TO FINAL COSTS TO BE ASSESSED FOR CEDAR RIDGE ESTATES AND ARBOR VALLEY PHASE 1 AND SET DATE FOR PUBLIC HEARING:

Assistant City Administrator Smith introduced Garth Herrmann from Gilmore and Bell, P.C., who explained the process of special assessments. Herrmann described the final costs and the schedules for the specials pertaining to the two developments. He discussed the public hearing process and the rights of every property owner within the special assessment district. Bass made a motion to approve all exhibits: establish March 5th, 2024 at 7:00 p.m., to meet for the purpose of hearing any and all written or oral objections to the respective assessments set forth therein; Publish the notice of Public Hearing in the Ark Valley News and mail the Form of Notice of Hearing and statement of Cost Proposed to be Assessed to

each and all owners of property affected by such assessments at their last known post office address on February 15th, 2024; File each of the documents of record in the office of the City Clerk and make the same available for public inspection seconded by Kerstetter. Vote Aye: unanimous. Motion carried.

B. WASTE CONNECTIONS AGREEMENT:

City Administrator Clark introduced Hershel West with Waste Connections to answer any questions pertaining to the annual two (2%) increase per contract. West thanked the Council for their continued support and let him know if there are any issues. Mike Miller, 650 Scott Street, asked a question regarding the increase and notices. No action was needed.

C. ORDINANCE 1402-24: REZONING PROPERTY SOUTH OF 130 N. POPLAR CT.:

Community Development Director Shrack requested approval of the rezoning of property located just south of 130 N. Poplar Ct. Shrack stated that the staff report explains how this does conform to the current area as there are existing multi-family homes there now. Kerstetter voiced his opposition to multi family housing. Shrack did indicate that his office received one comment from the public. Wilson made a motion based on Planning and Zoning Board approval and City staff recommendation to adopt Ordinance 1402-24 for 1st reading. Motion seconded by Colbert. Vote Aye: Colbert, Wilson, Bass, Gregory, and Stamm. Vote Nay: Kerstetter. Motion carried.

D. APPROVAL OF RFP – 2024 COMPREHENSIVE PLAN UPDATE:

Community Development Director Shrack presented the proposed request for proposals (RFP) for the 2024 Comprehensive Plan Update. He explained how this plan is updated every ten years and the city is ready for the update. Shrack described the process and how there is a tight timeline to complete for potential firms. Wilson made a motion to approve the RFP and authorize staff to collect proposals/select finalists that will make presentations to City Council. Motion seconded by Gregory. There was a question from Mike Miller, 650 Scott Street, who asked about how the community would be able to participate in the process and he had other statements. Shrack assured the council that there will be a committee of various representatives throughout the community that will guide the process. Mayor Truman asked for the vote after further discussion, Vote Aye: unanimous. Motion carried.

E. APPROVAL OF RFP – 2024 ABATEMENT MOWING/DEBRIS REMOVAL SERVICES:

Community Development Director Shrack introduced Code Enforcement Officer/Building Inspector Bill Andrews presented the proposed request for proposals (RFP) for the 2024 Abatement mowing/debris removal services. Andrews explained the process and how the city attempts every way possible to work with the property owners to resolve the issues. Kerstetter asked a question on why city staff can't perform the work and his question was answered by Administrator Clark. Mike Miller, 650 Scott Street, had a question on the timeline for the RFP and question on processes for property owners. Stamm made a motion to approve the RFP for 2024 Abatement mowing/debris removal services and authorize staff to collect proposals and present selected bidder at a future City Council meeting. Motion seconded by Kerstetter. Vote Aye: unanimous. Motion carried.

F. APPROVAL OF CREDIT CARD FEE DECREASE:

Assistant City Administrator Smith presented a proposed credit card fee decrease to 1.75% from 2.5% that has been charged. Smith explained there has been a significant shift in how our residents pay their bills. This has resulted in less fees that the city must pay. Kerstetter made a motion to approve decreasing the credit card processing fee from 2.5% to 1.75%. Motion seconded by Wilson. Vote Aye: unanimous. Motion carried.

G. APPROVAL OF PURCHASE OF BILL FOLDER/STUFFER:

Utility Account Clerk Heather Vonfeldt presented the proposed approval to purchase a new bill folder/stuffer per a state contract bid price. Vonfeldt expressed how important this would be for the efficiency of sending out the monthly utility bills. Council asked about longevity of the equipment, maintenance, and about electronic billing options. Mike Miller, 650 Scott Street, had a question about budgeting this item and other questions. Vonfeldt explained it was previously budgeted. Stamm made a motion to approve the purchase of a DS64i MaxiFeeder from Midwest Single Source Inc. in the amount of \$11,386.00. Motion seconded by Wilson. Vote Aye: unanimous. Motion carried.

H. APPROVAL OF AGREEMENT BETWEEN SEDGWICK COUNTY AND CITY OF VALLEY CENTER – MERIDIAN AVE.:

City Administrator Clark presented the proposed agreement between the City of Valley Center and Sedgwick County for the Meridian Ave. Project along with acquiring additional right of way along Meridian Ave. and 69th Street. He explained how the county is a fantastic partner and is covering the expense of inspection services along with the matching funds for the roundabout at 69th Street and Meridian Ave. Kerstetter made a motion to approve the agreement with Sedgwick County for the Meridian Ave Project and authorize Mayor to sign. Motion seconded by Bass. Mayor Truman had a comment from the public, Mike Miller, 650 Scott Street, requested public outreach during the construction project. Vote Aye: unanimous. Motion carried.

CONSENT AGENDA

- A. APPROPRIATION ORDINANCE – FEBRUARY 6, 2024
- B. DELINQUENT ACCOUNT REPORT – NOVEMBER 2023
- C. PLANNING AND ZONING BOARD MINUTES – JANUARY 23, 2024
- F. COMMUNITY BLDG. ALCOHOL WAIVER REQUEST
- G. THANK YOU LETTER FROM THE GROUND UP

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

STAFF REPORTS**COMMUNITY DEVELOPMENT DIRECTOR SHRACK**

Invited everyone to sign up for the upcoming Home Show booth where volunteers will be needed to promote the community.

PUBLIC SAFETY DIRECTOR NEWMAN

The fourth quarter report was included in the packets. Councilmember Bass had a question about stoplights and after hours potentially having them blinking yellow or something to move traffic through. Also, the traffic signal on 5th and Meridian Ave needs to be looked at for potential timing issues. Eggleston stated that he will explore the items presented. Mayor Truman asked how many signed up for Citizen Police Academy and potentially changing the name of the group.

PUBLIC WORKS DIRECTOR EGGLESTON

Reported on the dirt road grading and converting those roads to asphalt millings since we have a large stockpile. Updated the council on the waterline project on Meridian Ave. Also, announced the hiring of a new Infrastructure Manager that will attend a future meeting. Councilmember Kerstetter asked about the schedule for Meridian.

CITY ENGINEER SCHEER

Reported that Meridian Ave Project update meetings with all parties have fallen on Council dates so every council meeting there will be up-to-date information provided.

ASSISTANT CITY ADMINISTRATOR OF FINANCE SMITH

Reported that this will be his last council meeting and thanked the council for the fantastic last five years. Smith's last day will be on Tuesday, February 13th.

CITY ADMINISTRATOR CLARK

Thanked Barry Smith for everything that he's accomplished over the last five years in the community and how much Smith has positively impacted the city moving forward.

GOVERNING BODY REPORTS-

MAYOR TRUMAN

Thanked Barry Smith for his time with the City of Valley Center.

COUNCILMEMBER COLBERT

Provided a legislative update and a few handouts for the council. Thanked Barry Smith for all his help over the years.

COUNCILMEMBER WILSON

Made a statement about social media and commended the city staff for addressing issues that are reported through the proper channels. Stated that Barry will be extremely difficult to replace, and Mr. Smith made municipal finance simple and eloquently made it for the public to understand in a way no one else has.

COUNCILMEMBER BASS

Apologized for not being in attendance for the final vote pertaining to the sand pit and he thanked all the public for their input throughout the process. Also, gave a shoutout to duplexes in certain areas and thanked Barry for his time with the city.

COUNCILMEMBER GREGORY

Stated that she was disappointed that Barry was leaving and thanked him for everything.

COUNCILMEMBER KERSTETTER

Thanked Barry and said good luck.

COUNCILMEMBER STAMM

Stated that he will miss Barry and that he did respond to an email from him.

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

ADJOURN -

The meeting adjourned at 8:28 PM.

Brent Clark, City Administrator

ADMINISTRATION AGENDA
RECOMMENDED ACTION

A. MINUTES:

RECOMMENDED ACTION:

Staff recommends motion to approve the minutes of the February 6, 2024, Regular Council Meeting as presented/ amended.

PRESENTATIONS / PROCLAMATIONS

PUBLIC FORUM

APPOINTMENTS

Public Properties and Outdoor Spaces Board

- Ray Ortega 2-year term expiring January 2026
- Andy Quandt 2-year term expiring January 2026
- Jordan Wright 2-year term expiring January 2026

OLD BUSINESS

A. ORDINANCE 1402-24; REZONING PROPERTY SOUTH OF 130 N. POPULAR CT.:

City Administrator Clark will present Ordinance 1402-24 for 2nd reading. This will re-zone property from R-1B to R-2

➤ Ordinance 1402-24

ORDINANCE NO. 1402-24

**AN ORDINANCE CHANGING THE ZONING DISTRICT
CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY
OF VALLEY CENTER, KANSAS, UNDER THE AUTHORITY GRANTED
BY THE ZONING REGULATIONS OF THE CITY.**

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

SECTION 1. Having received a recommendation from the Valley Center City Planning and Zoning Board on Case No. RZ-2024-01, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of the amended Zoning Regulations of the City as approved by Ordinance No. 1279-14, the zoning district classification of the property legally described herein is changed as follows:

Change of zoning district classification from R-1B (Single-Family Residential District) to R-2 (Two-Family Residential District).

Legal Description: LOTS 1-2 BLOCK A VALLEY CREEK ESTATES 4TH
ADDITION

Legal Address: Not currently addressed, but located south of 130 N. Poplar Ct., Valley Center, KS 67147

SECTION 2. Upon the taking effect of this Ordinance, the above zoning change shall be entered and shown on the Official Zoning Map(s) as previously adopted by reference and said map(s) is hereby reincorporated as a part of the Zoning Regulations as amended.

SECTION 3. This ordinance shall take effect and be in force from and after its passage, approval, and publication once in the official city newspaper.

PASSED by the Governing Body and signed by the Mayor of the City of Valley Center, Kansas, on this 20th day of February, 2024.

First Reading: February 6, 2024
Second Reading: February 20, 2024

(SEAL)

/s/ _____
Jet Truman, Mayor

ATTEST:

/s/ _____
Kristi Carrithers, City Clerk

OLD BUSINESS

RECOMMENDED ACTION

A. ORDINANCE 1402-24; REZONING PROPERTY SOUTH OF 130 N. POPULAR CT.:

Should Council choose to proceed,

RECOMMENDED ACTION:

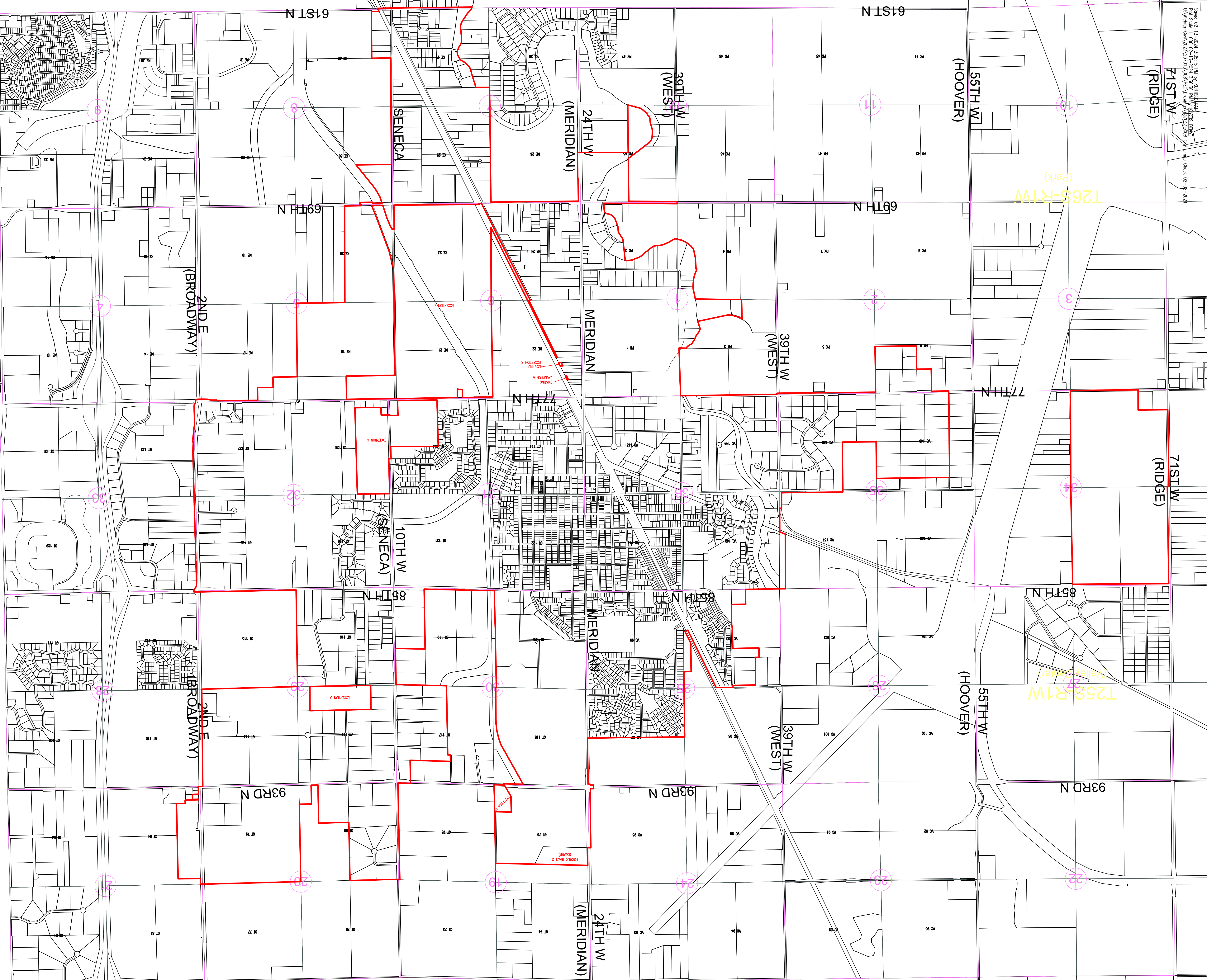
Staff recommends approval of Ordinance 1402-24, re-zoning property south of 130 N Popular Ct from R-1B to R-2 for 2nd reading.

NEW BUSINESS

A. RESOLUTION 748-24; APPROVAL OF UPDATED CITY BOUNDARY MAP:

City Engineer Scheer will present updated city boundaries and request approval of Resolution 748-24.

- Map of City's updated boundary
- Resolution 748-24



RESOLUTION NO. 748-24**A RESOLUTION ESTABLISHING AND DEFINING THE BOUNDARIES OF THE CITY OF VALLEY CENTER, KANSAS:**

NOW THEREFORE BE IT RESOLVED, by the Governing Body of the City of Valley Center, Kansas, pursuant to K.S.A., Section 12-517, the boundaries of the City of Valley Center, Kansas, are hereby defined so as to include the following described territory.

