



## CITY COUNCIL AGENDA

**April 16, 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 – April 2, 2024
7. **PRESENTATIONS / PROCLAMATIONS p 12**
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  - B. Chamber of Commerce garage sale sign ROW placement p 18
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  - G. Ordinance 1405-24; Authorizing the issuance of G.O. Bonds Series 2024-1 p 41
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12. **CONSENT AGENDA p 93**
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  - G. Planning and Zoning Board Minutes – March 26, 2024 p 130
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**14. GOVERNING BODY REPORTS p 135**

**15. ADJOURN**

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

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

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

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

**CALL TO ORDER**

**ROLL CALL**

**INVOCATION – MINISTERIAL ALLIANCE**

**PLEDGE OF ALLEGIANCE**

## **APPROVAL OF AGENDA**

### **RECOMMENDED ACTION:**

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

## **ADMINISTRATION AGENDA**

### **A. MINUTES:**

Attached are the Minutes from April 2, 2024, regular City Council Meeting as prepared by the City Administrator.

REGULAR COUNCIL MEETING  
April 2, 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, Ben Anderson, Gina Gregory, Dale Kerstetter, Chris Evans and Matt Stamm.

Members Absent: Clint Bass

Staff Present: Lloyd Newman, Public Safety Director  
Neal Owings, Parks and Public Building Director  
Rodney Eggleston, Public Works Director  
Ryan Shrack, Community Development Director  
Gage Scheer, City Engineer  
Barry Arbuckle, City Attorney  
Brent Clark, City Administrator  
Kristi Carrithers, City Clerk/HR Director  
Desirae Womack, City Treasurer

Press present: Ark Valley News

**APPROVAL OF AGENDA**

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

**ADMINISTRATION AGENDA –**

**MARCH 19, 2024, CITY COUNCIL MINUTES-**

Kerstetter moved to approve the minutes of the March 19, 2024, City Council meeting as presented, seconded by Gregory. Vote Aye: Unanimous Motion Carried.

**PRESENTATIONS/PROCLAMATIONS –**

**A. Jacob Culver- Utilities Manager**

Rodney Eggleston, Public Works Director, introduced Jacob Culver as the Utilities Manager for the water and sewer departments. He began January 31, 2024.

**B. McCown Gordon Recreation Center Update**

Todd Dumber, Jaris Hye and Beau Berry, McCown Gordon, updated the progress on the Recreation Center. Due to great weather, a great deal of progress has been made. They showed photographs of the work being done.

**C. PEC Water Master Plan Update**

Trevor Kaufman and Lansten Yew, PEC presented information regarding the water master plan. They reminded Council that the plan is designed to look twenty years down the road. The developments being built now will need services. A second water tower for the higher developments of the east edge of Valley Center is one of their future recommendations.

**PUBLIC FORUM – None**

**APPOINTMENTS –**

**A. Valley Center Public Library**

Anderson made a motion to appoint Amy Heilman to the Valley Center Public Library board. Her four-year term will end April 2028. Motion seconded by Evans. Vote: Aye Unanimous Motion carried.

**B. Valley Center Planning and Zoning Board**

Anderson moved to re-appoint Paul Spranger and Rick Shellenbarger to the Planning and Zoning Board through April 2027. Motion seconded by Kerstetter Vote: Aye Unanimous Motion carried.

**OLD BUSINESS – None**

**NEW BUSINESS-**

**A. RESOLUTION 750-24; OVERALL DRAINAGE IMPROVEMENTS-HARVEST PLACE:**

Jake Vasa, SEH, explained that a petition for infrastructure improvements has been received. If approved, Resolutions 750-24 through 754-24 will authorize the construction and financing of the improvements located in the Harvest Place subdivision.

Wilson moved to approve Resolution 750-24, authorizing construction and financing overall drainage improvements to the Harvest Place Subdivision. Motion seconded by Evans. Vote Aye: unanimous. Motion carried.

**B. RESOLUTION 751-24; DRAINAGE IMPROVEMENTS-HARVEST PLACE:**

Stamm moved to approve Resolution 751-24, authorizing construction and financing drainage improvements to the Harvest Place Subdivision. Motion seconded by Kerstetter. Vote Aye: unanimous. Motion carried.

**C. RESOLUTION 752-24; PAVING IMPROVMENTS-HARVEST PLACE:**

Evans moved to approve Resolution 752-24, authorizing construction and financing paving improvements to the Harvest Place Subdivision. Motion seconded by Kerstetter. Vote Aye: unanimous. Motion carried.

**D. RESOLUTION 753-24; SANITARY SEWER IMPROVEMENTS-HARVEST PLACE:**

Anderson moved to approve Resolution 753-24, authorizing construction and financing sanitary sewer improvements to the Harvest Place Subdivision. Motion seconded by Stamm. Vote Aye: unanimous. Motion carried.

**E. RESOLUTION 754-24; WATER IMPROVEMENTS-HARVEST PLACE:**

Stamm moved to approve Resolution 754-24, authorizing construction and financing water improvements to the Harvest Place Subdivision. Motion seconded by Evans. Vote Aye: unanimous. Motion carried.

**F. APPROVE INFRASTRUCTURE AGREEMENT WITH McCULLOUGH FOR PRAIRIE LAKES PHASE IV;**

Jake Vasa-SEH presented infrastructure agreement with McCullough Excavation, Inc. for improvements to Prairie Lakes Phase IV. The improvement includes final grading of a single-family residential development with sanitary sewer, storm sewer, water main, paving, sidewalks, and erosion control, and final stabilization. Vasa explained that the price difference in the bid vs the agreement is alternate rolling compact concrete. Council discussed the quality of rolling compact concrete as well as the life span of concrete in residential areas. Vasa stated that while nothing is certain, the life span should be 30+ years. Kerstetter moved to approve infrastructure agreement with McCullough for Prairie Lakes Phase IV in an amount not to exceed \$1,277,594.90 and authorize Mayor or City Administrator to sign. Seconded by Evans. Vote Aye: unanimous. Motion carried.

**G. SELECTION OF CONTRACTOR FOR 2024 MOWING/DEBRIS ABATEMENT SERVICES:**

Building Inspector/Code Enforcement Officer Bill Andrews presented the bid tab for 2024 mowing/debris abatement services. Done Right Lawn Care, LLC and Handy Heart Home Services, LLC submitted bids by the March 22, 2024, deadline. Staff recommends award to Done Right Lawn Care. Anderson inquired how many properties need the mowing/debris abatement services. Andrews stated that there are 8-10 properties each year and 1-2 properties need the services each month. Stamm moved to approve bid from Done Right Lawn Care and authorize staff to sign contract with selected contractor. Motion seconded by Kerstetter. Vote Aye: unanimous. Motion carried.

H. APPROVAL OF FOSTER DESIGN ASSOCIATES' CONTRACT FOR 2024 COMPREHENSIVE PLAN:

Community Development Director Shrack stated that based on City Council's scoring, Foster Design Associates was chosen to help the City create a new ten-year comprehensive plan. Shrack requested approval of contract with compensation not to exceed \$28,000.00.

Gregory moved to approve contract with Foster Design Associates to help the City create a new ten-year comprehensive plan in 2024. The amount not to exceed \$28,000.00 and authorize Mayor to sign. Motion was seconded by Kerstetter. Vote Aye: unanimous. Motion carried.

I. ESTABLISHMENT OF 2024 COMPREHENSIVE PLAN STEERING COMMITTEE AND APPOINTMENT OF COMMITTEE MEMBERS:

Community Development Director Shrack requested Council establish a 2024 comprehensive plan steering committee and appoint committee members. He asked for approval of representation from the City Council and approval of citizens at large appointments. Ronald Colbert volunteered to serve on the committee.

Kerstetter moved to create a comprehensive plan committee and appoint up to 10 members to serve. Motion seconded by Gregory. Vote Aye: unanimous. Motion carried.

Kerstetter moved to appoint the following members to the committee: Ronald Colbert, Paul Spranger, Dalton Wilson, Tim Hoffman, Ray Ortega, Allison Clubb, Jason Reffner, Tawny Johnes, Andy Quandt and Michael Miller. Motion seconded by Anderson. Vote Aye: unanimous. Motion carried.

J. FOOD 4 FINES:

Public Safety Director requested approval of the Food for Fines program. All food collected between May 1<sup>st</sup> through June 28<sup>th</sup> will be donated to the Ministerial Alliance. For each item donated to the food drive the court will forgive \$5.00 of the individual's fine. Maximum amount to be forgiven is \$50.00 per person.

Stamm moved to approve Food for Fines program and set the amount per can/food item at \$5.00 with a maximum amount of \$50.00. Motion seconded by Anderson. Vote Aye: unanimous. Motion carried.

K. APPROVAL OF WATER WELL #10 REPAIRS

Public Works Director Eggleston requested approval of needed repairs to the pump at well #10. He explained that during the cleaning and conditioning the need for repairs was discovered. The \$15,690.40 cost of the repair will be paid from the well maintenance line item.

Kerstetter moved to approve the repair quote from Sargent Drilling in the amount of \$15,69.40 for pump in well #10 and authorize the mayor to sign. Motion seconded by Stamm. Vote Aye: unanimous. Motion carried.

L. ORDINANCE 1404-24; ANNEXATION REQUEST-SE CORNER OF 77<sup>TH</sup> AND WEST ST.

Administrator Clark presented Douglas Kirkland's request for annexation of property located southeast of 77<sup>th</sup> and West Streets. It includes approximately 40 acres and they have requested approval of plat at the April Planning and Zoning Board meeting. Clark asked for waiver of 1<sup>st</sup> reading. Anderson inquired whether water and sewer service from the City will be needed. Clark stated they have indicated sewer



systems. But development plans have not been before Planning and Zoning Board. Kerstetter stated that he is not in favor of waiving the first reading.

Wilson moved to waive 1st reading of Ordinance 1404-24 and approve annexation of property located southeast of 77th St and West St. Motion seconded by Stamm. Request to amend motion to split waive of 1<sup>st</sup> reading and approval of annexation was made. Wilson amended motion to waive 1<sup>st</sup> reading of Ordinance 1404-24. Seconded by Stamm. Anderson inquired whether neighbors have been contacted. Clark stated that notification is not needed for the annexation process but will be notified for any zoning changes. Vote Aye: Wilson, Anderson, Gregory, Evans and Stamm. Opposed: Colbert and Kerstetter. Motion carried.

Wilson moved to approve Ordinance 1404-24 to annex property located southeast of 77<sup>th</sup> St. and West St. Motion seconded by Stamm. Vote Aye: Wilson, Anderson, Gregory, Evans and Stamm. Opposed: Colbert and Kerstetter. Motion carried.

#### M. FINAL PAY APPLICATION PRAIRIE LAKES PHASE III

Jake Vasa presented the final pay application for Prairie Lakes Phase III. The final amount of \$145,847.98 included adjustment of change orders and liquidated damages. He also stated the SEH made adjustment for incorrect plans they took responsibility for.

Anderson moved to approve the final pay app for Prairie Lakes Phase III in the amount of \$145,847.98. Motion seconded by Colbert. Vote Aye: unanimous. Motion carried.

### **CONSENT AGENDA**

#### A. APPROPRIATION ORDINANCE – APRIL 2, 2024

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

### **STAFF REPORTS**

#### PARKS AND PUBLIC BUILDING DIRECTOR OWINGS

Reported on clearing of overgrown trees and growth around the recreation center site.

#### PUBLIC WORKS DIRECTOR EGGLESTON

Reported on progress along Meridian. Also updated Council regarding the mil and overlay projects. Explained that the wires coming up from the blue lines are tracer wires that will allow staff to locate where the lines are for future repairs or locates. Installations of sewer lines are active once they are installed. Crews are working from the south to the north. Eggleston stated the project is still on schedule and should be completed in August, prior to Fall Fest.

#### CITY CLERK/HR DIRECTOR CARRITHERS

Katie Crook began with the City on April 1<sup>st</sup> as the Utility Billing Specialist. The Finance Director position has been posted.

### **GOVERNING BODY REPORTS-**

#### COUNCILMEMBER COLBERT

Gave a State legislative update. SP542 is being discussed which relates to unauthorized camping or sleeping. This could impact the city's ability to regulate this issue for their municipality.

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

### **ADJOURN -**

**The meeting adjourned at 8:42 PM.**

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

**ADMINISTRATION AGENDA**

**RECOMMENDED ACTION**

**A. MINUTES:**

**RECOMMENDED ACTION:**

**Staff recommends motion to approve the minutes of the April 2, 2024, Regular Council Meeting as presented/ amended.**

**PRESENTATIONS / PROCLAMATIONS**

**PUBLIC FORUM**

**APPOINTMENTS**

**OLD BUSINESS**

## **NEW BUSINESS**

### **A. APPROVAL OF HORNET HUSTLE RACE:**

West Elementary, Wheatland Elementary, Abilene Elementary and Valley Center Intermediate School Elementary PTOs are requesting staff assistance for Hornet Hustle fundraiser.

- Hornet Hustle Committee Request
- Map of proposed routes



April 4th, 2024

Hornet Hustle Committee  
PO Box 407  
Valley Center, KS 67147

***RE: 2024 Hornet Hustle Route Maps***

Dear Mayor & City Council Members:

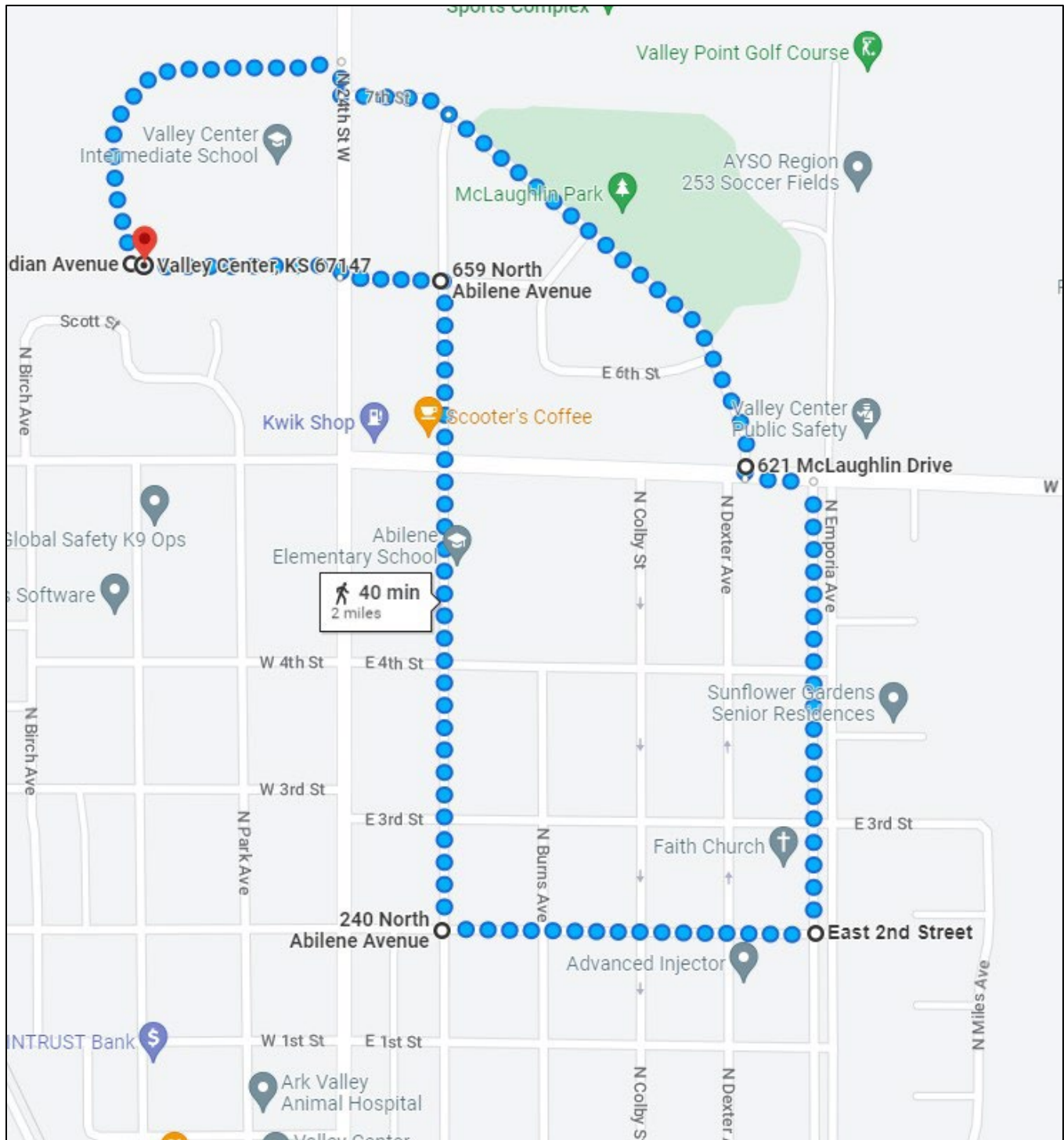
It is that time of year again for the community's Annual Hornet Hustle Family Fun Run. This year we are continuing our combined efforts between Abilene Elementary, West Elementary, Wheatland Elementary, and Valley Center Intermediate School (VCIS) to host this amazing run.

The Hornet Hustle will be held on September 7<sup>th</sup>, 2024, and it will continue to be a benefit race that provides a variety of support to the USD 262 elementary schools. The races will begin at 9am that morning at VCIS and will include a 5K, 2-mile, 1-mile, ¼ mile or the 50-yard dash.

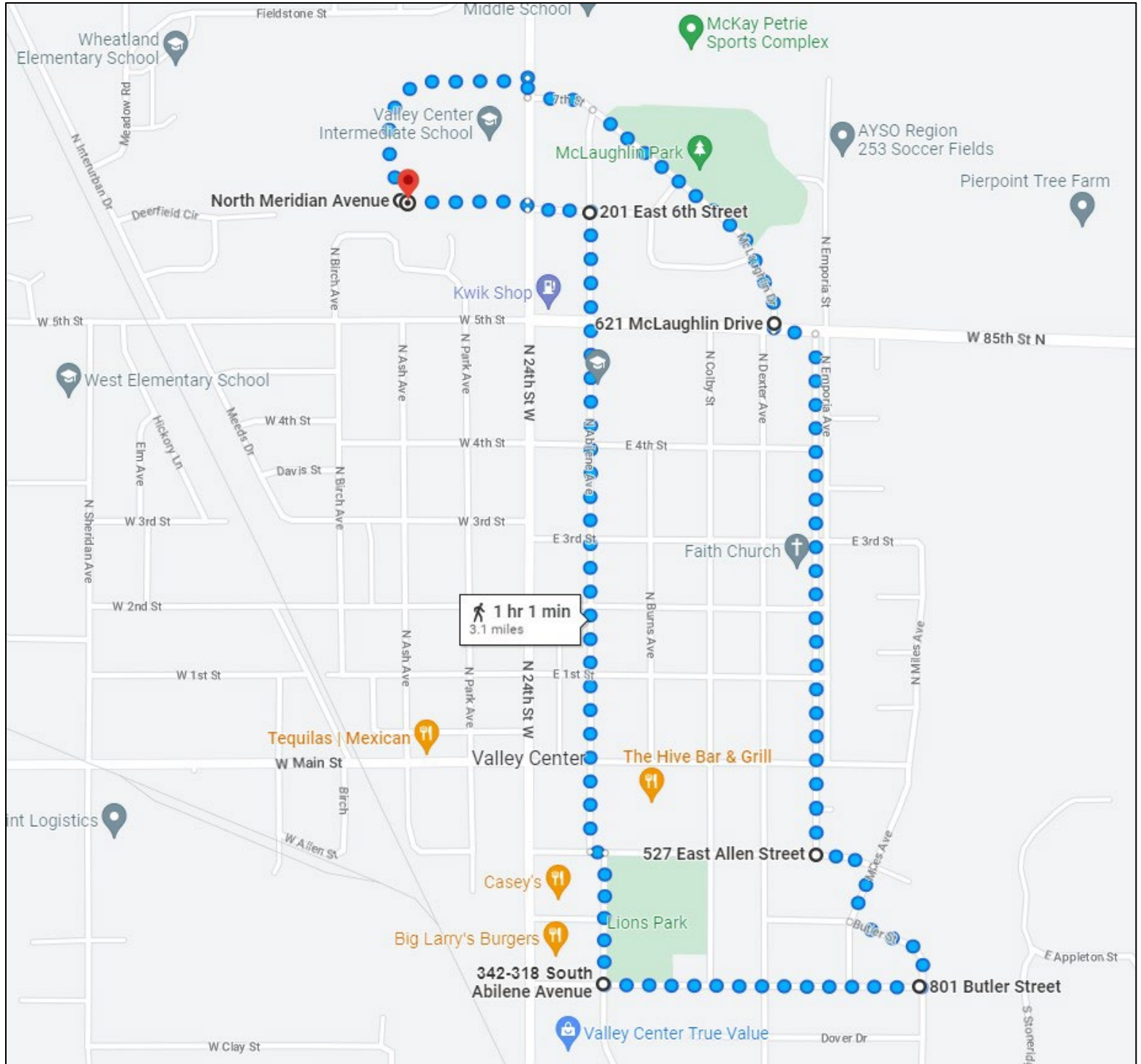
We are requesting the assistance of the Valley Center Police Department during our road races to provide safe and secure routes for our runners. There are two maps included for your reference for our 5k and 2-mile races.

As we begin taking entries, we will provide sign up updates on each individual school Facebook pages, along with PTO Facebook pages. Please keep in mind that this will be a great opportunity to have your group or family volunteer for the occasion. They say it takes a village and we will count on our Hornet village to be there as always.

Sincerely,  
Hornet Hustle Committee



# 5K Route





**NEW BUSINESS**

**RECOMMENDED ACTION**

**A. APPROVAL OF HORNET HUSTLE RACE:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion of approval of staff assistance needed for Hornet Hustle on September 7, 2024.**

**NEW BUSINESS**

**B. CHAMBER OF COMMERCE GARAGE SALE SIGN ROW  
PLACEMENT:**

Allison Clubb, Chamber of Commerce Director requests garage sale signs be allowed in the City's Right of Way from Thursday, April 18<sup>th</sup> through Sunday, April 20<sup>th</sup>.

- Letter of Request



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

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

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April 4<sup>th</sup>, 2024

To: Mayor Truman & Members of Council

From: Allison Clubb – VCCC, Executive Director

Subject: Garage Sale Signs within Right of Way (ROW)

The 2024 Spring City-Wide Garage Sales are set to begin on Thursday, April 18<sup>th</sup>, 2024 and will end sometime on Saturday, April 20<sup>th</sup>, 2024 (as each sale will be different).