TRACT 1

Beginning at the northeast corner of the Southwest 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 Southwest Quarter a distance of 447.55 feet; thence west, parallel to the north line of said Southwest Quarter, a distance of 200 feet; thence south, parallel to the east line of said Southwest Quarter to the easterly right-of-way line of Interurban Drive; thence southeasterly along said easterly right-of-way line of Interurban Drive, a distance of 349.80 feet; thence southwesterly at a right angle to said easterly right-of-way, a distance of 80.0 feet to a point on the westerly right-of-way line of said Interurban Drive; thence northwesterly along the westerly right-of-way line of Interurban Drive to the north line of the Southwest Quarter of Section 25; thence west along the north line of the Southwest Quarter to the west line of the east half of the Southwest Quarter; thence south along said west line a distance of 50 feet to the southerly right-of-way line of 89th Street North; thence west along said southerly right-of-way line of 89th Street North to the northwest corner of Eighty-Nine Addition; thence south along the westerly line of said Eighty-Nine Addition to the southwest corner of said Eighty-Nine Addition; thence west a distance of 98.08 feet; thence south a distance of 254.57 feet; thence east a distance of 690 feet to the westerly right-of-way line of Kessler Street; thence south along said westerly right-of-way line and westerly line extended of Kessler Street to a point 402.17 feet north of the south line of Section 25; thence west parallel with the south line of Section 25 a distance of 385 feet; thence south a distance of 401.78 feet to the north line of Section 36, Township 25 South, Range 1 West of the 6th P.M.; thence west along the north line of Section 36 to the northeast corner of the Northeast Quarter of Section 35, Township 25 South, Range 1 West of the 6th P.M.; thence west a distance of 149.19 feet; thence south a distance of 1430.02 feet to the northerly line of the railroad right-of-way; thence southeasterly along said northerly right-of-way line a distance of 160.31 feet to the west line of the Northwest Quarter of Section 36, Township 25 South, Range 1 West of the 6th P.M.; thence south along said west line to a point 454 feet north of the south line of the Northwest Quarter of Section 36; thence west parallel with the south line of the Northeast Quarter of Section 35, Township 25 South, Range 1 West of the 6th P.M. a distance of 30 feet to the westerly right-of-way line of 39th Street West; thence south along said westerly right-of-way line to a point 30 feet north of the south line of the Northeast Quarter, Section 35, Township 25 South, Range 1 West of the 6th P.M., said point also being the northerly right-of-way line of 81st Street North; thence west along the northerly right-of-way line of 81st Street North to a point 250 feet west and 80 feet north of the northwest corner of Lot 1, Block 5, Ranchos Del Rio 2nd Addition to Sedgwick County, Kansas; thence south, a distance of 30 feet

to the north line of the Southeast Quarter of Section 35; thence south a distance of 50 feet to the south right-of-way line of 81st Street North; thence continuing south a distance of 1270 feet; thence west to the east line of the Southwest Quarter of Section 35; thence north along the easterly line of the Southwest Quarter to a point 330.34 feet south of the north line of said Southwest Quarter; thence west, a distance of 1946.95 feet; thence south to a point 30 feet north of the south line of the Southwest Quarter of Section 35; thence continuing south to the north line of the Northwest Quarter of Section 2, Township 26 South, Range 1 West of the 6th P.M.; thence continuing south a distance of 30 feet to the southerly right-of-way line of 77th Street North; thence east along said southerly right-of-way line of 77th Street North to a point 1509.63 feet east of the east line of the Northwest Quarter of Section 2; thence south a distance of 598.56 feet; thence east a distance of 375.24 feet; thence south a distance of 629.36 feet; thence east to the west line of the Northeast Quarter of Section 2; thence north along said west line of the Northeast Quarter to a point 30 feet south of the north line of the Northeast Quarter; thence east along the south right-of-way line of 77th Street North to the west line of the Northwest Quarter of Section 1, Township 26 South, Range 1 West of the 6th P.M.; thence continuing east a distance of 30 feet to the easterly right-of-way line of West Street; thence north, a distance of 30 feet to the north line of the Northwest Quarter of Section 1; thence east along the north line of said Northwest Quarter to the east line of the Northwest Quarter of Section 1; thence south along the east line of the Northwest Quarter to the north line of the south half of said Northwest Quarter; thence west along the north line of the south half of said Northwest Quarter to the centerline of the Little Arkansas River; thence southwesterly along the centerline of the Little Arkansas River to a point approx. 465 feet west and approximately 660 feet north of the southeast corner of the Northwest Quarter of Section 1; thence westerly along slough to a point approximately 510 feet north and approximately 1725 feet west of the southeast corner of Northwest Quarter of Section 1; thence south to the north line of the Southwest Quarter of Section 1; thence east along the north line of the Southwest Quarter to the centerline of the Little Arkansas River; thence south along the centerline of the Little Arkansas River to a point approximately 1330 feet south and 440 feet west of the northeast corner of the Southwest Quarter; thence southeasterly to a point approximately 1510 feet south and 270 feet west of said northeast corner; thence continuing southeasterly along the centerline of the Little Arkansas River to a point approximately 1610 feet south of said northeast corner of the Southwest Quarter; thence northeasterly along the centerline of the Little Arkansas River to a point approximately 1440 feet south and 620 feet east of the northwest corner of the Southeast Quarter of Section 1; thence northeasterly along the centerline of the Little Arkansas River to the northerly corner of Wildwood Addition to Sedgwick County, Kansas; thence southeasterly along the westerly line of said Wildwood Addition to the westerly right-of-way line of Chaparral Avenue; thence southeasterly along the westerly right-of-way line of Chaparral Avenue to the north right-of-way line of 69th Street North; thence west along the north right-of-way line of 69th Street North to the west line of the Southeast Quarter of Section 1; thence south, a distance of 30 feet to the north line of the Northeast Quarter of Section 12, Township 26 South, Range 1 West of the 6th P.M.; thence continuing south a distance of 30 feet to the south right-of-way line of 69th Street North; thence east along the south right-of-way line of 69th Street North, a distance of 1281.85 feet; thence south a distance of 1162.74 feet to the centerline of the Little Arkansas River; thence southwesterly along said centerline of the Little Arkansas River; thence southeasterly along said centerline of the Little Arkansas River to the south line of the Northeast Quarter of said Section 12; thence east along said south line to the east line of the west half of said Northeast Quarter; thence north along said east line a distance of 1294.16 feet; thence east a distance of 1256.78 feet to the west right-of-way

line of Meridian Avenue, said point being 60 feet west of the east line of the Northeast Quarter of Section 12; thence east to the west line of the Northwest Quarter of Section 7, Township 26 South, Range 1 East of the 6th P.M.; thence continuing east a distance of 65 feet to the easterly right-of-way line of Meridian Avenue; thence north along the easterly right-of-way line of Meridian Avenue to a point 30 feet south of the north line of the Northwest Quarter of Section 7; thence east along the south right-of-way line of 69th Street North to the west line of the Northeast Quarter of Section 7; thence south along the west line of the Northeast Quarter to the north line of the Southeast Quarter of Section 7; thence continuing south a distance of 320.6 feet; thence east to the northwest corner of Lot A of Fairfield Addition; thence southerly along the westerly lot lines of Lots A, B, C, D, E to the north right-of-way line of 61st Street North, said point also being the southwest corner of Lot F, Fairfield Addition; thence south, a distance of 30 feet to the north line of Section 18, Township 26 South, Range 1 East of the 6th P.M.; thence continuing south a distance of 30 feet to the south right-of-way line of 61st Street North; thence east along the south right-of-way line of 61st Street North to the west line of the Northwest Quarter of Section 17, Township 26 South, Range 1 East of the 6th P.M.; thence continuing east along the south right-of-way line of 61st Street North to the easterly right-of-way line of the Burlington Northern Railroad; thence northwesterly to the south line of the Southwest Quarter of Section 8, Township 26 South, Range 1 East of the 6th P.M.; thence continuing northwesterly along the easterly right-of-way line of the Burlington Northern Railroad to a point 60 feet north of the south line of the Southwest Quarter; thence east, parallel to the south line of the Southwest Quarter to a point 546.8 feet east of the west line of the Southwest Quarter; thence north, parallel to the west line of the Southwest Quarter to the north line of the south half of the Southwest Quarter; thence west along the north line of the south half to the east right-of-way line of Seneca Street; thence north along the east right-of-way line of Seneca Street to the south line of the Northwest Quarter of Section 8; thence continuing north along the east right-of-way line of Seneca Street to a point 1078 feet south of the north line of the Northwest Quarter; thence east, a distance of approximately 960.26 feet to the westerly right-of-way line of the Wichita-Valley Center Flood Control; thence northwesterly along the westerly right-of-way of the Wichita-Valley Center Flood Control to the south right-of-way line of 69th Street North, said point being 30 feet south of the north line of the Northwest Quarter of Section 8; thence east along the south right-of-way line of 69th Street North to the easterly right-of-way line of the Wichita-Valley Center Flood Control right-of-way; thence southeasterly along said easterly right-of-way line to the southerly right-of-way line of 69th Street North, thence northeasterly along said southerly right-of-way line of 69th Street North to a point approximately 40 feet south and approximately 858 feet east of the northwest corner of the Northwest Quarter of Section 8, thence north to the south line of the Southwest Quarter of Section 5, Township 26 South, Range 1 East of the 6th P.M.; thence west along the south line of said Southwest Quarter of Section 5 to a point approximately 853.5 feet east of the southwest corner of said Southwest Quarter of Section 5; thence north a distance of 30 feet to the northerly right-of-way line of 69th Street North; thence east on the north right-of-way line of 69th Street North to the east line of the W ½, SW ¼ Section 5; thence north along said east line to the south line of NW ¼ Section 5; thence east on said south line to the east line of said NW ¼; thence north along said east line to a point 654 feet south of the south right-of-way line of 77th Street North; thence continuing north on the east line NW ¼, said line also being the west line of NE ¼; thence east parallel with the north line of said Northeast Quarter a distance of approximately 660 feet; thence north a distance of approximately 280 feet; thence east parallel with the north line of said Northeast Quarter a distance of 420 feet; thence north a distance of 350 feet to the south right-of-way line of 77th Street North; thence east continuing along said southerly

right-of-way line to a point 250 feet west of the east line of the Northeast Quarter of Section 5; thence southeasterly along said southerly right-of-way of 77th Street North to a point 150 feet west of the east line of the Northeast Quarter and 75 feet south of the north line of the Northeast Quarter of Section 5; thence east along the south right-of-way line of 77th Street North to the westerly right-of-way line of “Old U.S. 81 Highway”; thence continuing east along the south right-of-way line of 77th Street North extended to the west line of the Northwest Quarter of Section 4, Township 26 South, Range 1 East of the 6th P.M.; thence continuing east to the easterly right-of-way line of “Old U.S. 81 Highway”; thence northeasterly to the south line of the Southeast Quarter of Section 32, Township 25 South, Range 1 East of the 6th P.M.; thence continuing northeasterly to the east line of the Southeast Quarter of Section 32, said point being 105.54 feet north of the southeast corner of said Southeast Quarter, said east line of the Southeast Quarter also being the easterly right-of-way line of “Old U.S. 81 Highway”; thence north along the easterly right-of-way line of the “Old U.S. 81 Highway” (said easterly right-of-way established by Condemnation Case 92066) to the south line of the Northwest Quarter of Section 33, Township 25 South, Range 1 East of the 6th P.M.; thence continuing north along said easterly right-of-way line of “Old U.S. 81 Highway” to a point approximately 128.5 feet south of and 60 feet east of the northeast corner of the Northwest Quarter of Section 33; thence northeasterly along a right-of-way (recorded in Deed Book 1514, Page 204) to a point approximately 40 feet south of and 136 feet east of the northwest corner of the Northwest Quarter of Section 33; thence north, a distance of 40 feet to the south line of the Southwest Quarter of Section 28, Township 25 South, Range 1 East of the 6th P.M.; thence continuing north, a distance of 30 feet; thence west, parallel to the south line of the Southwest Quarter to the east line of the Southeast Quarter of Section 29, Township 25 South, Range 1 East of the 6th P.M.; thence continuing west along the north right-of-way line of 85th Street North to the east line of the Southwest Quarter of Section 29; thence north along said east line of the Southwest Quarter to the south line of the Northeast Quarter of Section 29; thence east to the westerly right-of-way line of “Old U.S. 81 Highway”; thence north along said westerly right-of-way line of “Old U.S. 81 Highway” to the north line of the Northeast Quarter of Section 29; thence east along the north line of the Northeast Quarter of Section 29 to the southwest corner of the Southwest Quarter of Section 21, Township 25 South, Range 1 East of the 6th P.M.; thence east along the south line of said Southwest Quarter, a distance of 60 feet to the easterly right-of-way line of “Old U.S. 81 Highway”; thence north along said easterly right-of-way line of “Old U.S. 81 Highway” a distance of 208.7 feet; thence east a distance of 169.4 feet; thence north a distance of 138 feet; thence west to the easterly right-of-way line of “Old U.S. 81 Highway”; thence north along said easterly right-of-way line of “Old U.S. 81 Highway” a distance of 12 feet; thence east a distance of 370 feet; thence north parallel with the west line of the Southwest Quarter a distance of 90 feet; thence east parallel with the south line of the Southwest Quarter a distance of 235 feet; thence north parallel with the west line of the Southwest Quarter a distance of 873.03 feet to the south line of the north half of the Southwest Quarter of Section 21; thence continuing north, a distance of 1180 feet; thence west parallel with the south line of the north half of the Southwest Quarter a distance of 605.01 feet to the easterly right-of-way line of “Old U.S. 81 Highway”; thence north along the easterly right-of-way line of “Old U.S. 81 Highway” a distance of 144.51 feet to the north line of the Southwest Quarter of Section 21; thence west along the north line of said Southwest Quarter a distance of 60 feet to the northeast corner of the Southeast Quarter of Section 20, Township 25 South, Range 1 East of the 6th P.M.; thence continuing west along the north line of said Southeast Quarter, a distance of 60 feet to the westerly right-of-way line of “Old U.S. 81 Highway”; thence continuing west along the north line of said Southeast Quarter to the northeast corner of the

Southwest Quarter of Section 20; thence south along the east line of the Southwest Quarter of Section 20 to a point 540 feet north of the south line of the Southwest Quarter; thence west a distance of 330 feet; thence south a distance of 510 feet to the northerly right-of-way line of 93rd Street North; thence west along said northerly right-of-way line of 93rd Street North to a point 818 feet east of the west line of the east half of the Southwest Quarter; thence north, a distance of 1035.4 feet; thence west a distance of 818 feet to the east line of the west half of the Southwest Quarter; thence north along said east line to the north line of the Southwest Quarter of Section 20, said point being the northeast corner of Meadowlake Acres Addition; thence west along the north line of said Southwest Quarter to the northwest corner of said Meadowlake Acres Addition, said point also being the easterly right-of-way line of Seneca Street; thence continuing west a distance of 50 feet to the east line of the Southeast Quarter of Section 19, Township 25 South, Range 1 East of the 6th P.M.; thence continuing west a distance of 30 feet to the westerly right-of-way line of Seneca Street; thence south along the westerly right-of-way line of Seneca Street to the northerly right-of-way line of 93rd Street North, said point being 30 feet north of the south line of the Southeast Quarter of Section 19; thence west along said northerly right-of-way of 93rd Street North a distance of approximately 364.8 feet; thence south a distance of 30 feet to the north line of the Northeast Quarter of Section 30, Township 25 South, Range 1 East of the 6th P.M.; thence continuing south a distance of 50 feet to the southerly right-of-way line of 93rd Street North; thence continuing south a distance of 570 feet; thence west a distance of 1094.25 feet; thence south a distance of 175 feet; thence east a distance of 69 feet; thence south to the north line of the Southeast Quarter of Section 30; thence east along said north line of the Southeast Quarter to the westerly right-of-way line of Seneca Street, said point being 30 feet west of the east line of said Southeast Quarter of Section 30; thence south along the westerly right-of-way line of Seneca Street a distance of 992.28 feet; thence west a distance of 804.84 feet; thence south to the north right-of-way line of 85th Street North; thence west along the northerly right-of-way line of 85th Street North to the easterly right-of-way line of Wichita-Valley Center Flood Control; thence continuing west, a distance of 100.08 feet to the east line of the Southwest Quarter of Section 30; thence continuing west, a distance of 95.08 feet to the westerly right-of-way line of the Wichita-Valley Center Flood Control; thence north along the westerly right-of-way line of the Wichita-Valley Center Flood Control to the north line of the Southwest Quarter of Section 30; thence north and northwesterly along westerly right-of-way line of Wichita – Valley Center Flood Control to the south right-of-way line of 93rd Street North; thence east on said south right-of-way line to a point on the east line of annexation as described in Ordinance 1300-16 (Tract 2); thence northwesterly to a point on south line SW ¼ Section 19, Township 25 South, Range 1 East, said point being 280 feet west of the southeast corner SW ¼ said Section 19; thence east along said south line to the southeast corner of SW ¼ Section 19; thence north along east line of said SW ¼ to the south line of the north 30 acres of said SW 1/4; thence west along said south line to the northeast corner of Valley Center Cemetery Addition; thence continuing west along north line of said Valley Center Cemetery Addition to the east right-of-way line of Meridian Avenue; thence south along said east right-of-way line to the southwest corner of Valley Center Cemetery Addition; thence west to the west right-of-way line of Meridian; thence bearing South 00°00'00" East, parallel with and 50.00 feet West of the East line of said Southeast Quarter, a distance of 1,503.43 feet; Thence Bearing South 89°47'18" West, parallel with the South line of said Southeast Quarter, a distance of 10.00 feet; Thence Bearing South 00°00'00" East, parallel with and 60.00 feet West of the East line of said Southeast Quarter, a distance of 85.00 feet; Thence Bearing South 44°53'38" West, a distance of 21.25 feet; Thence Bearing South 89°47'18" West, parallel with and 50.00 feet North of the South line of said Southeast

Quarter, a distance of 75.00 feet; Thence Bearing South 00°00'00" East, a distance of 50.00 feet to a point on the South line of said Southeast Quarter, said point being 150.00 feet West of the Southeast corner of said Southeast Quarter; Thence Bearing South 89°47'18" West, along the South line of said Southeast Quarter, also being the North line of the Northeast Quarter of Section 25, Township 25 South, Range 1 West of the 6th P.M., a distance of 0.21 feet; Thence Bearing South 00°12'42" East, a distance of 50.00 feet; Thence bearing North 89°47'18" East, parallel with and 50.00 feet South of the North line of said Northeast Quarter, a distance of 75.00 feet; Thence Bearing South 45°05'34" East, a distance of 35.28 feet; Thence Bearing South 89°58'27" East, a distance of 50.00 feet to a point on the East line of said Northeast Quarter, thence south along east line of NE ¼ Section 25 to the northeast corner of SE ¼ of the NE ¼ said Section 25; thence west along the north line of the south half of the Northeast Quarter of Section 25, Township 25 South, Range 1 West of the 6th P.M. to a point on the east line of the Northwest Quarter of Section 25, Township 25 South, Range 1 West of the 6th P.M.; thence south to the northeast corner of the Southwest Quarter of Section 25, said point being the point of beginning.