I am requesting on behalf of the participants in the city-wide garage sales that their Garage Sale Signs be allowed to be placed within the ROWs around the community to assist in promoting, as well as providing direction, to the location of the garage sales so long as they do not obstruct the site triangle at intersections and are removed on or before noon Sunday, April 21<sup>st</sup>, 2024 by the residents whom placed each sign(s).

Thank you for your consideration!

Sincerely,

Allison Clubb  
Executive Director  
Valley Center Chamber of Commerce

**NEW BUSINESS**

**RECOMMENDED ACTION**

**B. CHAMBER OF COMMERCE GARAGE SALE SIGN ROW  
PLACEMENT:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends Council approve allowing signs to be placed in the right of way during the city-wide garage sale weekend, April 18<sup>th</sup> through April 20<sup>th</sup>.**

**NEW BUSINESS**

**C. POOL USE AGREEMENT WITH VCSC AND VCRC:**

VC Recreation Director Blake Peniston will present an agreement for 2024 use of the swimming pool in Lions Park.

- Pool uses agreement

**City of Valley Center – Valley Center Recreation Commission – Valley Center Swim Club**

**POOL-USE AGREEMENT**

This Agreement is made and entered into as of this 11<sup>th</sup> day of March, 2024 by and between the City of Valley Center, Kansas (hereinafter known as City), Valley Center Recreation Commission (hereinafter known as VCRC), and the Valley Center Swim Club (hereinafter known as VCSC).

WHEREAS, The City owns and allows VCRC to operate the Lions Park Pool Facility commonly known as Lions Park Swimming Pool, located at 255 E. Allen, Valley Center, KS; and

WHEREAS, The Lions Park Pool Facility (hereinafter known as LPP) consists of a pool, two (2) diving boards, climbing wall and a double tube slide;

WHEREAS, “necessary appurtenances” are defined as the showers, restrooms, shelter, storage closet and parking lot;

WHEREAS, VCSC desires to obtain the right to use of LPP for swim practices and three (3) home league swim meets and the City & VCRC are willing to permit the same upon the terms and conditions provided for herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the City, VCRC and VCSC agree as follows:

- I. City & VCRC agrees and does hereby allow VCSC use of the pool and diving boards and necessary appurtenances for said swim practices, commencing on the Monday designated as Memorial Day and continuing through the third Wednesday in July (July 17<sup>th</sup>, 2024). Practices shall be on days and times as specified by VCRC. The terms hereof shall apply to the practice and meet dates and facilities specified within this Agreement as “Exhibit A” only for the year of 2024.
- II. Any additional practice or meet times must be negotiated separately with the Director of VCRC or designee. VCSC agrees to allow the City and VCRC access to the pool area conjunctively with VCSC for any purposes related to cleaning, maintenance, pool preparation and water testing during VCSC practices.
- III. City & VCRC agree and do hereby allow VCSC use of the LPP and necessary appurtenances for home league meets on ----- . No meets are allowed at the LLP during the weeks of July 8<sup>th</sup> to July 19<sup>th</sup>. LLP is used for swim lessons during these evenings. VCRC agrees to close the pool to the public at 4:00 pm on June 4<sup>th</sup>, 18<sup>th</sup> & 25<sup>th</sup> to allow VCSC to prepare for and conduct said meets. Due to City Ordinance / park curfew hours, all activities (including clean-up) shall be concluded by 11:00 p.m.
- IV. VCSC is allowed to operate its own concession stand at the LPP Facility during the swim meets; VCSC shall be responsible for cleaning the concession area at the conclusion of the event. Additionally, VCSC may place a grill outside the fence for use associated with concession operation. A vehicle may be used to unload/load the grill but may not be parked on the grass during the meet. VCSC may rent the “pool BBQ grill” for swim meets and their pool party at the designated rental rate.

- V. VCSC agrees to pay VCRC an annual fee of one thousand six hundred dollars (\$1,600.00) for use of the facility. The fee shall be paid prior to May 1<sup>st</sup> every year this Agreement is in effect, commencing May 1, 2024. In the event pool keys are not returned to VCRC by August 5, 2024, VCSC will be invoiced the amount of two-hundred fifty dollars (\$250.00).
- VI. If needed, VCSC will be responsible for renting/obtaining bleachers and canopies for the swim meets. The City will allow the canopies in the grass but the canopies cannot block any walking paths. Driving or parking on the grass will not be allowed.
- VII. VCRC shall be responsible for providing one (1) staff member to be on-site for all VCSC home meets. The staff member will be present at all times to monitor the facility, and see it is used in a safe manner. VCRC will provide and will pay such staff members' wages.
- VIII. During all practices of VCSC there shall be at least one individual, present at all times that is currently certified as a lifeguard to monitor the pool, the facility, and see it is used in a safe manner. If VCSC is unable to provided certified guard(s), VCRC will provide and will initially pay such guards wages but will be reimbursed by VCSC within ten (10) calendar days for such guards' wages.
- IX. The following general provisions shall be followed by the parties regarding the care and maintenance of the City's swimming pool facilities pursuant to this Agreement.
  - A. VCSC is responsible for picking up the trash in and around the pool facility and parking lot and for emptying all trash cans into trash dumpster after all swim meets.
  - B. City and/or VCRC will provide trash service and receptacles and will wash pool deck for home league meets.
  - C. VCSC shall put out and take down lane ropes before and after each practice and swim meet.
  - D. VCRC will make sure bathrooms are cleaned and restocked prior to any VCSC meet as described above. VCRC shall restock all toilet paper and paper towels and clean bathrooms after all swim meets.
  - E. VCSC shall reimburse City or VCRC (whichever incurs actual costs) for total costs associated with damage to the pool and/or facility that exceed normal or routine maintenance requirements. Damage claims shall be jointly reviewed by City and/or VCRC and VCSC representatives to determine if the damage in question exceeds normal or routine maintenance requirements.
  - F. All vehicles, including RV's, shall be parked in the parking lot. Overflow parking will be allowed on the street around the pool.
  - G. VCSC shall provide adequate personnel to supervise all activities, and prior to pool use shall provide VCRC contact information for all coaches (including names, addresses and telephone numbers and certification status) and VCSC Board Members prior to May 1, 2024.
- X. VCSC shall provide the City & VCRC with proof of insurance, \$500,000 per occurrence / \$1,000,000 aggregate, naming the City and VCRC, jointly, as insured to cover pool, land, or liability for all League sanctioned activities. VCSC's insurance certificate must include the City of Valley Center as 3<sup>rd</sup> party insured.

- XI.** VCSC and its individual officers and members, hereby agree to defend, indemnify, and hold harmless City and/or VCRC for any damage to city property by any person or persons participating in or attending the Club sanctioned activities and to pay any costs of defense associated with claims brought against City or VCRC arising from, or related to, this Agreement and/or the activities covered hereunder, including reasonable attorney's fees.
- XII.** VCSC and its individual officers and members, hereby agree to relieve and discharge and release City and/or VCRC, its agents and employees from all responsibility for any injury, damage or loss to the property or person of any person participating in or attending the Club sanctioned activities and to indemnify and hold harmless the City, its agents and employees from any claim, lawsuits, etc. arising out of Club's use of the pool.
- XIII.** This agreement may be terminated at any time by mutual agreement, or by either party upon giving thirty (30) days prior written notice of the cancellation to the other party.
- XIV.** This agreement may be modified, changed, or amended only as may be mutually agreed in writing between City, VCRC and VCSC. It is understood that this agreement supersedes and cancels any and all prior existing arrangement(s) between the parties hereto and their predecessors concerning the uses provided for herein.
- XV.** If any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition, or provision does not materially prejudice VCRC, VCSC or City in the respective rights and obligations contained in the valid covenants, conditions, or provisions in this agreement.
- XVI.** It is understood and agreed that VCSC shall not sell, sign or transfer any of its rights or privileges granted hereunder without the prior written consent of City and VCRC.