TRACT 2

Beginning at the southeast corner of SW ¼, Section 34, Township 25 south, Range 1 West of 6th Principal Meridian, Sedgwick County Kansas; thence west along south line of said SW ¼ to a point 800 feet east of SW corner of said SW ¼ thence north 545 feet; thence west 800 feet to the west line of said SW ¼; thence north to northwest corner said SW ¼, said point also being the SW corner of Northwest ¼ said Section 34; thence east to east right-of-way line of Ridge Road; thence north on said east right-of-way line to the south right-of-way line of 85th Street North; thence east along said south right-of-way line to the east line of said NW ¼; thence south along east line said NW ¼ to SE corner of said NW ¼, said point also being the NE corner of SW ¼; thence south along east line of SW ¼ to point of beginning.

Except the Exceptions described as follows:

- A. Commencing at the northwest corner of the Northwest Quarter, Section 6, Township 26 South, Range 1 East of the 6th P.M.; thence east along the north line of said Northwest Quarter to the westerly right-of-way line of the A.T. & S.F. Railroad; thence southeasterly along said westerly right-of-way line to a point 472.19 feet south of the north line of said Northwest Quarter; said point being the point of beginning; thence west, parallel to and 472.19 feet south of said north line, to a point 33 feet southwesterly of said westerly right-of-way line; thence southeasterly, parallel to and 33 feet southwesterly of said westerly right-of-way line to a point 576.19 feet south of the north line of said Northwest Quarter; thence east, parallel to and 576.19 feet south of the north line to the westerly right-of-way line of the A.T. & S.F. Railroad; thence northwesterly along said westerly right-of-way to the point of beginning.
- B. Commencing at the northwest corner of the Northwest Quarter, Section 6, Township 26 South, Range 1 East of the 6th P.M.; thence east along the north line of said Northwest Quarter to the westerly right-of-way line of the A.T. & S.F. Railroad; thence southeasterly along said westerly right-of-way line to a point 851.45 feet south of the north line of said Northwest Quarter, said point being the point of beginning; thence west parallel to and 851.45 feet south of said north line, to a point on the westerly line of the vacated AVI right-of-way; thence southeasterly along said right-of-way line to a point that is 948.4 feet south of the north line of the Northwest Quarter; thence east parallel to said north line to the easterly line of the vacated AVI right-of-way; thence northwesterly along the easterly right-of-way to the point of beginning.

- C. Commencing at a point 1318.62 feet east of the west line of the Southeast Quarter of Section 31, Township 25 South, Range 1 East of the 6th P.M.; thence north, a distance of 30 feet to the north right-of-way line of 77th Street North, said point being the Point of Beginning; thence continuing north along the west line of the east half of the Southeast Quarter to the south line of the north half of the Southeast Quarter; thence east along the south line of said north half to the west line of SW $\frac{1}{4}$, Section 32, Township 26 south, Range 1 East; thence north along said west line, a distance of 330 feet;; thence continuing east, a distance of 30 feet to the easterly right-of-way line of Seneca Street; thence north, parallel to the west line of the Southwest Quarter to the north line of the Southwest Quarter; thence east along said north line of the Southwest Quarter to a point 917.13 feet east of the northwest corner of the Southwest Quarter; thence south, parallel with the east line of the west half of the Southwest Quarter to a point 208.71 feet north of the south line of the Southwest Quarter; thence west, parallel to the south line of the Southwest Quarter a distance of 708.42 feet; thence north, parallel with the west line of the Southwest Quarter, a distance of 208.71 feet; thence west, a distance of 178.71 feet to the east right-of-way line of Seneca Street; thence continuing west a distance of 30 feet to the east line of the Southeast Quarter of Section 31, Township 25 South, Range 1 East of the 6th P.M.: thence continuing west, a distance of 30 feet to the west right-of-way line of Seneca Street; thence north along the westerly right-of-way line of Seneca Street to a point 430 feet north of the south line of the Southeast Quarter; thence west a distance of 238 feet; thence south, a distance of 400 feet to the northerly right-of-way line of 77th Street North; thence west along said right-of-way line to the Point of Beginning.
- D. Commencing at a point 1361.01 feet south and 331.79 feet west of the northeast corner of the Northwest Quarter of Section 29, Township 25 South, Range 1 West of the 6th P.M.; thence south, a distance of 627.81 feet to the north line of the south half of the south half, thence west along the south line of said Northwest Quarter a distance of approximately 11 feet to the Point of Beginning; thence south to the south line of the Northwest Quarter of Section 29; thence west along the south line of said Northwest Quarter to a point 658.5 feet east of the southwest corner of said Northwest Quarter; thence north to the north line of the south half of the south half of the Northwest Quarter; thence east along said north line to the Point of Beginning.
- E. Beginning at a point on the south right-of-way line of 77th Street North and on the east line of the west $\frac{1}{2}$, NW $\frac{1}{4}$, Section 5, Township 26 South, Range 1 East, 6th P.M., Sedgwick County, Kansas; thence south along said east line a distance of 654 feet; thence west to the west line of said NW $\frac{1}{4}$; thence south to the southwest corner said NW $\frac{1}{4}$; thence east to the east right-of-way line of Seneca; thence south along said east right-of-way line to the north line of Wichita – Valley Center Flood Control; thence southeasterly along easterly line of Wichita - Valley Center Flood Control to the north right-of-way line of 69th Street North; thence west along the northerly right-of-way line of 69th Street North to the westerly right-of-way line of the Wichita-Valley Center Flood Control; thence northwesterly along said westerly right-of-way line of Wichita-Valley Center Flood Control to the easterly right-of-way line of Seneca Street; thence west a distance of 30 feet to the east line of the Southeast Quarter of Section 6, Township 26 South, Range 1 East of the 6th P.M.; thence continuing west a distance of 30 feet to the westerly right-of-way line of Seneca Street; thence south along said westerly right-of-way of Seneca Street to the northerly right-of-way line of 69th Street North; thence west along the north right-of-way line of 69th Street North to the westerly right-of-way line of the Atchison, Topeka and Santa Fe Railroad; thence southeasterly along the westerly right-of-way line of the Atchison, Topeka and Santa Fe Railroad to the south line of the Southeast Quarter; thence west along the south line of the Southeast Quarter to the easterly right-of-way line of Interurban Drive; thence northwesterly along said east right-of-way line of Interurban Drive to the south line of the Northwest Quarter, Section 6; thence east along the south line of the Northwest Quarter to the centerline of the vacated 66 foot AVI right-of-way;

thence northwesterly along said centerline to a point that is 1089 feet south of the north line of the Northwest Quarter; thence east, parallel to said north line to the westerly right-of-way line of the A.T. & S.F. Railroad; thence southeasterly along the westerly right-of-way of said A.T. & S.F. Railroad to the north line of the Southwest Quarter; thence southeasterly along said westerly right-of-way line to a point on the east line of the Southwest Quarter of Section 6; thence north along said east line to the northeast corner of the Southwest Quarter; thence continuing north, along the east line of the Northwest Quarter of Section 6 to the south right-of-way line of 77th Street North; thence east along said south right-of-way line a distance of approximately 823.47 feet; thence south 211.06 feet; thence east 139.75 feet; thence north 230.95 feet to said south right-of-way line; thence east along the south right-of-way line of 77th Street North to the west line of the Northwest Quarter of Section 5, Township 26 South, Range 1 East of the 6th P.M.; thence continuing east along the south right-of-way line of 77th Street North to the point of beginning.

- F. That part of Government Lot 1 in Southwest Quarter of Southwest Quarter of section 19 described as follows: Beginning at the Southeast Corner of said Southwest Quarter; thence north along the East line of said Southwest Quarter, 732.02 feet; thence west parallel with the South line of said Southwest Quarter, 450 feet; thence south parallel with the East line of said Southwest Quarter, 430.27 feet; thence southeasterly 351.81 feet, more or less, to a point on the South line of said Southwest Quarter, said point being 280 feet west of the Southeast corner of said Southwest Quarter; thence east 280 feet to the point of beginning.

PASSED AND APPROVED by the Governing Body of the City of Valley Center, Kansas, this twentieth day of February 2024.

{SEAL}

James E. Truman, Mayor

ATTEST:

Kristi Carrithers, City Clerk

NEW BUSINESS

RECOMMENDED ACTION

**A. RESOLUTION 748-24; APPROVAL OF UPDATED CITY BOUNDARY
MAP:**

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends motion to adopt Resolution 748-24, describing City of Valley Center Boundaries.

NEW BUSINESS

B. APPROVAL OF ORGANIZATION CHART REVISIONS:

City Administrator Clark will present revisions to the City of Valley Center Organization Chart. Revisions include changing Asst. City Administrator to Finance Director position and City Clerk to City Clerk/Human Resource.

- Memo from City Administrator Clark
- Organizational Chart



February 20th, 2024

To: Mayor Truman & Council Members
From: Brent Clark, City Administrator

Subject: Organizational Flow Chart

PROPOSAL

The City of Valley Center is always reevaluating processes and procedures to ensure we're providing the most effective as well as efficient services to the public. I have determined it's the best time to reevaluate the organizational flow chart with the recent departure of the Assistant City Administrator for Finance and Administration. I'm proposing to promote Kristi Carrithers to a Department Director position and title it as the City Clerk/Human Resources (HR) Director. The positions of Senior Coordinator and Court Clerk would report directly to the City Clerk/HR Director.

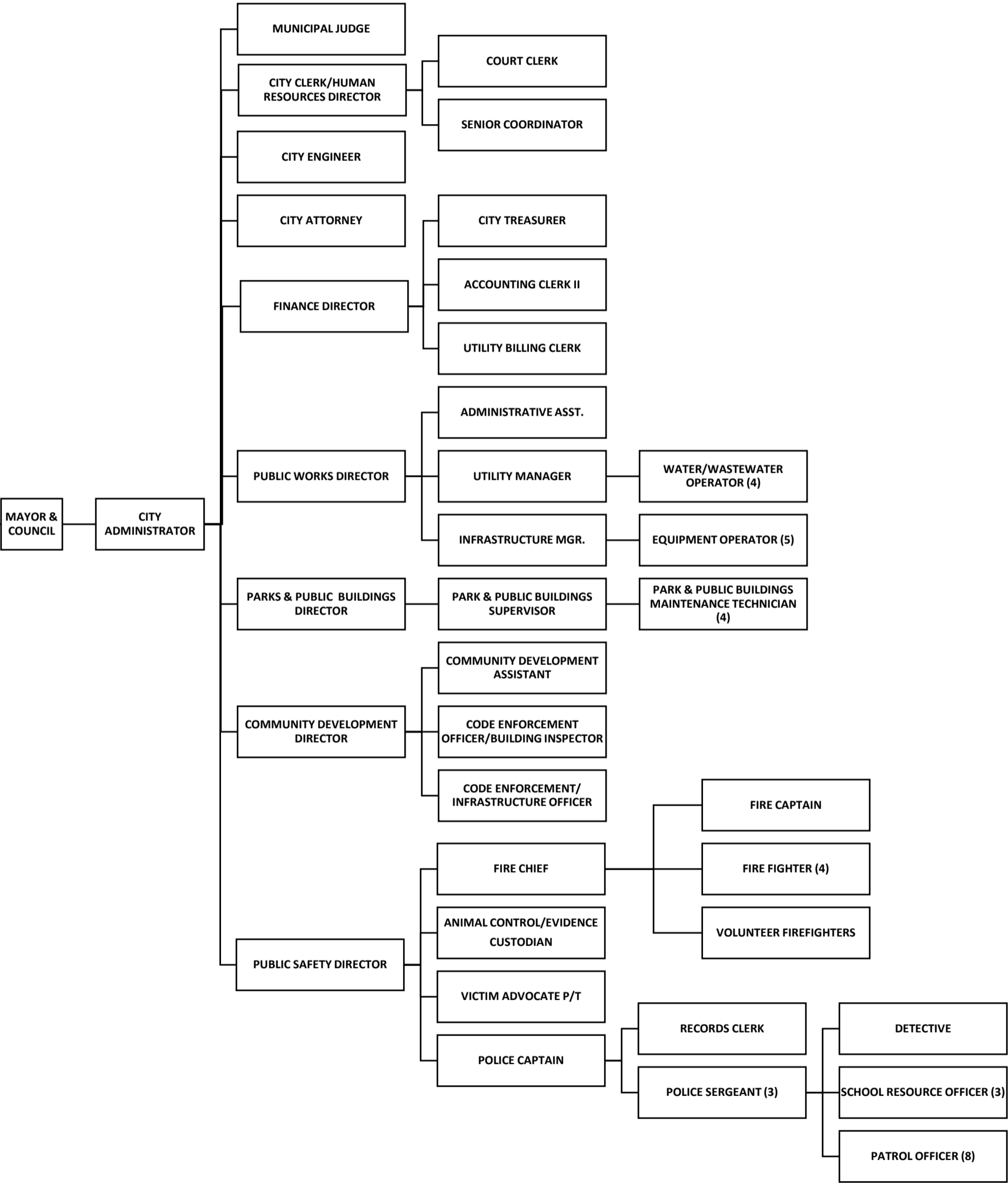
The Assistant City Administrator for Finance and Administration Department Director position would transition to the title of Finance Director. The positions of City Treasurer, Accounting Clerk II, and Utility Billing Clerk would report directly to the Finance Director.

RECOMMENDATION

Administration recommends approving the proposed updated organizational flow chart with adding the title of City Clerk/HR Director position as a Department Director and changing the Assistant City Administrator for Finance and Administration to the title of Finance Director.

Sincerely,
Brent Clark
City Administrator

CITIZENS



NEW BUSINESS

RECOMMENDED ACTION

B. APPROVAL OF ORGANIZATIONAL CHART REVISIONS:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends Council approve changes to the City Organizational chart.

NEW BUSINESS

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

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

Brent Clark – City Administrator
Desirae Womack – City Treasurer
James (Jet) Truman – Mayor
Ben Anderson – Council President

Should Council choose to proceed

RECOMMENDED ACTION

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

NEW BUSINESS

D. APPROVAL OF AGREEMENT WITH PEC FOR SENECA ST CONCEPT AND DRAINAGE ANALYSIS:

City Engineer Scheer will present for approval an agreement with PEC. This project shall consist of conceptual engineering services and associated drainage analysis for the anticipated roadway improvements along Seneca Street from Ford Street (77th Street) to 5th Street (85th Street).

The following project improvements are anticipated:

- Expanded roadway pavement from 2-lanes to 3-lanes with curb and gutter.
- Incidental roadway drainage, including storm sewer.
- Bridge replacement.
- Multi-Use path (sidewalk) along the West side.
- Pedestrian and roadway lighting.

➤ Agreement with PEC



February 13, 2024

Brent Clark
City Administrator
City of Valley Center
PO BOX 188
Valley Center, KS 67147

Reference: AGREEMENT for Seneca Street Concept and Drainage Analysis
Valley Center, KS
PEC Project No. 35-217013-009-2502

Dear Mr. Clark:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

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

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

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

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

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

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

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

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

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Severability. If any provisions of this Agreement is determined to be unenforceable, in whole or in part, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

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

KMS:mmm

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: _____, Signatory

Printed Name: _____

Title: _____

Date: _____

ACCEPTED:

CITY OF VALLEY CENTER

By: _____

Printed Name: _____

Title: _____

Date: _____



EXHIBIT A

A. Project Description:

1. The Project shall consist of conceptual engineering services and associated drainage analysis for the anticipated roadway improvements along Seneca Street from Ford Street (77th Street) to 5th Street (85th Street).
2. The following project improvements are anticipated:
 - Expanded roadway pavement from 2-lanes to 3-lanes with curb and gutter.
 - Incidental roadway drainage, including storm sewer.
 - Bridge replacement.
 - Multi-Use path (sidewalk) along the West side.
 - Pedestrian and roadway lighting.

B. Anticipated Project Schedule:

1. The fully executed copy of the contract will serve as PEC's notice to proceed with the services.
2. PEC shall commence its services on the Project within 14 days after receiving notice to proceed from the CLIENT.
3. PEC and CLIENT anticipate that concept and drainage analysis will be complete within three (3) months from notice to proceed.
4. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. Project deliverable schedules will be impacted by untimely receipt of information necessary to complete design. PEC will not have control over or responsibility for any CLIENT, contractor, or vendor's performance schedule.

C. Project Deliverables:

1. This Project Deliverables shall consist of the following sealed by an Engineer licensed in the State of Kansas where applicable:
 - a) Preliminary Concept and associated engineer's opinion of probable cost in portable document format (PDF).
 - b) Final Concept and associated engineer's opinion of probable cost in PDF format.
 - c) Floodplain impact report, including a no-rise certification and supporting digital models.
 - d) Kansas Department of Agricultural (KDA) floodplain permit.

D. Scope of Services:

1. General Services:
 - a) Provide project correspondence and consultation with CLIENT.
 - b) Provide quality control review prior to submission of project deliverables.
 - c) Attend and assist in facilitating up to two (2) review meetings with the CLIENT to review concept alternates, design decisions and estimates.

2. Conceptual Design Services:

- a) Develop a preliminary roadway and bridge concept for North Seneca from Ford St. to 5th St.
 - i. The concept will include preliminary horizontal geometry and vertical alignments, along with preliminary bridge replacement options.
 - ii. Develop associated engineer's opinion of probable cost.
- b) Prepare a final roadway and bridge concept along with associated engineer's opinion of probable cost, split per the funding source as directed by the CLIENT.
- c) Prepare presentation materials for City Staffs use at City Council, to include the following:
 - i. 2-D Concept plan.
 - ii. Engineer's opinion of probable cost.
 - iii. Estimated Construction Schedule.

3. Drainage Analysis Services:

- a) Review Existing Federal Emergency Management Agency (FEMA) hydraulic HEC-RAS 1D model. This will include:
 - i. Obtaining a copy of the HEC-RAS 1D Model for the Trailsview Slough.
 - ii. Review of the model for use on reconstruction of Seneca Bridge.
 - iii. Updating the existing conditions to create a Corrected Effective Model as required by FEMA permitting.
- b) Prepare analysis to include quantifying the hydraulic impacts of up to two (2) iterations of the Seneca Bridge. This will include:
 - i. Performing proposed conditions analysis for the effective FEMA HEC-RAS 1D Model.
 - ii. Creating a proposed conditions model to quantify the hydraulic impacts of the bridge.
 - iii. Hydraulic scour calculations based on either HEC-18 or HEC-RAS modeling to support structural design requirements.
- c) It is anticipated that a No-Rise Certification will be obtained at the bridge location. The analysis associated with a No-Rise Certification includes:
 - i. Prepare mapping to show proposed modifications.
 - ii. Derive necessary water surface elevation information from the cross sections to quantify hydraulic impacts.
- d) Prepare associated floodplain impact study report and KDA floodplain permit application.
 - i. This includes the \$500.00 KDA floodplain permit application fee.

E. Additional Responsibilities of CLIENT:

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

1. Provide final surface and plat in CAD (dwg.) format and corresponding approved subdivision drainage plans, including all associated stormwater modeling completed subdivision platting engineer and/or designer of record, for the following developments:
 - i. Prairie Lakes.
 - ii. Trails End Addition.
 - iii. Cedar Ridge Estates.
 - iv. Fiddler's Creek.
2. Drawings, studies, reports, and other information available pertaining to the needs of the PROJECT.
3. Attend all PROJECT meetings.
4. Provide access to the PROJECT area property.
5. Provide CLIENT utility locates within the PROJECT area.
6. Provide prompt review of the PROJECT deliverables. Comments shall be returned within 14 calendar days of the preliminary submittal.
7. Easement and right-of-way appraisal and acquisition, if necessary, for construction of the PROJECT.

F. Additional Services:

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

1. Additional services associated with an expansion of the PROJECT or increase in PROJECT size and construction cost.
2. Geotechnical investigations.
3. Meetings with local, State, or Federal agencies beyond those specifically identified in the above scope of services.
4. Attendance at public meetings beyond those specifically identified in the above scope of services.
5. Alternate designs not specifically listed in the Scope of Services.
6. Additional permits not specifically listed in the Scope of Services.
 - a) FEMA CLOMR (Assume NonLevee) – It is anticipated that a No-Rise Certification will be obtained in which a FEMA CLOMR (NonLevee) permit would not be required based on federal guidelines.
7. Investigation and Assistance with preparation of United States Army Corps of Engineers (USACE), Division of Water Resources (DWR), FEMA LOMC, FEMA Levee Certification Services and local jurisdiction floodplain fill required permits.
8. Design Services beyond those specialty identified in the above scope of services: Field Survey; Geotechnical Investigation; Electrical, Structural, Utilities and Municipal Transportation Engineering.
9. Traffic Services: Traffic Counts, Traffic Impact Studies, and Signal Warrant Analysis.
10. Construction Phase Services: Includes Construction Administration, Testing and Inspection, Construction Staking related to the project.
11. Landscape Architecture Services: Includes landscape design and tree planting.

G. Exclusions:

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Additional services not included in the above scope of services.
2. Printing Cost.
3. FEMA Levee Certification Analysis.
4. Application fee and mitigative measure design to apply for a USACE 404 permit.
5. Franchise Utility Design.
6. Railroad/Railway Coordination and Design.
7. Environmental site assessments.
8. Appraisal and acquisition of easements and right-of-way.
9. Permit and review fees.
10. Code mandated special structural inspections. The CLIENT shall establish and pay for a testing and inspection plan that includes all code mandated special structural inspections to be performed, if required.

H. PEC's Fees:

1. PEC will invoice CLIENT one time per month for services rendered in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.
2. PEC's Fee for its Scope of Services will be on a lump sum basis in the amount of **\$78,500.00**.

Services	Fees
Drainage Analysis Services	\$ 33,000.00
Conceptual Design Services	\$ 45,500.00
TOTAL	\$ 78,500.00

3. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

NEW BUSINESS

RECOMMENDED ACTION

**D. APPROVAL OF AGREEMENT WITH PEC FOR SENECA ST
CONCEPT AND DRAINAGE ANALYSIS:**

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends approval of the agreement with PEC for drainage analysis and conceptual design services for Seneca Street in an amount of \$78,500.00 and authorize Mayor to sign.

NEW BUSINESS

E. APPROVAL OF RFP – 2024 ROADWAY UPGRADE:

Public Works Director Eggleston will present the RFP (request for proposals) for 2024 Roadway Upgrade. This will include asphalt mill & overlay, slurry seal, concrete curb and gutter and paint stripping.

- RFP 2024 Roadway Upgrade Services
- Proposed Mill and Overlay map
- Proposed Slurry Seal map
- Proposed Asphalt & Base map



REQUEST FOR PROPOSALS (RFP) **2024 Roadway Upgrade Services**

Proposal Deadline:
March 8, 2024

Overview

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

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

- Perform a 2" asphalt Mill & Overlay to approximately 12,842 square yards of asphalt pavement. Apply slurry seal to approximately 40303 square yards of pavement. Remove surface, excavate, lay a rock base, apply 3 inches of asphalt surface to approximately 4262 square yards of roadway. Replace approximately 331 linear feet of concrete curb & gutter. A list of streets is provided later in this document.
- Restore all paint striping to original condition to include crosswalk lines, turn lanes, etc.
- Complete applicable forms and certifications.
- Maintain General Liability Insurance (\$1,000,000 minimum); Workers Compensation Insurance (\$500,000) and business automobile liability (\$1,000,000) and furnish proof of such insurance.

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

In order to be eligible to submit a bid to the City for the installing, improving or construction of any of the City's street paving, stormwater utility drainage, water line, sanitary sewer line and related work on public utilities and public works (to the extent the same are located or to be located within the public right-of-way), a bidding contractor must be listed with the Kansas Department of Transportation on its Pre-Qualified Contractor's List, as then published and in effect in the State of Kansas at and during the time bids are solicited by the City and due. The governing body reserves the right to waive such a requirement in any specific case, and any approval by the governing body of a contract with any non-qualifying bidder or contractor shall be deemed absolute and intentional waiver of this pre-requisite.

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

Proposal Submittal

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

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

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

Completed proposals must be received no later than March 8, 2024 at 12:00 pm and delivered to: City of Valley Center, City Hall, 121 S. Meridian P.O. Box 188; Valley Center, KS 67147, attention Kristi Carrithers clearly marked "RFP – Roadway Upgrade Services 2024". The City reserves the right to reject all proposals. Proposals received after this deadline may be refused and deemed ineligible for consideration at the City's sole discretion.

Minimum Insurance and Bonding Requirements for Contract Awards

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

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

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

- a. Manufacturers and Contractor's Public Liability Insurance as appropriate for the project (Minimum requirement - \$1,000,000)
- b. Property Damage Insurance to protect them from claims for property damage. (Minimum requirement - \$1,000,000)

- b. Any and all additional insurance required by the laws of the State of Kansas.

If any subcontracting is let, prime contractors will be required to ensure the subcontractors comply with the provisions of this plan and with all applicable required federal and state regulations. All subcontractors must be licensed through the City and provide evidence of insurance if applicable.

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

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

Selection of Contractor

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

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

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

Proposal Requirements and Examination of Work to be Performed.

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

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

Section 2

GENERAL INFORMATION

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

SCOPE OF SERVICES, BACKGROUND, AND PURPOSE

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

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

- Perform a 2-inch mill & overlay on the following streets. (Sq. Yds)

N Elm Ave	2250
N Hickory	4336
N Abilene, 5th Street to 4th Street	2460
W 1st Street, Sheridan to RR	3796
Cedar Street 1 st to Main street	1770
Total	12842

- Apply Slurry Seal to the following streets. (Sq. Yds)

Main, Birch to West	12133
Sheridan, Main to 5th	10570
Meridian, Middle School north to City Limit	8060
Goff, Meridian to Meadow	9540
Totals	40303

- Remove chip seal surface & excavate, apply 6-inch crushed concrete base & lay 3 inches of asphalt pavement. (Sq. Yds)

Sheridan Ct	1366
Palos Verdes Cir	2896

Palos Verdes Cir W	1230
	4262

- Replacement of approximately 331 linear feet of concrete curb & gutter in various spots. (City staff will mark)
- Repaint all traffic, crosswalk, turn lanes, etc.

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

HOURS WHEN WORK IS TO BE PERFORMED

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

SCHEDULING OF WORK- BEGINNING OF CONTRACT TERM

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

CONTRACTOR'S EMPLOYEES

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

PAYMENT TO CONTRACTOR

- A. The Contractor shall send an invoice or pay application to the Contract Manager and Accounts Payable staff for the services provided during the project. The invoice shall show location, service type, product and quantities used and service date, unit price, extended price and totals for each application.
- B. Invoices will be submitted to City Hall Accounts Payable, Amanda Park apark@valleycenterks.org and Contract Manager, Rodney Eggleston reggleston@valleycenterks.org or may be mailed to: 121 S. Meridian, PO Box 188, Valley Center, KS 67147, Attn: Accounts Payable.

- C. The Contract Manager or his designee shall review the invoice and any necessary reductions which must be made in accordance with the conditions of the Contract. Should the Contractor's invoice not include all necessary reductions, the invoice shall be reduced by the amount of the non-included reductions and processed for payment. The Contractor shall be notified of the reductions made and supplied with copies of documentation supporting those reductions.

CHANGES TO THE SCOPE OF WORK AND TERMINATION OF CONTRACT

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

INSPECTIONS AND APPROVAL OF WORK

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

ON-SITE SUPERVISION AND TRAINING

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

CONTACT INFORMATION

Contract Manager

Rodney Eggleston

Public Works Director

Office: 316-755-7320

P.O. Box 188; 121 S. Meridian, Valley Center, CO 67147

Email: reggleston@valleycenterks.org

Schedule

The following is a projected and tentative schedule of events:

Date	Event
February 20, 2024	RFP approval to issue
February 21, 2024	RFP issued
February 28, 2024, 11 AM.	Last day for respondents to submit written questions
March 5, 2024, 5 PM.	Final day responses to questions will be provided
March 8, 2024, 12 p.m.	Proposals due
March 12, 2024, 10 a.m.	Bid opening at Valley Center City Hall
March 19, 2024, 7 p.m.	Proposal selected at City Council meeting

SECTION 3

PROPOSAL SUBMISSION FORM

2024 City of Valley Center Roadway Upgrade Services

1. COMPANY NAME_____

2. ADDRESS (Home Office) _____

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

4. NUMBER OF FULL-TIME EMPLOYEES _____

5. OWNERSHIP

_____ Sole Proprietor _____ Other – Please Specify

_____ Limited Partnership

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

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

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

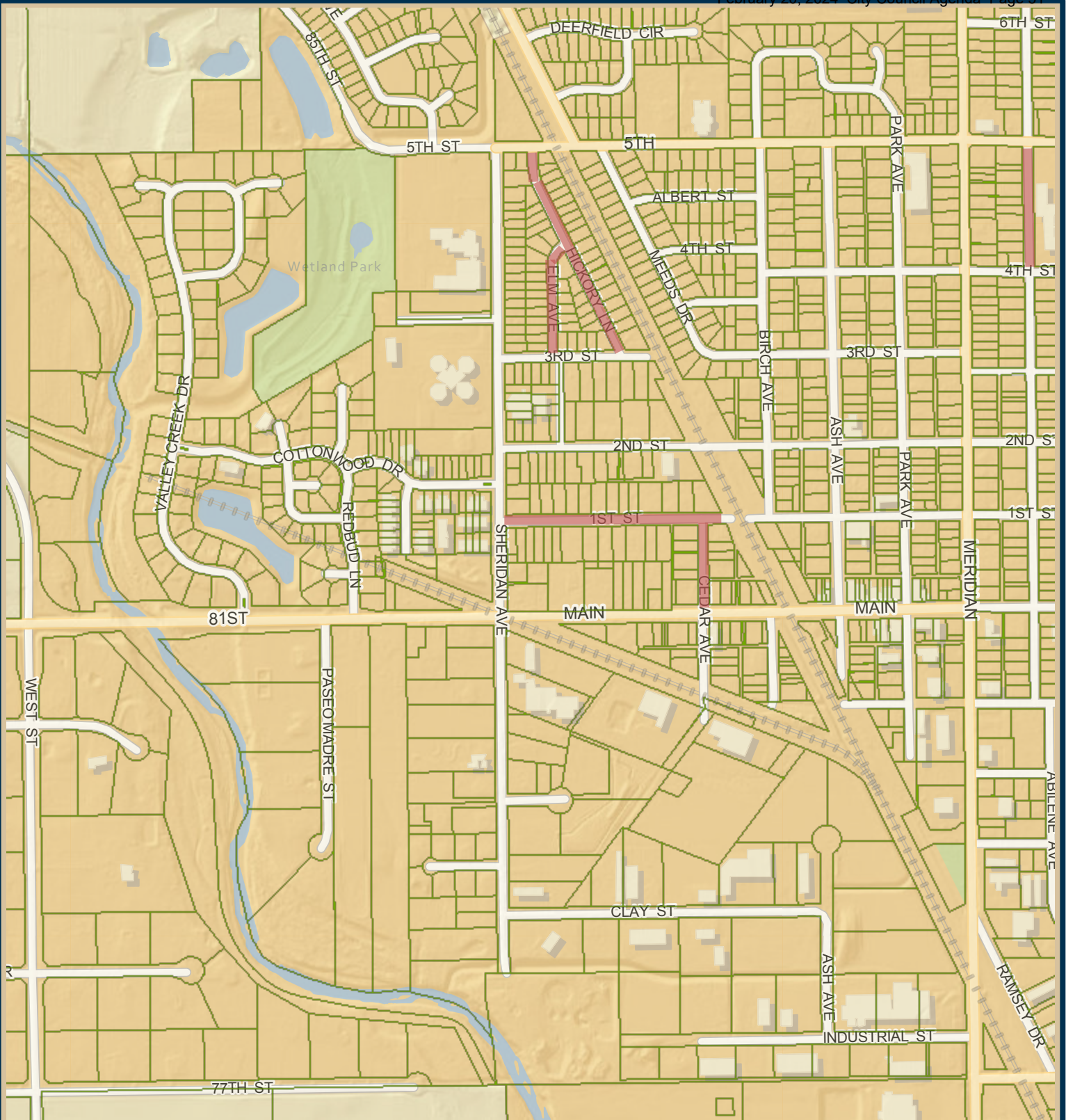
Total Cost

\$ _____

Signature of Authorized Representative

Name/Title of Authorized Representative

Date



Geographic Information Services
Sedgewick County...
working for you

Date: 2/8/2024

It is understood that the Sedgewick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map.