This agreement is hereby executed as of the date first above written.

**CITY OF VALLEY CENTER, KANSAS**

**VALLEY CENTER SWIM CLUB**

\_\_\_\_\_  
**Jet Truman, Mayor**

  
\_\_\_\_\_  
**Kara Milligan, President**

ATTEST:

SEAL

**VALLEY CENTER RECREATION COMMISSION**

\_\_\_\_\_  
**Kristi Carrithers, City Clerk**

  
\_\_\_\_\_  
**Blake Peniston, Director**

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

**C. POOL USE AGREEMENT WITH VCSC AND VCRC:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommends motion to approve agreement for pool use between The City of Valley Center, Valley Center Recreation Commission and the Valley Center Swim Club and authorize Mayor to sign.**

**NEW BUSINESS**

**D. APPROVAL OF HARVEST PLACE DESIGN AGREEMENT - SEH:**

Samantha Ghareeb, SEH will present for approval a design agreement between City of Valley Center and SEH for Harvest Place, Phase I. The development design will include grading, paving, water main, sanitary sewer main and drainage.

- Design Agreement

## Agreement for Professional Services

This Agreement is effective as of March 13, 2024, between City of Valley Center (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Harvest Place Phase I**

**Client's Authorized Representative:** Brent Clark  
**Address:** 121 S. Meridian, PO Box 188, Valley Center, Kansas 67147  
**Telephone:** 3088702150 **email:** bclark@valleycenterks.org

**Project Manager:** Jake Vasa  
**Address:** 15750 West Dodge Road, Suite 304, Omaha, Nebraska 68118  
**Telephone:** 4024804096 **email:** jvasa@sehinc.com

**Project Description:** The project area is an approximate 130 acre site, and is located at the southeast corner of Meridian Avenue and 93<sup>rd</sup> Street in the City of Valley Center, Kansas. The proposed development design will include; grading, paving, water main, sanitary sewer main, and drainage. A bid package will be developed for the entire scope of work.

**Scope:** The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

***Task 1: Construction Documents (Entire site grading, improvements for Phase I area)***

- Develop refined grading plan for the entire site and adjacent 77 Acre property to the west of Meridian Avenue, to be conveyed to the east to the proposed retention ponds.
- Develop roadway alignment and typical sections
- Develop storm sewer routing, outlet structures, and design in accordance with the approved drainage plan for this development.
- Provide water main plans and connections to the existing water system on the north side of 93<sup>rd</sup> Street
- Develop sanitary sewer routing and design – connection on the east side of the site.
- Submit Final Plans for City staff and County review, which shall include the following:
  - Title sheet
  - Notes sheet
  - Typical section sheet
  - Details sheets
  - Control sheet
  - Site Grading Plans
  - Site Grading Heat map
  - Site Erosion Control & Stabilization plans
  - Sanitary Sewer Plan & Profile sheets
  - Water Main Plan & Profile sheets
  - Roadway Plan & Profile sheets
  - Storm sewer Plan & Profile sheets
  - Roadway Cross-sections sheets
- Provide project specifications & bid documents
- Send plans to local utility companies for review and relocation coordination, as necessary
- Send plans to City of Valley Center for review and comment, and make revisions as necessary
- Send plans to Kansas Dept. of Health and Environment (KDHE) for review and permitting
- Provide Final Opinion of Cost for Sanitary, Water, Street, and Drainage for Special Assessment Petitions

- Make final revisions and incorporate comments from City staff and KDHE from Final Plans review

**Not included:**

- Phase 2 design
- Construction administration
- Turn Lane design
- Landscape plan
- Construction Staking

**Schedule:** Design is anticipated to take up to 12 weeks for the Construction Documents submittal to city for review, and reviews and resubmittals can take another 3 weeks. Once approved by the City and County, permitting will begin and within 3 weeks the project can solicit bids.

Note: Consultant can adjust the schedule to meet critical deadlines that are mutually agreed upon. Overall schedule may be impacted by regulatory approval processes beyond the control of the Consultant.

**Payment:** The lump sum fee, including expenses and equipment (mileage and lodging), **\$334,200.**

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

**Other Terms and Conditions:** Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

**Short Elliott Hendrickson Inc.**

**City of Valley Center**

By:

Full Name:

Title:

  
 \_\_\_\_\_  
 PROJECT MANAGER

By:

Full Name:

Title:

\_\_\_\_\_  
 \_\_\_\_\_

**Exhibit A-2**  
**to Agreement for Professional Services**  
**Between City of Valley Center (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated March 13, 2024**

**Payments to Consultant for Services and Expenses**  
**Using the Lump Sum Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

**A. Lump Sum Basis Option**

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

**B. Expenses Not Included in the Lump Sum**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

## General Conditions of the Agreement for Professional Services

### SECTION I – SERVICES OF CONSULTANT

#### A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

#### B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

#### C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

#### D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

### SECTION II – CLIENT RESPONSIBILITIES

#### A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

### SECTION III – PAYMENTS

#### A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
  3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

## SECTION IV – GENERAL CONSIDERATIONS

### A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

### B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

### C. Limitations on Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
3. It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

### D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

### E. Dispute Resolution

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
2. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

## SECTION V – INTELLECTUAL PROPERTY

### A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CAD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

### B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

### C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.



**NEW BUSINESS**

**RECOMMENDED ACTION**

**D. APPROVAL OF HARVEST PLACE DESIGN AGREEMENT - SEH**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends approval of the agreement with SEH for development design for Harvest Place, Phase I in an amount not to exceed \$334,200.00 and authorize Mayor or City Administrator to sign.**

**NEW BUSINESS**

**E. APPROVAL OF CHANGE ORDER #3 FOR PRAIRIE LAKES  
REGIONAL DETENTION BASIN:**

City Administrator Clark and SEH representative will present for approval change order #3 for the Prairie Lakes Regional Detention Basin. Change order is needed due to additional work associated with delay in the project due to permitting.

➤ Change Order #3

**CHANGE ORDER NO. 3**

OWNER	<u>City of Valley Center</u>	DATE	<u>April 8, 2024</u>
CONTRACTOR	<u>Unruh Excavating, LLC</u>		
ENGINEER	<u>SEH Inc.</u>		
Contract	<u>N/A</u>	SEH No.	<u>IHDEV 164342</u>
Project	<u>Prairie Lakes Regional Detention Basin</u>		

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

Description: Additional work associated with delay in the project due to permitting. Additional contractor costs include a change from original grading plan, additional mobilization to the site by the general and subcontractors, and additional costs associated with inflation from original bid to current day.