The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.

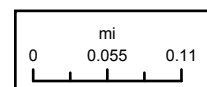
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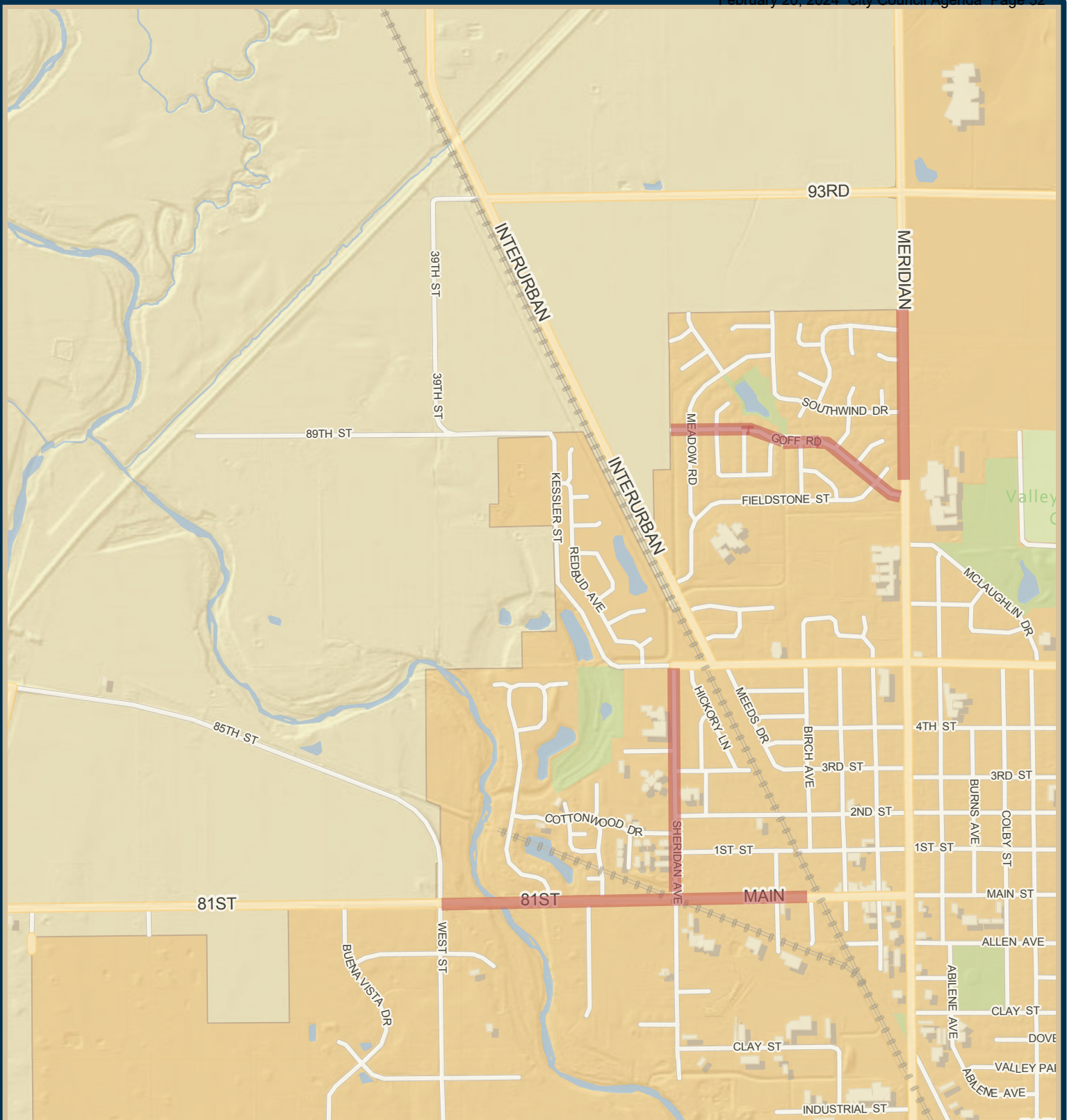
Mill & Overlay 2024

Sedgewick County, Kansas



1:9,028





Geographic Information Services
Sedgwick County...
working for you

Date: 2/8/2024

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map.

The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.

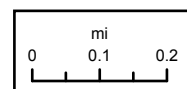
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Surry Seal 2024

Sedgwick County, Kansas



1:18,056

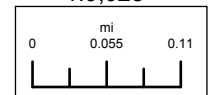


3 inch Asphalt & Base 2024

Sedgwick County, Kansas



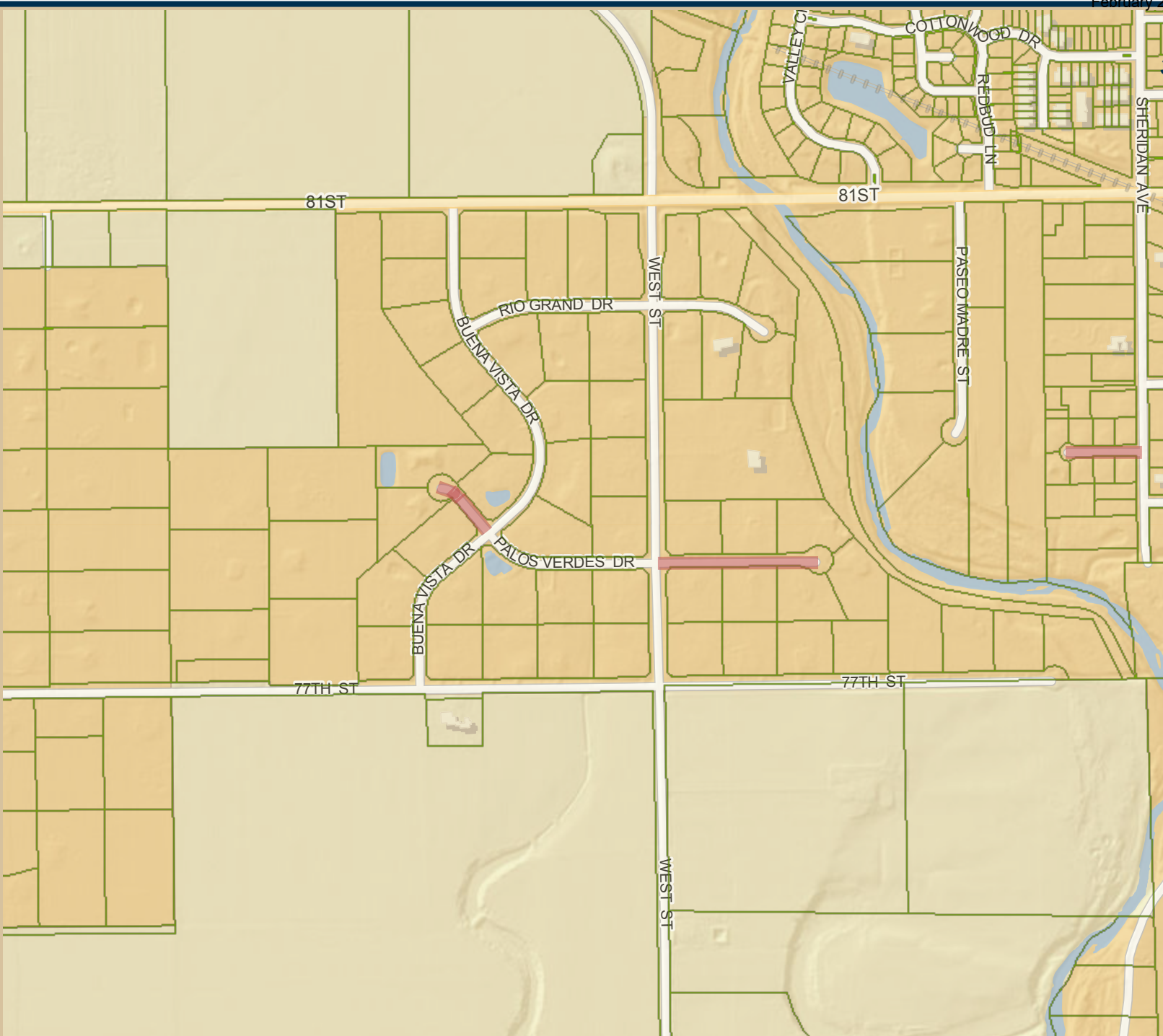
1:9,028



Date: 2/8/2024

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map.

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Geographic Information Services

Sedgwick County...
working for you

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NEW BUSINESS

RECOMMENDED ACTION

E. APPROVAL OF RFP – 2024 ROADWAY UPGRADE:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends motion to approve the RFP for 2024 Roadway upgrades and authorize staff to collect proposals and present selected bidder at future City Council meeting.

CONSENT AGENDA

- A. APPROPRIATION ORDINANCE – FEBRUARY 20, 2024**
- B. TREASURER’S REPORT–FEBRUARY 2024**
- C. CHECK RECONCILIATION - FEBRUARY 2024**
- D. REVENUE AND EXPENSE REPORT – FEBRUARY 2024**
- E. ECONOMIC DEVELOPMENT BOARD MINUTES – FEBRUARY 7, 2024**
- F. OUTDOOR SPACES BOARD MINUTES – FEBRUARY 9, 2024**

RECOMMENDED ACTION:

Staff recommends motion to approve the Consent Agenda as presented.

CONSENT AGENDA

A. APPROPRIATION ORDINANCE:

Below is the proposed Appropriation Ordinance for February 20, 2024, as prepared by City Staff.

February 20, 2024, Appropriation

Total **\$ 2,223,547.04**

VENDOR SET: 02 City of Valley Center

February 20, 2024 City Council Agenda Page 57

BANK: APBK INTRUST CHECKING

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0092	TYLER TECHNOLOGIES INC							
I-202401301314	TYLER TECHNOLOGIES INC	R	2/02/2024	617.40		056249		617.40
0110	LKM - LEAGUE OF KANSAS MUNICIP							
I-202401291305	LKM - LEAGUE OF KANSAS MUNICIP	R	2/02/2024	150.00		056250		150.00
0183	KANSAS ONE-CALL SYSTEM, INC							
I-202402011320	KANSAS ONE-CALL SYSTEM, INC	R	2/02/2024	156.00		056251		156.00
0224	SUMNERONE, INC.							
I-202401291304	SUMNERONE, INC.	R	2/02/2024	203.10		056252		203.10
0254	CITY OF WICHITA							
I-202401291302	CITY OF WICHITA	R	2/02/2024	48,766.49		056253		48,766.49
0351	WICHITA STATE UNIVERSITY							
I-202401301315	WICHITA STATE UNIVERSITY	R	2/02/2024	75.00		056254		75.00
0437	USA BLUEBOOK							
I-202401301313	USA BLUEBOOK	R	2/02/2024	423.17		056255		423.17
0574	WORKFORCE ALLIANCE OF SOUTH CE							
I-202401291301	WORKFORCE ALLIANCE OF SOUTH CE	R	2/02/2024	2,176.00		056256		2,176.00
0623	CORE & MAIN							
I-202402011317	CORE & MAIN	R	2/02/2024	1,885.00		056257		1,885.00
0728	DITCH WITCH UNDERCON							
I-202401291306	DITCH WITCH UNDERCON	R	2/02/2024	378.06		056258		378.06
0780	CHENEY DOOR COMPANY							
I-202401291298	CHENEY DOOR COMPANY	R	2/02/2024	516.50		056259		516.50
0799	ELITE FRANCHISING INC DBA JANI							
I-202401291297	ELITE FRANCHISING INC DBA JANI	R	2/02/2024	70.00		056260		70.00
0817	H.M.S. LLC							
I-202401291299	H.M.S. LLC	R	2/02/2024	212.95		056261		212.95
0824	GALLS, LLC							
I-202402011318	GALLS, LLC	R	2/02/2024	668.08		056262		668.08
0898	GREATER WICHITA YMCA							
I-202401291303	GREATER WICHITA YMCA	R	2/02/2024	43.75		056263		43.75

VENDOR SET: 02 City of Valley Center

February 20, 2024 City Council Agenda Page 58

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			NO	STATUS	AMOUNT
0908	CENTURY II PERFORMING ARTS & C							
I-202402011319	CENTURY II PERFORMING ARTS & C	R	2/02/2024	50.00		056264		50.00
1004	IMAGINE IT, INC.							
I-202401291300	IMAGINE IT, INC.	R	2/02/2024	28.99		056265		28.99
1075	RED EQUIPMENT LLC.							
I-202401301312	RED EQUIPMENT LLC.	R	2/02/2024	1,873.22		056266		1,873.22
1112	CRAFCO, INC							
I-202401301310	CRAFCO, INC	R	2/02/2024	750.00		056267		750.00
1127	THE HALSTEAD BANK							
I-202401301309	THE HALSTEAD BANK	R	2/02/2024	32,870.69		056268		32,870.69
1234	FLEET FUELS LLC							
I-202401301311	FLEET FUELS LLC	R	2/02/2024	1,343.74		056269		1,343.74
1360	ABCD TECH							
I-202401291308	ABCD TECH	R	2/02/2024	45.00		056270		45.00
1381	SOUTHARDS WELDING & MFG., INC.							
I-202401291307	SOUTHARDS WELDING & MFG., INC.	R	2/02/2024	200.00		056271		200.00
0035	BARRY ARBUCKLE							
I-202402071353	BARRY ARBUCKLE	R	2/09/2024	800.00		056273		800.00
0042	LARRY LINN							
I-202402071349	LARRY LINN	R	2/09/2024	1,700.00		056274		1,700.00
0077	KANSAS OFFICE OF THE TREASURER							
I-202402061330	KANSAS OFFICE OF THE TREASURER	R	2/09/2024	1,821.81		056275		1,821.81
0153	ARK VALLEY NEWS							
I-202402071345	ARK VALLEY NEWS	R	2/09/2024	694.00		056276		694.00
0156	BEALL & MITCHELL, LLC							
I-202402071351	BEALL & MITCHELL, LLC	R	2/09/2024	1,850.00		056277		1,850.00
0226	RURAL WATER DISTRICT #2							
I-202402071336	RURAL WATER DISTRICT #2	R	2/09/2024	17.37		056278		17.37
0280	KANSAS JUDICIAL COUNCIL							
I-202402061328	KANSAS JUDICIAL COUNCIL	R	2/09/2024	45.00		056279		45.00