ITEM	DESCRIPTION	UNIT	UNIT COST	QUANTITY	AMOUNT
CO3 - 1	ADDITIONAL MOBILIZATION (UNRUH EXCAVATING)	LS	\$73,675.00	1.0	\$73,675.00
CO3 - 2	ADDITIONAL SITE CLEARING & GRUBBING	LS	\$39,325.00	1.0	\$39,325.00
CO3 - 3	ADDITIONAL GRADING FOR NATURALIZED CHANNEL	LS	\$32,275.00	1.0	\$32,275.00
CO3 - 4	ADDITIONAL COMPACTED FILL COSTS FOR DRYER CONDITIONS	LS	\$71,725.00	1.0	\$71,725.00
CO3 - 5	SENECA BRIDGE SCOUR REGRADE	LS	\$2,500.00	1.0	\$2,500.00
CO3 - 6	ADDITIONAL MOBILIZATION AND COSTS (PIPE SUBCONTRACTOR)	LS	\$2,895.00	1.0	\$2,895.00
CO3 - 7	ADDITIONAL MOBILIZATION AND COSTS (SEEDING CONTRACTOR)	LS	\$27,850.00	1.0	\$27,850.00
<b>TOTAL</b>					<b>\$250,245.00</b>


Reason for Change Order (CO3 – #):

1. Contractor is required to remobilize to the site with all equipment. This also includes the additional costs of bonding the project, and associated fees and costs with restarting the construction process.
2. Site vegetation has grown back after original clearing and grubbing was accomplished.
3. Contractor is required to excavate a naturalized channel which will mimic previous conditions. There is additional hours grading and excavating with this change.
4. Contractor is required to add water during grading and compacting to achieve a higher moisture content which is due to the site soil being much more dry than when work previously had begun.
5. The bridge on Seneca over the channel required some regrading due to erosion off of the east abutment. This work was requested by the city.
6. Pipe subcontractor is required to remobilize to the site with all equipment. This also includes the additional costs of bonding the project, and associated fees and costs with restarting the construction process.
7. Seeding subcontractor is required to remobilize to the site with all equipment. This also includes the additional costs of bonding the project, and associated fees and costs with restarting the construction process.

ITEM	CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES	
		Substantial Completion	Ready for Final Payment
Original Contract Price:	\$1,569,899.60	10/1/2022	10/15/2022
Net increase (decrease) from previous Change Order No. <u>1</u> to <u>2</u> :	\$116,966.60	NA	NA
Contract price prior to the Change Order:	\$1,686,866.20	12/1/2022	12/15/2022
Net increase ( <del>decrease</del> ) of this Change Order:	\$250,245.00	NA	NA
Contract price with all approved Change Orders:	<b>\$1,937,111.20</b>	9/30/2024	10/15/2024

**RECOMMENDED:**

SEH  
Design Engineer

By:   
Title: Project Engineer  
Date: April 8, 2024

**APPROVED:**

City of Valley Center  
Owner

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ACCEPTED:**

Unruh Excavating, LLC  
Contractor

By: Randal Holdeman  
Title: Project Manager  
Date: 4/8/2024

**NEW BUSINESS**

**RECOMMENDED ACTION**

**E. APPROVAL OF CHANGE ORDER #3 FOR PRAIRIE LAKES  
REGIONAL DETENTION BASIN:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion to approve the change order #3 for the Prairie Lakes Regional Detention Basin in an amount not to exceed \$250,245.00 and authorize Mayor or City Administrator to sign.**

**NEW BUSINESS**

**F. APPROVAL OF BUDGET CALENDAR:**

City Treasurer Desirae Womack will present and discuss the proposed 2025 Budget Calendar.

- Proposed Budget Calendar

## **2025 budget process calendar**

### **2024**

March 19 <sup>th</sup>	Department budget worksheets distributed to department directors
April 29 <sup>th</sup>	Department base budget and department budget requests & outcomes due to Finance/City Administrator
May 6 <sup>th</sup> – May 17 <sup>th</sup>	Individual meetings with departments /City Administrator/Finance Department
June 4 <sup>th</sup> 6:00 pm	Department budget presentations <i>(prior to regular council meeting)</i>
June 14 <sup>th</sup>	Deadline for Sedgwick County to notify the city of our revenue-neutral rate
June 18 <sup>th</sup>	FY2025 budget draft presentation and discussion <i>(regular council meeting)</i>
June 25 <sup>th</sup>	<i>Potential Special Budget meeting if needed</i>
July 2 <sup>th</sup>	Comprehensive budget discussion, and determine intent to exceed the revenue neutral rate for the FY2025 budget. <i>(regular council meeting)</i>
July 9 <sup>th</sup>	<i>Potential Special Budget meeting if needed</i>
July 16 <sup>th</sup>	CIP review/discussion <i>(regular council meeting)</i>
July 19 <sup>th</sup>	Deadline to notify Sedgwick County if we will exceed revenue neutral rate
August 15 <sup>th</sup>	Publish notice of intent to exceed the revenue neutral rate on the city website and in the Ark Valley News – must include proposed tax rate, our revenue neutral rate, and the date, time, and location of the public hearing. <i>(minimum of 10 days prior to hearing)</i>
August 22 <sup>nd</sup>	<i>Last chance to republish hearing notice if necessary for Sept 3<sup>rd</sup> hearing.</i>
September 3 <sup>rd</sup>	Hold hearing - Notice to exceed revenue neutral rate along w/ public hearing for 2025 budget. After public hearings, the council will adopt a resolution to approve exceeding the revenue-neutral rate with a roll call vote. Approval of 2025 budget. <i>(regular council meeting)(must occur between Aug.20<sup>th</sup> - Sept.20<sup>th</sup>)</i>
September 5 <sup>th</sup>	Last day to publish both hearings for the 2025 budget <i>(if needed)</i>
September 17 <sup>th</sup>	Last day to hold public hearings and approve the FY2024 budget. <i>(regular council meeting) (if needed)</i>
October 1 <sup>st</sup>	Last day to certify the 2025 budget to Sedgwick County <i>(must certify between August 30<sup>th</sup> – October 1<sup>st</sup>)</i>

**NEW BUSINESS**

**RECOMMENDED ACTION**

**F. APPROVAL OF BUDGET CALENDAR:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion to adopt the proposed 2025 budget calendar.**



**NEW BUSINESS**

**G. ORDINANCE 1405-24; AUTHORIZING THE ISSUANCE OF G.O. BONDS SERIES 2024-1:**

Garth Hermann will present the bid tab for the General Obligation Bond Sale and explain the process. Three bids were received. Recommendation is to award bid to TD Securities with a 3.938% interest rate. Following motion to accept bid, Council will need to take action to approve Ordinance 1405-24, authorizing the issuance of General Obligation Bonds, series 2024-1. This authorizes the levy and collection of an annual tax for the purpose of paying the principal of and interest on said bonds.

- Bid Tab
- Ordinance 1405-24

**EXHIBIT A**  
**BID TABULATION**

**CITY OF VALLEY CENTER, KANSAS**  
**GENERAL OBLIGATION BONDS**

Dated: May 2, 2024  
Series 2024-1  
Good Faith Deposit: \$118,300

Sale Date: April 16, 2024  
10:00 a.m., Central Time  
Max Interest Rate: 7.508%

**BIDDERS**

<b>Account Manager:</b>	TD Securities	Robert W. Baird & Co., Inc.	FHN Financial Capital Markets
<b>Contact:</b>	Jake Frackowiak	Peter Anderson	Robert McCraw
<b>Phone Number:</b>	212-827-7171	414-765-7331	212-418-5020
<b>Total Interest Cost to Maturity at Rates Specified:</b>	\$3,251,792.80	\$3,193,258.06	\$3,087,685.85
<b>Less Premium (if any):</b>	\$301,215.05	\$243,070.60	\$159,449.05
<b>Plus Discount (if any):</b>	\$0.00	\$0.00	\$0.00
<b>Net Interest Cost to City:</b>	\$2,950,577.75	\$2,950,187.46	\$2,928,236.80
<b>True Interest Cost (TIC):</b>	3.938174%	3.964357%	3.964859%

**EXHIBIT B****(BID OF PURCHASER)**

TD Securities - New York , NY's Bid



**Valley Center**  
**\$5,915,000 General Obligation Bonds Series 2024-1**

For the aggregate principal amount of \$5,915,000.00, we will pay you \$6,216,215.05, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
12/01/2025	110M	5.0000	3.5100	102.268
12/01/2026	225M	5.0000	3.3700	103.993
12/01/2027	235M	5.0000	3.1900	106.076
12/01/2028	245M	5.0000	3.0700	108.186
12/01/2029	255M	5.0000	3.0000	110.204
12/01/2030	255M	5.0000	3.0000	111.860
12/01/2031	260M	5.0000	3.0000	113.468
12/01/2032	270M	5.0000	3.0100	113.395
12/01/2033	280M	5.0000	3.0200	113.323
12/01/2034	295M	5.0000	3.0500	113.106
12/01/2035	295M	5.0000	3.1300	112.530
12/01/2036	305M	5.0000	3.2300	111.814
12/01/2037	320M	5.0000	3.3300	111.104
12/01/2038	330M	5.0000	3.4200	110.469
12/01/2039	345M	4.0000	3.8100	101.238
12/01/2040	350M	4.0000	3.9400	100.387
12/01/2041	365M	4.0000	4.0200	99.746
12/01/2042	375M	4.0000	4.0700	99.090
12/01/2043	395M	4.0000	4.1200	98.395
12/01/2044	405M	4.1250	4.1700	99.379

Total Interest Cost: \$3,251,792.80

Premium: \$301,215.05

Net Interest Cost: \$2,950,577.75

TIC: 3.938174

Time Last Bid Received On:04/16/2024 9:37:12 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: TD Securities, New York , NY  
 Contact: Jake Frackowiak  
 Title:  
 Telephone:212-827-7171  
 Fax:

\* Please Note Revised and Final Pricing Schedule  
 Attached

Issuer Name: City of Valley Center

Company Name: TD Securities (USA) LLC

Accepted By: \_\_\_\_\_

Accepted By: \_\_\_\_\_

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

Date: 4/16/24

Apr 16, 2024 10:25 am Prepared by Piper Sandler &amp; Co.

## BOND PRICING

City of Valley Center, Kansas  
General Obligation Bonds  
Series 2024-1

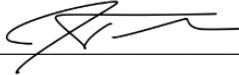
Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)	Principal Cost
Serial Bond:										
	12/01/2025	40,000	5.000%	3.510%	102.268				907.20	40,907.20
	12/01/2026	185,000	5.000%	3.370%	103.993				7,387.05	192,387.05
	12/01/2027	200,000	5.000%	3.190%	106.076				12,152.00	212,152.00
	12/01/2028	205,000	5.000%	3.070%	108.186				16,781.30	221,781.30
	12/01/2029	215,000	5.000%	3.000%	110.204				21,938.60	236,938.60
	12/01/2030	225,000	5.000%	3.000%	111.860				26,685.00	251,685.00
	12/01/2031	235,000	5.000%	3.000%	113.468				31,649.80	266,649.80
	12/01/2032	255,000	5.000%	3.010%	113.395	C 3.202%	12/01/2031	100.000	34,157.25	289,157.25
	12/01/2033	260,000	5.000%	3.020%	113.323	C 3.362%	12/01/2031	100.000	34,639.80	294,639.80
	12/01/2034	270,000	5.000%	3.050%	113.106	C 3.506%	12/01/2031	100.000	35,386.20	305,386.20
	12/01/2035	290,000	5.000%	3.130%	112.530	C 3.662%	12/01/2031	100.000	36,337.00	326,337.00
	12/01/2036	300,000	5.000%	3.230%	111.814	C 3.809%	12/01/2031	100.000	35,442.00	335,442.00
	12/01/2037	320,000	5.000%	3.330%	111.104	C 3.936%	12/01/2031	100.000	35,532.80	355,532.80
	12/01/2038	330,000	5.000%	3.420%	110.469	C 4.042%	12/01/2031	100.000	34,547.70	364,547.70
	12/01/2039	345,000	4.000%	3.810%	101.238	C 3.893%	12/01/2031	100.000	4,271.10	349,271.10
	12/01/2040	365,000	4.000%	3.940%	100.387	C 3.968%	12/01/2031	100.000	1,412.55	366,412.55
	12/01/2041	375,000	4.000%	4.020%	99.746				-952.50	374,047.50
	12/01/2042	390,000	4.000%	4.070%	99.090				-3,549.00	386,451.00
	12/01/2043	410,000	4.000%	4.120%	98.395				-6,580.50	403,419.50
	12/01/2044	420,000	4.125%	4.170%	99.379				-2,608.20	417,391.80
		5,635,000							355,537.15	5,990,537.15

Dated Date	05/02/2024	
Delivery Date	05/02/2024	
First Coupon	06/01/2025	
Par Amount	5,635,000.00	
Premium	355,537.15	
Production	5,990,537.15	106.309444%
Underwriter's Discount	-79,566.20	-1.412000%
Purchase Price	5,910,970.95	104.897444%
Accrued Interest		
Net Proceeds	5,910,970.95	

Issuer Name: \_\_\_\_\_

Company Name: TD Securities (USA) LLC

Accepted By: \_\_\_\_\_

Accepted By:  \_\_\_\_\_

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

Date: 4/16/24

Gilmore & Bell, P.C.  
04/16/2024

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**ORDINANCE NO. 1405-24**

**OF**

**THE CITY OF VALLEY CENTER, KANSAS**

**PASSED**

**APRIL 16, 2024**

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**GENERAL OBLIGATION BONDS  
SERIES 2024-1**

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**ORDINANCE NO. 1405-24**

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2024-1, OF THE CITY OF VALLEY CENTER, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

**WHEREAS**, the City of Valley Center, Kansas (the “City”) is a city of the second class, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, pursuant to the laws of the State of Kansas applicable thereto, by proceedings duly had, the City Council of the City (the “Governing Body”) has authorized the following improvements (the “Improvements”) to be made in the City, to-wit:

<b><u>Project Description</u></b>	<b><u>Res. No.</u></b>	<b><u>Authority (K.S.A.)</u></b>	<b><u>Project Amount</u></b>
Cedar Ridge Estates – Paving Improvements	704-21	12-6a01 <i>et seq.</i>	\$ 956,400.38
Cedar Ridge Estates – Water Improvements	705-21	12-6a01 <i>et seq.</i>	328,599.62
Arbor Valley Phase 1 – Paving Improvements	717-22	12-6a01 <i>et seq.</i>	1,294,891.73
Arbor Valley Phase 1 – Water Improvements	718-22	12-6a01 <i>et seq.</i>	320,108.27
CIP Projects – Ford – Broadway to Floodway <sup>1</sup>	713-22	14-570 <i>et seq.</i> / Charter No. 27-2009	2,176,285.97
CIP Projects – Fire Truck <sup>1</sup>	650-16/ 713-22	14-570 <i>et seq.</i> / Charter No. 27-2009	<u>812,647.50</u>
<b><i>Total:</i></b>			<b><u>\$5,888,933.47</u></b>

<sup>1</sup> Amount excludes costs of issuance

**WHEREAS**, the Governing Body is authorized by law to issue general obligation bonds of the City to pay the costs of the Improvements; and

**WHEREAS**, none of such general obligation bonds heretofore authorized have been issued and the City proposes to issue \$5,635,000 of its general obligation bonds, together with bid premium thereon, to pay a portion of the costs of the Improvements; and

**WHEREAS**, the Governing Body has advertised the sale of the Bonds in accordance with the law and at a meeting held in the City on this date awarded the sale of such Bonds to the best bidder.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VALLEY CENTER, KANSAS, AS FOLLOWS:**

**Section 1. Definitions of Words and Terms.** In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

**“Act”** means the Constitution and statutes of the State, including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, K.S.A. 12-6a01 *et seq.*, and K.S.A. 14-570 *et seq.*, as amended by Charter Ordinance No. 27-2009, all as amended and supplemented.