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
0306	SEDGWICK COUNTY							
I-202402071347	SEDGWICK COUNTY	R	2/09/2024	2,137.67		056280		2,137.67
0321	DECKER ELECTRIC							
I-202402061322	DECKER ELECTRIC	R	2/09/2024	1,574.51		056281		1,574.51
0457	CHRISTOPHER MICHAEL LEE DAVIS,							
I-202402071350	CHRISTOPHER MICHAEL LEE DAVIS,	R	2/09/2024	125.00		056282		125.00
0535	NORTHRIDGE SAND, L.L.C.							
I-202402071346	NORTHRIDGE SAND, L.L.C.	R	2/09/2024	346.27		056283		346.27
0542	GIANT COMMUNICATIONS							
I-202402061325	GIANT COMMUNICATIONS	R	2/09/2024	2,086.50		056284		2,086.50
0569	AQUA PRODUCTS K.C							
I-202402061321	AQUA PRODUCTS K.C	R	2/09/2024	1,145.38		056285		1,145.38
0601	JOY K. WILLIAMS, ATTORNEY AT L							
I-202402071352	JOY K. WILLIAMS, ATTORNEY AT L	R	2/09/2024	1,350.00		056286		1,350.00
0713	WICHITA KENWORTH							
I-202402061331	WICHITA KENWORTH	R	2/09/2024	124.59		056287		124.59
0799	ELITE FRANCHISING INC DBA JANI							
I-202402061323	ELITE FRANCHISING INC DBA JANI	R	2/09/2024	2,046.78		056288		2,046.78
0815	KONICA MINOLTA BUSINESS SOLUTI							
I-202402081358	KONICA MINOLTA BUSINESS SOLUTI	R	2/09/2024	76.50		056289		76.50
0824	GALLS, LLC							
I-202402061324	GALLS, LLC	R	2/09/2024	958.62		056290		958.62
0837	KANSASLAND TIRE							
I-202402061329	KANSASLAND TIRE	R	2/09/2024	261.41		056291		261.41
0884	SHIRE GRAPHICS							
I-202402071337	SHIRE GRAPHICS	R	2/09/2024	1,963.78		056292		1,963.78
0912	PATTON TERMITE & PEST CONTROL							
I-202402081355	PATTON TERMITE & PEST CONTROL	R	2/09/2024	2,220.00		056293		2,220.00
0961	PINNACLE FIRE & AUTOMATION							
I-202402061334	PINNACLE FIRE & AUTOMATION	R	2/09/2024	300.00		056294		300.00

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
1004	IMAGINE IT, INC.							
I-202402061326	IMAGINE IT, INC.	R	2/09/2024	1,534.00		056295		1,534.00
1039	GRAINGER							
I-202402081357	GRAINGER	R	2/09/2024	298.38		056296		298.38
1056	WEX BANK							
I-202402071339	WEX BANK	R	2/09/2024	6,394.47		056297		6,394.47
1082	T-MOBILE							
I-202402071338	T-MOBILE	R	2/09/2024	105.00		056298		105.00
1279	MARQUEE HEALTH LLC							
I-202402061332	MARQUEE HEALTH LLC	R	2/09/2024	3,948.05		056299		3,948.05
1283	POWERDMS, INC							
I-202402071335	POWERDMS, INC	R	2/09/2024	3,072.00		056300		3,072.00
1286	MCCOWNGORDON CONSTRUCTION, LLC							
I-202402061333	MCCOWNGORDON CONSTRUCTION, LLC	R	2/09/2024	2,088,184.93		056301		2,088,184.93
1371	SUPERIOR EMERGENCY RESPONSE VE							
I-202402081356	SUPERIOR EMERGENCY RESPONSE VE	R	2/09/2024	650.00		056302		650.00
1388	NNDDA							
I-202402071343	NNDDA	R	2/09/2024	200.00		056303		200.00
1389	SITEONE LANDSCAPE SUPPLY							
I-202402071348	SITEONE LANDSCAPE SUPPLY	R	2/09/2024	1,260.40		056304		1,260.40
* * T O T A L S * *		NO		INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
REGULAR CHECKS:		55		2,222,795.56		0.00		2,222,795.56
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								
		NO		INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
VENDOR SET: 02 BANK: APBK TOTALS:		55		2,222,795.56		0.00		2,222,795.56

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			NO	STATUS	AMOUNT
0012	JASON EASLEY							
I-202402071344	JASON EASLEY	R	2/09/2024	270.00		056305		270.00
0033	NEAL OWINGS							
I-202402071340	NEAL OWINGS	R	2/09/2024	59.94		056306		59.94
0110	BRENT CLARK							
I-202402071342	BRENT CLARK	R	2/09/2024	191.62		056307		191.62
0142	CODY BUCHANAN							
I-202402071341	CODY BUCHANAN	R	2/09/2024	79.92		056308		79.92

* * T O T A L S * *		NO	INVOICE AMOUNT		DISCOUNTS	CHECK AMOUNT	
REGULAR CHECKS:	4		601.48		0.00	601.48	
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

		NO	INVOICE AMOUNT		DISCOUNTS	CHECK AMOUNT	
VENDOR SET: 03	BANK: APBK TOTALS:	4	601.48		0.00	601.48	

VENDOR SET: 04 City of Valley Center

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BANK: APBK INTRUST CHECKING

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	HENNING SEWER SERVIC							
I-000202401291296	BP REFUND	R	2/02/2024	150.00		056272		150.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	150.00	0.00	150.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 04 BANK: APBK TOTALS:	1	150.00	0.00	150.00
BANK: APBK TOTALS:	60	2,223,547.04	0.00	2,223,547.04
REPORT TOTALS:	60	2,223,547.04	0.00	2,223,547.04

SELECTION CRITERIA

VENDOR SET: * - All

VENDOR: ALL

BANK CODES: All

FUNDS: All

CHECK SELECTION

CHECK RANGE: 056249 THRU 056308

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

CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99

INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES

PRINT G/L: NO

UNPOSTED ONLY: NO

EXCLUDE UNPOSTED: NO

MANUAL ONLY: NO

STUB COMMENTS: NO

REPORT FOOTER: NO

CHECK STATUS: NO

PRINT STATUS: * - All

CONSENT AGENDA

B. TREASURER'S REPORT – FEBRUARY 2024:

MTD TREASURERS REPORT							
AS OF: FEBRUARY 28TH, 2023							
FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	M-T-D EXPENSES	CASH BASIS BALANCE	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
010-GENERAL FUND	2,036,031.29	262,014.04	322,065.58	1,975,979.75	0.00	17,782.33	1,993,762.08
020-SPECIAL PARKS AND REC	31,979.97	67.73	0.00	32,047.70	0.00	0.00	32,047.70
030-SPECIAL ALCOHOL AND DRUGS	4,368.13	0.00	0.00	4,368.13	0.00	0.00	4,368.13
040-POOL/REC SALES TAX	1,357,978.14	85,514.93	2,915.00	1,440,578.07	0.00	0.00	1,440,578.07
050-TIF FUND	2,805,390.97	7,106.34	28,206.25	2,784,291.06	0.00	0.00	2,784,291.06
110-EMPLOYEE BENEFITS	822,399.51	23,331.04	57,613.07	788,117.48	0.00	0.00	788,117.48
126-BUILDING EQUIP RESERVE	63,591.15	174.15	0.00	63,765.30	0.00	0.00	63,765.30
127-EQUIPMENT RESERVE	368,585.09	706.28	0.00	369,291.37	0.00	0.00	369,291.37
130-FLEET MANAGEMENT FUND	123,529.94	232.20	10,940.51	112,821.63	0.00	0.00	112,821.63
140-LIBRARY	143,170.75	0.00	142,275.94	894.81	0.00	0.00	894.81
150-SPECIAL HIGHWAY	662,456.30	85,175.47	38,360.77	709,271.00	0.00	1,222.99	710,493.99
160-EMERGENCY EQUIPMENT	168,835.77	1,371.68	0.00	170,207.45	0.00	0.00	170,207.45
161-PUBLIC SAFETY TRAINING	4,197.66	325.00	0.00	4,522.66	0.00	0.00	4,522.66
225-PARK BEAUTIFICATION FUND	2,215.33	0.00	0.00	2,215.33	0.00	0.00	2,215.33
240-D.A.R.E.	1,658.04	0.00	0.00	1,658.04	0.00	0.00	1,658.04
250-DRUG TAX DISTRIBUTION	2,777.38	0.00	0.00	2,777.38	0.00	0.00	2,777.38
260-LAW ENFORCE BLOCK GRANT	0.15	0.00	0.00	0.15	0.00	0.00	0.15
280-ADSAP	1,056.19	0.00	0.00	1,056.19	0.00	0.00	1,056.19
350-CAPITAL PROJECTS FUND	1,827,047.22	9,597.66	(372,239.24)	2,208,884.12	0.00	0.00	2,208,884.12
410-BOND & INTEREST	1,717,078.42	4,697.24	0.00	1,721,775.66	0.00	0.00	1,721,775.66
420-LAND BANK RESERVE	79,126.19	174.15	0.00	79,300.34	0.00	0.00	79,300.34
510-GIFTS AND GRANTS	5,833.68	1,233.35	0.00	7,067.03	0.00	0.00	7,067.03
520-STATE/FEDERAL GRANT MNGMT	707,055.44	1,577.04	0.00	708,632.48	0.00	0.00	708,632.48
610-WATER OPERATING	2,670,005.79	188,753.03	130,181.18	2,728,577.64	19,449.05	943.28	2,710,071.87
612-STORMWATER UTILITY FUND	288,473.32	28,121.23	0.00	316,594.55	28.99	0.00	316,565.56
613-SOLID WASTE UTILITY	111,395.18	49,534.73	43,720.73	117,209.18	1,007.43	0.00	116,201.75
619-WATER SURPLUS RESERVE	648,572.39	1,973.71	0.00	650,546.10	0.00	0.00	650,546.10
620-SEWER OPERATING	1,353,527.64	116,893.42	149,912.44	1,320,508.62	2,373.19	187.78	1,318,323.21
623-07 SEWER LOAN P & I	0.00	104,323.57	104,323.57	0.00	0.00	0.00	0.00
628-SEWER SURPLUS RESERVE	223,717.76	653.06	0.00	224,370.82	0.00	0.00	224,370.82
GRAND TOTAL	18,232,054.79	973,551.05	658,275.80	18,547,330.04	22,858.66	20,136.38	18,544,607.76
	=====	=====	=====	=====	=====	=====	=====

*** END OF REPORT ***

CONSENT AGENDA

C. CHECK RECONCILIATION – FEBRUARY 2024:

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

CHECK DATE: February 20, 2024 City Council Agenda Page 67
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
BANK DRAFT:								
1000-001.000	2/09/2024	BANK-DRAFT	001726	KANSAS DEPT OF REVENUE	5,415.19CR	CLEARED	A	2/13/2024
1000-001.000	2/09/2024	BANK-DRAFT	001727	KANSAS PAYMENT CENTER	967.00CR	CLEARED	A	2/13/2024
1000-001.000	2/09/2024	BANK-DRAFT	001728	KPERS	26,413.53CR	CLEARED	A	2/13/2024
1000-001.000	2/09/2024	BANK-DRAFT	001729	EMPOWER FINANCIAL	2,388.61CR	CLEARED	A	2/13/2024
1000-001.000	2/09/2024	BANK-DRAFT	001730	IRS- DEPARTMENT OF THE TREASUR	29,120.85CR	CLEARED	A	2/13/2024
1000-001.000	2/09/2024	BANK-DRAFT	001731	MID AMERICAN CREDIT UNION	808.46CR	CLEARED	A	2/13/2024
CHECK:								
1000-001.000	2/02/2024	CHECK	056249	TYLER TECHNOLOGIES INC	617.40CR	CLEARED	A	2/13/2024
1000-001.000	2/02/2024	CHECK	056250	LKM - LEAGUE OF KANSAS MUNICIP	150.00CR	CLEARED	A	2/13/2024
1000-001.000	2/02/2024	CHECK	056251	KANSAS ONE-CALL SYSTEM, INC	156.00CR	CLEARED	A	2/13/2024
1000-001.000	2/02/2024	CHECK	056252	SUMNERONE, INC.	203.10CR	CLEARED	A	2/13/2024
1000-001.000	2/02/2024	CHECK	056253	CITY OF WICHITA	48,766.49CR	CLEARED	A	2/13/2024
1000-001.000	2/02/2024	CHECK	056254	WICHITA STATE UNIVERSITY	75.00CR	CLEARED	A	2/13/2024
1000-001.000	2/02/2024	CHECK	056255	USA BLUEBOOK	423.17CR	CLEARED	A	2/13/2024
1000-001.000	2/02/2024	CHECK	056256	WORKFORCE ALLIANCE OF SOUTH CE	2,176.00CR	CLEARED	A	2/13/2024
1000-001.000	2/02/2024	CHECK	056257	CORE & MAIN	1,885.00CR	CLEARED	A	2/13/2024
1000-001.000	2/02/2024	CHECK	056258	DITCH WITCH UNDERCON	378.06CR	CLEARED	A	2/13/2024
1000-001.000	2/02/2024	CHECK	056259	CHENEY DOOR COMPANY	516.50CR	CLEARED	A	2/13/2024
1000-001.000	2/02/2024	CHECK	056260	ELITE FRANCHISING INC DBA JANI	70.00CR	CLEARED	A	2/13/2024
1000-001.000	2/02/2024	CHECK	056261	H.M.S. LLC	212.95CR	CLEARED	A	2/13/2024
1000-001.000	2/02/2024	CHECK	056262	GALLS, LLC	668.08CR	CLEARED	A	2/13/2024
1000-001.000	2/02/2024	CHECK	056263	GREATER WICHITA YMCA	43.75CR	CLEARED	A	2/13/2024
1000-001.000	2/02/2024	CHECK	056264	CENTURY II PERFORMING ARTS & C	50.00CR	OUTSTND	A	0/00/0000
1000-001.000	2/02/2024	CHECK	056265	IMAGINE IT, INC.	28.99CR	CLEARED	A	2/13/2024
1000-001.000	2/02/2024	CHECK	056266	RED EQUIPMENT LLC.	1,873.22CR	CLEARED	A	2/13/2024
1000-001.000	2/02/2024	CHECK	056267	CRAFCO, INC	750.00CR	CLEARED	A	2/13/2024
1000-001.000	2/02/2024	CHECK	056268	THE HALSTEAD BANK	32,870.69CR	CLEARED	A	2/13/2024
1000-001.000	2/02/2024	CHECK	056269	FLEET FUELS LLC	1,343.74CR	CLEARED	A	2/13/2024
1000-001.000	2/02/2024	CHECK	056270	ABCD TECH	45.00CR	CLEARED	A	2/13/2024
1000-001.000	2/02/2024	CHECK	056271	SOUTHARDS WELDING & MFG., INC.	200.00CR	CLEARED	A	2/13/2024
1000-001.000	2/02/2024	CHECK	056272	HENNING SEWER SERVIC	150.00CR	CLEARED	A	2/13/2024
1000-001.000	2/09/2024	CHECK	056273	BARRY ARBUCKLE	800.00CR	CLEARED	A	2/13/2024
1000-001.000	2/09/2024	CHECK	056274	LARRY LINN	1,700.00CR	OUTSTND	A	0/00/0000
1000-001.000	2/09/2024	CHECK	056275	KANSAS OFFICE OF THE TREASURER	1,821.81CR	OUTSTND	A	0/00/0000
1000-001.000	2/09/2024	CHECK	056276	ARK VALLEY NEWS	694.00CR	CLEARED	A	2/13/2024
1000-001.000	2/09/2024	CHECK	056277	BEALL & MITCHELL, LLC	1,850.00CR	OUTSTND	A	0/00/0000
1000-001.000	2/09/2024	CHECK	056278	RURAL WATER DISTRICT #2	17.37CR	CLEARED	A	2/13/2024
1000-001.000	2/09/2024	CHECK	056279	KANSAS JUDICIAL COUNCIL	45.00CR	OUTSTND	A	0/00/0000
1000-001.000	2/09/2024	CHECK	056280	SEDGWICK COUNTY	2,137.67CR	CLEARED	A	2/13/2024
1000-001.000	2/09/2024	CHECK	056281	DECKER ELECTRIC	1,574.51CR	CLEARED	A	2/13/2024
1000-001.000	2/09/2024	CHECK	056282	CHRISTOPHER MICHAEL LEE DAVIS,	125.00CR	OUTSTND	A	0/00/0000
1000-001.000	2/09/2024	CHECK	056283	NORTHBRIDGE SAND, L.L.C.	346.27CR	OUTSTND	A	0/00/0000
1000-001.000	2/09/2024	CHECK	056284	GIANT COMMUNICATIONS	2,086.50CR	OUTSTND	A	0/00/0000

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

CHECK DATE: February 20, 2024
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000-001.000	2/09/2024	CHECK	056285	AQUA PRODUCTS K.C	1,145.38CR	OUTSTND	A	0/00/0000
1000-001.000	2/09/2024	CHECK	056286	JOY K. WILLIAMS, ATTORNEY AT L	1,350.00CR	OUTSTND	A	0/00/0000
1000-001.000	2/09/2024	CHECK	056287	WICHITA KENWORTH	124.59CR	OUTSTND	A	0/00/0000
1000-001.000	2/09/2024	CHECK	056288	ELITE FRANCHISING INC DBA JANI	2,046.78CR	OUTSTND	A	0/00/0000
1000-001.000	2/09/2024	CHECK	056289	KONICA MINOLTA BUSINESS SOLUTI	76.50CR	OUTSTND	A	0/00/0000
1000-001.000	2/09/2024	CHECK	056290	GALLS, LLC	958.62CR	OUTSTND	A	0/00/0000
1000-001.000	2/09/2024	CHECK	056291	KANSASLAND TIRE	261.41CR	OUTSTND	A	0/00/0000
1000-001.000	2/09/2024	CHECK	056292	SHIRE GRAPHICS	1,963.78CR	OUTSTND	A	0/00/0000
1000-001.000	2/09/2024	CHECK	056293	PATTON TERMITE & PEST CONTROL	2,220.00CR	CLEARED	A	2/13/2024
1000-001.000	2/09/2024	CHECK	056294	PINNACLE FIRE & AUTOMATION	300.00CR	OUTSTND	A	0/00/0000
1000-001.000	2/09/2024	CHECK	056295	IMAGINE IT, INC.	1,534.00CR	OUTSTND	A	0/00/0000
1000-001.000	2/09/2024	CHECK	056296	GRAINGER	298.38CR	OUTSTND	A	0/00/0000
1000-001.000	2/09/2024	CHECK	056297	WEX BANK	6,394.47CR	OUTSTND	A	0/00/0000
1000-001.000	2/09/2024	CHECK	056298	T-MOBILE	105.00CR	OUTSTND	A	0/00/0000
1000-001.000	2/09/2024	CHECK	056299	MARQUEE HEALTH LLC	3,948.05CR	OUTSTND	A	0/00/0000
1000-001.000	2/09/2024	CHECK	056300	POWERDMS, INC	3,072.00CR	OUTSTND	A	0/00/0000
1000-001.000	2/09/2024	CHECK	056301	MCCOWNGORDON CONSTRUCTION, LLC	2,088,184.93CR	OUTSTND	A	0/00/0000
1000-001.000	2/09/2024	CHECK	056302	SUPERIOR EMERGENCY RESPONSE VE	650.00CR	CLEARED	A	2/13/2024
1000-001.000	2/09/2024	CHECK	056303	NNDDA	200.00CR	OUTSTND	A	0/00/0000
1000-001.000	2/09/2024	CHECK	056304	SITEONE LANDSCAPE SUPPLY	1,260.40CR	OUTSTND	A	0/00/0000
1000-001.000	2/09/2024	CHECK	056305	JASON EASLEY	270.00CR	CLEARED	A	2/13/2024
1000-001.000	2/09/2024	CHECK	056306	NEAL OWINGS	59.94CR	OUTSTND	A	0/00/0000
1000-001.000	2/09/2024	CHECK	056307	BRENT CLARK	191.62CR	OUTSTND	A	0/00/0000
1000-001.000	2/09/2024	CHECK	056308	CODY BUCHANAN	79.92CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1000-001				CHECK	TOTAL:	2,223,547.04CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	65,113.64CR		
TOTALS FOR POOLED CASH FUND				CHECK	TOTAL:	2,223,547.04CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	65,113.64CR		

CONSENT AGENDA

D. REVENUE AND EXPENSE REPORT – FEBRUARY 2024:

CITY OF VALLEY CENTER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2023

010-GENERAL FUND

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	1,616,173.00	0.00	0.00	727,302.82	0.00	888,870.18	45.00
INTERGOVERNMENTAL	700,000.00	82,819.59	0.00	149,455.23	0.00	550,544.77	21.35
LICENSES & PERMITS	661,150.00	87,567.30	0.00	139,921.08	0.00	521,228.92	21.16
CHARGES FOR SERVICES	6,000.00	1,000.00	0.00	2,000.00	0.00	4,000.00	33.33
FINES & FORFEITURES	134,500.00	16,115.99	0.00	28,865.45	0.00	105,634.55	21.46
USE OF MONEY & PROPERTY	23,001.00	5,453.24	0.00	10,989.13	0.00	12,011.87	47.78
OTHER REVENUES	54,974.00	68,645.07	0.00	76,043.70	0.00	(21,069.70)	138.33
MISCELLANEOUS	169,000.00	412.85	0.00	16,503.57	0.00	152,496.43	9.77
<u>TOTAL REVENUES</u>							
	3,364,798.00	262,014.04	0.00	1,151,080.98	0.00	2,213,717.02	34.21

EXPENDITURE SUMMARY

ADMINISTRATION

PERSONNEL SERV. & BENEF.	440,600.00	45,867.09	0.00	87,597.63	0.00	353,002.37	19.88
CONTRACTUAL SERVICES	173,500.00	13,926.01	0.00	35,379.84	6.00	138,114.16	20.40
COMMODITIES	8,000.00	807.51	0.00	1,438.75	0.00	6,561.25	17.98
CAPITAL OUTLAY	6,500.00	0.00	0.00	0.00	0.00	6,500.00	0.00
OTHER COSTS/MISC.	<u>98,469.00</u>	<u>52.02</u>	<u>0.00</u>	<u>181.55</u>	<u>0.00</u>	<u>98,287.45</u>	<u>0.18</u>
TOTAL ADMINISTRATION	727,069.00	60,652.63	0.00	124,597.77	6.00	602,465.23	17.14

LEGAL & MUNICIPAL COURT

PERSONNEL SERV. & BENEF.	47,100.00	4,458.59	0.00	8,637.51	0.00	38,462.49	18.34
CONTRACTUAL SERVICES	101,850.00	7,314.84	0.00	17,513.75	5.43	84,330.82	17.20
COMMODITIES	1,000.00	42.30	0.00	59.28	0.00	940.72	5.93
OTHER COSTS/MISC.	<u>26,000.00</u>	<u>561.80</u>	<u>0.00</u>	<u>3,250.85</u>	<u>0.00</u>	<u>22,749.15</u>	<u>12.50</u>
TOTAL LEGAL & MUNICIPAL COURT	175,950.00	12,377.53	0.00	29,461.39	5.43	146,483.18	16.75

COMMUNITY DEVELOPMENT

PERSONNEL SERV. & BENEF.	168,480.00	16,339.28	0.00	32,372.08	0.00	136,107.92	19.21
CONTRACTUAL SERVICES	45,060.00	11,384.37	0.00	14,988.01	129.95	29,942.04	33.55
COMMODITIES	2,200.00	94.65	0.00	94.65	0.00	2,105.35	4.30
CAPITAL OUTLAY	3,450.00	228.00	0.00	228.00	0.00	3,222.00	6.61
OTHER COSTS/MISC.	<u>30,000.00</u>	<u>2,000.00</u>	<u>0.00</u>	<u>2,000.00</u>	<u>0.00</u>	<u>28,000.00</u>	<u>6.67</u>
TOTAL COMMUNITY DEVELOPMENT	249,190.00	30,046.30	0.00	49,682.74	129.95	199,377.31	19.99

POLICE

PERSONNEL SERV. & BENEF.	1,035,000.00	111,543.17	0.00	224,607.06	0.00	810,392.94	21.70
CONTRACTUAL SERVICES	184,500.00	11,047.67	0.00	20,966.69	53.95	163,479.36	11.39
COMMODITIES	53,500.00	3,843.83	0.00	3,872.60	0.00	49,627.40	7.24
CAPITAL OUTLAY	<u>34,000.00</u>	<u>496.00</u>	<u>0.00</u>	<u>496.00</u>	<u>0.00</u>	<u>33,504.00</u>	<u>1.46</u>
TOTAL POLICE	1,307,000.00	126,930.67	0.00	249,942.35	53.95	1,057,003.70	19.13

CITY OF VALLEY CENTER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2023

010-GENERAL FUND
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<hr/>							
<u>FIRE</u>							
PERSONNEL SERV. & BENEF.	349,000.00	29,681.91	0.00	57,080.84	0.00	291,919.16	16.36
CONTRACTUAL SERVICES	104,150.00	5,546.98	0.00	11,473.54	15.80	92,660.66	11.03
COMMODITIES	9,000.00	395.34	0.00	395.34	0.00	8,604.66	4.39
CAPITAL OUTLAY	33,000.00	7,342.91	0.00	7,342.91	0.00	25,657.09	22.25
OTHER COSTS/MISC.	<u>2,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,500.00</u>	<u>0.00</u>
TOTAL FIRE	497,650.00	42,967.14	0.00	76,292.63	15.80	421,341.57	15.33
 <u>PARKS & PUBLIC BLDG</u>							
PERSONNEL SERV. & BENEF.	300,000.00	28,440.40	0.00	56,141.39	0.00	243,858.61	18.71
CONTRACTUAL SERVICES	188,180.00	11,853.05	0.00	23,190.45	19.99	164,969.56	12.33
COMMODITIES	54,500.00	5,970.62	0.00	8,391.31	1,063.88	45,044.81	17.35
CAPITAL OUTLAY	6,500.00	1,882.24	0.00	1,882.24	0.00	4,617.76	28.96
OTHER COSTS/MISC.	<u>7,000.00</u>	<u>945.00</u>	<u>0.00</u>	<u>945.00</u>	<u>0.00</u>	<u>6,055.00</u>	<u>13.50</u>
TOTAL PARKS & PUBLIC BLDG	556,180.00	49,091.31	0.00	90,550.39	1,083.87	464,545.74	16.48
 <u>ENVIRONMENTAL SERVICES</u>							
TOTAL							
 <u>PUBLIC WKS STORAGE BLDG</u>							
TOTAL							
<hr/>							
TOTAL EXPENDITURES	3,513,039.00	322,065.58	0.00	620,527.27	1,295.00	2,891,216.73	17.70
 ** REVENUE OVER(UNDER) EXPENDITURES *(<u>148,241.00</u>) (<u>60,051.54</u>) <u>0.00</u> <u>530,553.71</u> (<u>1,295.00</u>) (<u>677,499.71</u>) <u>357.03</u> -							
<hr/>							
REVENUE & OTHER SOURCES OVER/							
(UNDER) EXPENDITURES & OTHER (USES)	(<u>148,241.00</u>)	(<u>60,051.54</u>)	0.00	530,553.71	(<u>1,295.00</u>)	(<u>677,499.71</u>)	357.03-

CITY OF VALLEY CENTER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2023

110-EMPLOYEE BENEFITS
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	935,078.00	0.00	0.00	420,323.91	0.00	514,754.09	44.95
INTERGOVERNMENTAL	95,000.00	10,058.50	0.00	20,258.30	0.00	74,741.70	21.32
USE OF MONEY & PROPERTY	0.00	1,146.50	0.00	2,279.16	0.00	(2,279.16)	0.00
OTHER REVENUES	48,000.00	12,126.04	0.00	14,126.04	0.00	33,873.96	29.43
TOTAL REVENUES	1,078,078.00	23,331.04	0.00	456,987.41	0.00	621,090.59	42.39
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	1,156,672.00	56,107.62	0.00	70,468.41	0.00	1,086,203.59	6.09
CONTRACTUAL SERVICES	0.00	31.25	0.00	31.25	0.00	(31.25)	0.00
OTHER COSTS/MISC.	<u>12,000.00</u>	<u>1,474.20</u>	<u>0.00</u>	<u>1,474.20</u>	<u>0.00</u>	<u>10,525.80</u>	<u>12.29</u>
TOTAL NON-DEPARTMENTAL	1,168,672.00	57,613.07	0.00	71,973.86	0.00	1,096,698.14	6.16
<u>ADMINISTRATION</u>							
TOTAL							
TOTAL EXPENDITURES	1,168,672.00	57,613.07	0.00	71,973.86	0.00	1,096,698.14	6.16
** REVENUE OVER (UNDER) EXPENDITURES * (<u>90,594.00</u>) (<u>34,282.03</u>) <u>0.00</u> <u>385,013.55</u> <u>0.00</u> (<u>475,607.55</u>) <u>424.99</u> -							

REVENUE & OTHER SOURCES OVER/
(UNDER) EXPENDITURES & OTHER (USES) (90,594.00) (34,282.03) 0.00 385,013.55 0.00 (475,607.55) 424.99-

CITY OF VALLEY CENTER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2023

140-LIBRARY
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	315,250.00	0.00	0.00	142,275.94	0.00	172,974.06	45.13
TOTAL REVENUES	315,250.00	0.00	0.00	142,275.94	0.00	172,974.06	45.13
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
OTHER COSTS/MISC.	<u>335,000.00</u>	<u>142,275.94</u>	<u>0.00</u>	<u>142,275.94</u>	<u>0.00</u>	<u>192,724.06</u>	<u>42.47</u>
TOTAL NON-DEPARTMENTAL	335,000.00	142,275.94	0.00	142,275.94	0.00	192,724.06	42.47
<u>ADMINISTRATION</u>							
TOTAL							
TOTAL EXPENDITURES	335,000.00	142,275.94	0.00	142,275.94	0.00	192,724.06	42.47
** REVENUE OVER (UNDER) EXPENDITURES *	(19,750.00)	(142,275.94)	0.00	0.00	0.00	(19,750.00)	0.00
<u>REVENUE & OTHER SOURCES OVER/</u>							
(UNDER) EXPENDITURES & OTHER (USES)	(19,750.00)	(142,275.94)	0.00	0.00	0.00	(19,750.00)	0.00

CITY OF VALLEY CENTER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2023

150-SPECIAL HIGHWAY

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
INTERGOVERNMENTAL	991,960.00	82,819.59	0.00	201,187.28	0.00	790,772.72	20.28
USE OF MONEY & PROPERTY	0.00	2,355.88	0.00	4,683.33	0.00	(4,683.33)	0.00
OTHER REVENUES	9,000.00	0.00	0.00	0.00	0.00	9,000.00	0.00
MISCELLANEOUS	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
TOTAL REVENUES	1,001,960.00	85,175.47	0.00	205,870.61	0.00	796,089.39	20.55

EXPENDITURE SUMMARY

<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	381,752.00	23,019.76	0.00	47,772.27	0.00	333,979.73	12.51
CONTRACTUAL SERVICES	49,900.00	5,665.45	0.00	8,707.94	19.98	41,172.08	17.49
COMMODITIES	52,700.00	3,925.46	0.00	10,806.67	1,355.96	40,537.37	23.08
CAPITAL OUTLAY	363,000.00	5,750.10	0.00	38,620.79	0.00	324,379.21	10.64
OTHER COSTS/MISC.	<u>20,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>20,000.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	867,352.00	38,360.77	0.00	105,907.67	1,375.94	760,068.39	12.37
TOTAL EXPENDITURES	867,352.00	38,360.77	0.00	105,907.67	1,375.94	760,068.39	12.37
** REVENUE OVER (UNDER) EXPENDITURES **	<u>134,608.00</u>	<u>46,814.70</u>	<u>0.00</u>	<u>99,962.94</u>	<u>(1,375.94)</u>	<u>36,021.00</u>	<u>73.24</u>

REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	134,608.00	46,814.70	0.00	99,962.94	(1,375.94)	36,021.00	73.24
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CITY OF VALLEY CENTER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2023

160-EMERGENCY EQUIPMENT
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	70,240.00	0.00	0.00	31,624.32	0.00	38,615.68	45.02
FINES & FORFEITURES	0.00	979.84	0.00	1,572.00	0.00 (	1,572.00)	0.00
USE OF MONEY & PROPERTY	100.00	391.84	0.00	778.95	0.00 (	678.95)	778.95
TOTAL REVENUES	70,340.00	1,371.68	0.00	33,975.27	0.00	36,364.73	48.30
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
CAPITAL OUTLAY	33,000.00	0.00	0.00 (	4,746.00)	268.03	37,477.97	13.57-
OTHER COSTS/MISC.	<u>30,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>30,000.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	63,000.00	0.00	0.00 (	4,746.00)	268.03	67,477.97	7.11-
<u>ADMINISTRATION</u>							
TOTAL							
TOTAL EXPENDITURES	63,000.00	0.00	0.00 (	4,746.00)	268.03	67,477.97	7.11-
** REVENUE OVER (UNDER) EXPENDITURES **	<u>7,340.00</u>	<u>1,371.68</u>	<u>0.00</u>	<u>38,721.27</u> (	<u>268.03</u>) (	<u>31,113.24)</u>	<u>523.89</u>
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	7,340.00	1,371.68	0.00	38,721.27 (	268.03) (	31,113.24)	523.89

CITY OF VALLEY CENTER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2023

410-BOND & INTEREST

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	1,019,715.00	0.00	0.00	458,770.09	0.00	560,944.91	44.99
USE OF MONEY & PROPERTY	100.00	4,697.24	0.00	9,337.80	0.00	(9,237.80)	9,337.80
OTHER REVENUES	442,000.00	0.00	0.00	153,983.66	0.00	288,016.34	34.84
MISC TRANSFERS	647,000.00	0.00	0.00	0.00	0.00	647,000.00	0.00
MISC TRANSFERS	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
TOTAL REVENUES	2,113,815.00	4,697.24	0.00	622,091.55	0.00	1,491,723.45	29.43
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
OTHER COSTS/MISC.	4,000.00	0.00	0.00	0.00	0.00	4,000.00	0.00
DEBT SERVICE	<u>2,162,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,162,000.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	2,166,000.00	0.00	0.00	0.00	0.00	2,166,000.00	0.00
<u>ADMINISTRATION</u>							
TOTAL							
TOTAL EXPENDITURES	2,166,000.00	0.00	0.00	0.00	0.00	2,166,000.00	0.00
** REVENUE OVER(UNDER) EXPENDITURES *(	52,185.00)	4,697.24	0.00	622,091.55	0.00	(674,276.55)	1,192.09-
OTHER FINANCING SOURCES	<u>5,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,000.00</u>	<u>0.00</u>
NET OTHER SOURCES/(USES)	5,000.00		0.00	0.00	0.00	5,000.00	0.00
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES) (	47,185.00)	4,697.24	0.00	622,091.55	0.00	(669,276.55)	1,318.41-

CITY OF VALLEY CENTER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2023

610-WATER OPERATING

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
CHARGES FOR SERVICES	2,078,563.00	181,845.03	0.00	346,986.98	0.00	1,731,576.02	16.69
USE OF MONEY & PROPERTY	1,000.00	6,908.00	0.00	13,732.63	0.00 (	12,732.63)	1,373.26
OTHER REVENUES	0.00	0.00	0.00	8.00	0.00 (	8.00)	0.00
TOTAL REVENUES	2,079,563.00	188,753.03	0.00	360,727.61	0.00	1,718,835.39	17.35

EXPENDITURE SUMMARY

NON-DEPARTMENTAL

PERSONNEL SERV. & BENEF.	413,480.00	18,733.69	0.00	36,131.46	0.00	377,348.54	8.74
CONTRACTUAL SERVICES	978,150.00	106,827.93	0.00	122,897.52	0.00	855,252.48	12.56
COMMODITIES	41,450.00	1,855.70	0.00	2,903.83	0.00	38,546.17	7.01
CAPITAL OUTLAY	56,200.00	2,763.86	0.00	13,842.51	0.00	42,357.49	24.63
OTHER COSTS/MISC.	<u>590,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>590,000.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	2,079,280.00	130,181.18	0.00	175,775.32	0.00	1,903,504.68	8.45
TOTAL EXPENDITURES	2,079,280.00	130,181.18	0.00	175,775.32	0.00	1,903,504.68	8.45

** REVENUE OVER (UNDER) EXPENDITURES ** 283.00 58,571.85 0.00 184,952.29 0.00 (184,669.29) 5,354.17

REVENUE & OTHER SOURCES OVER/

(UNDER) EXPENDITURES & OTHER (USES) 283.00 58,571.85 0.00 184,952.29 0.00 (184,669.29) 5,354.17

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

USE OF MONEY & PROPERTY	0.00	1,035.23	0.00	2,057.97	0.00 (	2,057.97)	0.00
OTHER REVENUES	324,000.00	27,086.00	0.00	54,142.00	0.00	269,858.00	16.71

TOTAL REVENUES	324,000.00	28,121.23	0.00	56,199.97	0.00	267,800.03	17.35
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NON-DEPARTMENTAL							
CONTRACTUAL SERVICES	31,000.00	0.00	0.00	580.78	0.00	30,419.22	1.87
COMMODITIES	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
CAPITAL OUTLAY	100,000.00	0.00	0.00	0.00	0.00	100,000.00	0.00
OTHER COSTS/MISC.	<u>192,600.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>192,600.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	328,600.00	0.00	0.00	580.78	0.00	328,019.22	0.18

TOTAL EXPENDITURES	328,600.00	0.00	0.00	580.78	0.00	328,019.22	0.18
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** REVENUE OVER (UNDER) EXPENDITURES * (4,600.00) 28,121.23 0.00 55,619.19 0.00 (60,219.19) 1,209.11

REVENUE & OTHER SOURCES OVER/									
(UNDER) EXPENDITURES & OTHER (USES)	(	4,600.00)	28,121.23	0.00	55,619.19	0.00	(	60,219.19)	1,209.11-

CITY OF VALLEY CENTER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2023

613-SOLID WASTE UTILITY
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
LICENSES & PERMITS	0.00	417.00	0.00	834.00	0.00 (	834.00)	0.00
CHARGES FOR SERVICES	608,791.00	47,614.74	0.00	94,056.42	0.00	514,734.58	15.45
USE OF MONEY & PROPERTY	50.00	314.44	0.00	625.09	0.00 (	575.09)	1,250.18
MISCELLANEOUS	8,000.00	1,188.55	0.00	2,338.27	0.00	5,661.73	29.23
TOTAL REVENUES	616,841.00	49,534.73	0.00	97,853.78	0.00	518,987.22	15.86
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
CONTRACTUAL SERVICES	599,280.00	43,720.73	0.00	88,827.03	0.00	510,452.97	14.82
CAPITAL OUTLAY	<u>16,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>16,000.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	615,280.00	43,720.73	0.00	88,827.03	0.00	526,452.97	14.44
<u>ADMINISTRATION</u>							
TOTAL							
TOTAL EXPENDITURES	615,280.00	43,720.73	0.00	88,827.03	0.00	526,452.97	14.44
** REVENUE OVER (UNDER) EXPENDITURES **	<u>1,561.00</u>	<u>5,814.00</u>	<u>0.00</u>	<u>9,026.75</u>	<u>0.00 (</u>	<u>7,465.75)</u>	<u>578.27</u>
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	1,561.00	5,814.00	0.00	9,026.75	0.00 (	7,465.75)	578.27

CITY OF VALLEY CENTER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2023

620-SEWER OPERATING

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
CHARGES FOR SERVICES	1,377,584.00	113,681.26	0.00	226,304.55	0.00	1,151,279.45	16.43
USE OF MONEY & PROPERTY	0.00	3,062.16	0.00	6,087.36	0.00	(6,087.36)	0.00
OTHER REVENUES	3,000.00	150.00	0.00	150.00	0.00	2,850.00	5.00
TOTAL REVENUES	1,380,584.00	116,893.42	0.00	232,541.91	0.00	1,148,042.09	16.84
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	335,869.00	19,230.52	0.00	37,166.38	0.00	298,702.62	11.07
CONTRACTUAL SERVICES	461,700.00	17,821.81	0.00	57,242.83	84.00	404,373.17	12.42
COMMODITIES	24,800.00	2,786.43	0.00	4,716.38	0.00	20,083.62	19.02
CAPITAL OUTLAY	90,000.00	5,750.11	0.00	9,771.77	0.00	80,228.23	10.86
OTHER COSTS/MISC.	<u>497,000.00</u>	<u>104,323.57</u>	<u>0.00</u>	<u>104,323.57</u>	<u>0.00</u>	<u>392,676.43</u>	<u>20.99</u>
TOTAL NON-DEPARTMENTAL	1,409,369.00	149,912.44	0.00	213,220.93	84.00	1,196,064.07	15.13
TOTAL EXPENDITURES	1,409,369.00	149,912.44	0.00	213,220.93	84.00	1,196,064.07	15.13
** REVENUE OVER (UNDER) EXPENDITURES *(<u>28,785.00</u>) (<u>33,019.02</u>) <u>0.00</u> <u>19,320.98</u> (<u>84.00</u>) (<u>48,021.98</u>) <u>66.83</u> -							

REVENUE & OTHER SOURCES OVER/

(UNDER) EXPENDITURES & OTHER (USES) (28,785.00) (33,019.02) 0.00 19,320.98 (84.00) (48,021.98) 66.83-

CONSENT AGENDA

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

VALLEY CENTER ECONOMIC DEVELOPMENT BOARD MEETING MINUTES

Wednesday, February 7, 2024

1:00 P.M.

(Meeting held via Teams)

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

Ben Anderson, Chairperson

Casey Carlson

Ivan Gomez

Ron Colbert

Brendan McGettigan

Brent Clark, City Administrator

Ryan Shrack, Community Development Director

Brittney Ortega, Community Development Assistant

APPROVAL OF DRAFT MINUTES

Motion was made by Board Member Colbert and seconded by Board Member Gomez to approve the meeting minutes for January 3, 2024. Motion was unanimous.

OLD BUSINESS: None**NEW BUSINESS:****A. Residential/Commercial Developments Update**

R. Shrack provided updates on the following residential subdivision developments: Ceterra, Arbor Valley, Sunflower Valley, and Prairie Lakes. R. Shrack also informed the board that Builders First Source will be expanding by building a new millworks facility. This project is expected to start in late spring or early summer of 2024.

B. Aquatic & Recreation Center/Meridian Ave. Project Updates

B.Clark provided updates on the progress of the new aquatic center. The city website has a link to view a live feed of the ongoing construction, drone footage and construction updates. The foundation has been poured and the building is onsite. There is a construction schedule for both the new aquatic center, and the Meridian Ave Project that is available on the website as well. Some water lines have already been installed between Main St. and 5th St. The construction for the roundabout is scheduled to start around this time next year. It was reiterated that the city website is a great tool for the public to keep informed on the status and progress of each of these major projects.

C. 2024 Comprehensive Plan Steering Committee

R. Shrack gave the update. Every 10 years the city embarks on creating a new 10-year comprehensive plan that guides development and growth in the community. City Council has approved the RFP to select a firm that will help the city in drafting a new 10-year comprehensive plan. There will be opportunities for the public to come and provide their input on what they would like to see in the new plan. State law requires the new plan to be adopted by both the City Council and the Planning and Zoning Board. The Steering Committee will consist of members of the City Council, Planning and Zoning Board, Public Building and Outdoor Spaces Board as well as community members. The goal is to have the comprehensive plan finished and adopted by December 2024.

D. March 6, 2024 Board Meeting Location

Our next meeting will be in person, as it is the end of the first quarter, and will be held at City Hall at 1:00PM.

E. General Discussion: None

ADJOURNMENT

Motion was made by Board Member McGettigan and seconded by Board Member Colbert to adjourn the meeting. Motion was unanimous. Meeting adjourned at 1:13 P.M.

Respectfully submitted,

Ryan W. Shrack, Secretary

CONSENT AGENDA

F. OUTDOOR SPACES BOARD MINUTES –FEB 8, 2024:



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

MINUTES

February 8th, 2024

**THE OUTDOOR SPACES & PUBLIC PROPERTIES BOARD SHALL HOLD ITS REGULAR
MEETING AT CITY HALL, 6PM FEBRUARY 8TH, 2024.**

1. CALL TO ORDER/ ROLL CALL:

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

Absent: Johnathan Mosher

Meeting Time: 6:04pm

2. APPROVAL OF AGENDA: Motion: Quandt 2nd : Wright

3. PUBLIC FORUM (*Citizen input and requests*) - None

4. OLD BUSINESS – Project Updates and Discussion:

- A. Rec & Aquatics Project; Lion's Park- Splash Pad coming March 2024 – **Owings reported that the splash pad will be getting started in March and is expected to be operational by Memorial Weekend for start of pool season. The Rec & Aquatics Center has begun constructing building steel.**
- B. 62 Acre Park (area north of Prairie Lakes) - **C/A Clark spoke on the construction status of this project since it has been on hold with the Corp of Engineers for over a year and discussed the possibility of when work will begin in 2024.**
- C. City Welcome Signs at Ford/77th and Broadway – **Owings reported that the Welcome Sign Project at Ford and Broadway is now under way. Guy line were finally moved by Evergy, and dirt work has been done. Next steps include construction of the sign base, masonry, and sign installation. Electric service, lighting, irrigation, riprap rock and landscaping to follow.**
- D. Disc Golf – McLaughlin Park – **discussed delaying timing of disc golf improvements due to Emporia Blvd street improvements expected in 2025. May still be able to replace baskets before then since they are moveable.**



- E. Sunflower Valley Trail – C/A Clark & Owings discussed plans for Public Works and Parks to cooperate on the construction of an asphalt millings trail around the perimeter of the Sunflower Valley edition and flood control area that will tie into the neighborhood sidewalk system. Additionally, C/A Clark discussed that another local group has interest in doing a project to add side trails for a “One Wheel” side course.
- F. Street Tree Project – Meridian Avenue; Ford Street - Stewart discussed plans to work on a tree scape on Ford Street along the new sidewalk from Prairie Lake to Seneca and asked for input from the board members for trees species and adding pause points along the walk.

5. NEW BUSINESS

- A. Playground Equipment/Park Amenity Survey – Owings discussed that playground equipment at the parks is aging and we need to start thinking about replacement plans within the next 3-5 years for the purposes of updating the playgrounds to create playground spaces to include all types of disabilities. Other reasons include age of much of the equipment is at or approaching 20+ years so general wear and tear is a factor as well as some parts are no longer available. For these reasons, Owings suggested conducting a community survey to gain some feedback and direction from the community regarding play equipment at the parks and asked board members for suggestions of sample questions.
- B. Membership Renewal/Term Expiration 2024 Quandt, Ortega, Mosher, Wright – Quandt, Ortega and Wright confirmed that they would like to renew their membership for another 2-year term. Mosher's position will be opened up as vacant. Owings will provide renewals to mayor for council approval.
- C. Discussion of new board chairperson – Stewart, long term board chair announced his desire to no longer serve as board chairperson and that a new chairperson will be needed. Quandt mentioned that we need to fill all 3 positions (chair, vice chair and secretary). Hoetmer discussed nominating Quandt for the Chair Position.

6. BOARD MEMBER REPORTS

Andy Quandt:

- Discussion of ordinance 1304-17 public properties and outdoor spaces board.
- McLaughlin hill, grasses trees and such. Waterfall update at McLaughlin.
- Pedestrian bridge over ditch to new 62-acre park.
- Drainage at arrowhead on sidewalk near Goff entrance.

Tina Payne - None

Jordan Wright - None

Jonathan Mosher - Absent

Raymond Ortega – None



Larry Hoetmer

- Tree Pod Burial – discussed idea of considering implementing this at our cemetery and wanted to get feedback from the board.

Roger Stewart - None

7. STAFF REPORTS

Neal Owings

- Comprehensive Plan - Volunteer - Owings asked for a volunteer to serve on the steering committee for updating the comprehensive plan that Community Development Director Shrack will be working this year. Ortega agreed to serve on this committee.

8. NEXT MEETING: March 7th, 2024 ADJOURN/TIME: 7:46pm Motion: Stewart 2nd: Ortega

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 cityclerk@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.

STAFF REPORTS

A. Community Development Director Shrack

B. Parks & Public Buildings Director Owings

C. Public Safety Director Newman

D. Public Works Director Eggleston

E. City Engineer- Scheer

F. City Attorney Arbuckle

G. City Clerk Carrithers

H. 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