**“Bond and Interest Fund”** means the Bond and Interest Fund of the City for its general obligation bonds.

**“Bond Resolution”** means the resolution to be adopted by the Governing Body prescribing the terms and details of the Bonds and making covenants with respect thereto.

**“Bonds”** means the City's General Obligation Bonds, Series 2024-1, dated May 2, 2024, authorized by this Ordinance.

**“City”** means the City of Valley Center, Kansas.

**“Clerk”** means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk.

**“Governing Body”** means the City Council of the City.

**“Mayor”** means the duly elected and acting Mayor of the City or, in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

**“Ordinance”** means this Ordinance authorizing the issuance of the Bonds.

**“Refunded Notes”** means collectively: (a) a portion of the Series 2022-1 Notes in the aggregate principal amount of \$5,000,000; and (b) a portion of the Series 2023-1 Notes in the aggregate principal amount of \$1,000,000.

**“Series 2022-1 Notes”** means the City's General Obligation Temporary Notes, Series 2022-1, dated June 23, 2022.

**“Series 2023-1 Notes”** means the City's General Obligation Temporary Notes, Series 2023-1, dated September 20, 2023.

**“State”** means the State of Kansas.

**“Substitute Improvements”** means the substitute or additional improvements of the City authorized in the manner set forth in the Bond Resolution.

**Section 2. Authorization of the Bonds.** There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 2024-1, of the City in the principal amount of \$5,635,000, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) pay costs of issuance of the Bonds; and (c) retire the Refunded Notes.

**Section 3. Security for the Bonds.** The Bonds shall be general obligations of the City payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible

property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

**Section 4. Terms, Details and Conditions of the Bonds.** The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the Governing Body.

**Section 5. Levy and Collection of Annual Tax.** The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the City in the manner provided by law.

The taxes and/or assessments above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the paying agent for the Bonds. The proceeds derived from said taxes and/or assessments shall be deposited in the Bond and Interest Fund.

If at any time said taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds when due, the City Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes and/or assessments are collected.

**Section 6. Further Authority.** The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 7. Governing Law.** This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 8. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the Governing Body, approval by the Mayor and publication of the Ordinance or a summary thereof in the official City newspaper.

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**PASSED** by the City Council on April 16, 2024 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

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Mayor

ATTEST:

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Clerk

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

**G. ORDINANCE 1405-24; AUTHORIZING THE ISSUANCE OF G.O. BONDS SERIES 2024-1:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**1<sup>st</sup> motion:**

**Staff recommend motion to accept bid from TD Securities and authorize Mayor and City Clerk to execute the bid form selling the bonds.**

**And**

**2<sup>nd</sup> motion:**

**Staff recommends motion to waiver first reading of Ordinance 1405-24.**

**And**

**3<sup>rd</sup> motion:**

**Staff recommends motion authorizing the issuance of General Obligation Bonds, Series 2024-1 providing for the levy and collection of annual tax to pay principal and interest.**

**NEW BUSINESS**

**H. RESOLUTION 755-24; AUTHORIZING THE SALE AND DELIVERY  
OF GENERAL OBLIGATION BONDS, SERIES 2024-1:**

Following approval of Ordinance 1405-24, Council will need to approve Resolution 755-24 which prescribes the form and details of and authorizes and directs the sale and delivery of G.O. Bonds, Series 2024-1.

- Resolution 755-24

Gilmore & Bell, P.C.  
04/16/2024

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**RESOLUTION NO. 755-24**

**OF**

**THE CITY OF VALLEY CENTER, KANSAS**

**ADOPTED**

**APRIL 16, 2024**

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**GENERAL OBLIGATION BONDS  
SERIES 2024-1**

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## RESOLUTION NO. 755-24

**A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2024-1, OF THE CITY OF VALLEY CENTER, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 1405-24 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

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**WHEREAS**, the Issuer has heretofore passed the Ordinance authorizing the issuance of the Bonds;  
and

**WHEREAS**, the Ordinance authorized the City Council of the Issuer (the “Governing Body”) to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds; and

**WHEREAS**, the Governing Body hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds in the principal amount of \$5,635,000 to pay a portion of the costs of the Improvements.

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

### ARTICLE I

#### DEFINITIONS

**Section 101. Definitions of Words and Terms.** In addition to words and terms defined elsewhere herein, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“**Act**” means the Constitution and statutes of the State, including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, K.S.A. 12-6a01 *et seq.*, and K.S.A. 14-570 *et seq.*, as amended by Charter Ordinance No. 27-2009, all as amended and supplemented.

“**AGM**” means Assured Guaranty Municipal Corp., a New York domiciled financial guaranty insurance company, or any successor thereto.

“**Authorized Denomination**” means \$5,000 or any integral multiples thereof.

“**Beneficial Owner**” of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

“**Bond and Interest Fund**” means the Bond and Interest Fund of the Issuer for its general obligation bonds.



**“Bond Counsel”** means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

**“Bond Insurance Policy”** means the municipal bond insurance policy issued by the Bond Insurer concurrently with the delivery of the Bonds guaranteeing the scheduled payment when due of the principal of and interest on the Bonds.

**“Bond Insurer”** means AGM with respect to the Bonds.

**“Bond Payment Date”** means any date on which principal of or interest on any Bond is payable.

**“Bond Register”** means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

**“Bond Registrar”** means the State Treasurer and any successors and assigns.

**“Bond Resolution”** means this resolution relating to the Bonds.

**“Bonds”** or **“Bond”** means the General Obligation Bonds, Series 2024-1, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

**“Business Day”** means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

**“Cede & Co.”** means Cede & Co., as nominee of DTC and any successor nominee of DTC.

**“City”** means the City of Valley Center, Kansas.

**“Clerk”** means the duly appointed and/or elected Clerk or, in the Clerk's absence, the duly appointed Deputy Clerk or Acting Clerk of the Issuer.

**“Code”** means the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder by the United States Department of the Treasury.

**“Compliance Account”** means the Compliance Account created pursuant to *Section 501* hereof.

**“Consulting Engineer”** means an independent engineer or engineering firm, or architect or architectural firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by this Bond Resolution.

**“Costs of Issuance”** means all costs of issuing the Bonds, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

**“Costs of Issuance Account”** means the Costs of Issuance Account for General Obligation Bonds, Series 2024-1 created pursuant to *Section 501* hereof.

**“Dated Date”** means May 2, 2024.

**“Debt Service Account”** means the Debt Service Account for General Obligation Bonds, Series 2024-1 created within the Bond and Interest Fund pursuant to **Section 501** hereof.

**“Debt Service Requirements”** means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

**“Defaulted Interest”** means interest on any Bond which is payable but not paid on any Interest Payment Date.

**“Defeasance Obligations”** means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) evidences of ownership of proportionate interests in future interest and principal payments on United States Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying United States Government Obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated; or

(c) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

**“Derivative”** means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

**“Disclosure Undertaking”** means the Continuing Disclosure Undertaking, dated as of the Dated Date, relating to certain obligations contained in the SEC Rule.

**“DTC”** means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

**“DTC Representation Letter”** means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

**“Event of Default”** means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Undertaking) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding.

**“Federal Tax Certificate”** means the Issuer's Federal Tax Certificate, dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

**“Financeable Costs”** means the amount of expenditure for an Improvement which has been duly authorized by action of the Governing Body to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

**“Fiscal Year”** means the twelve month period ending on December 31.

**“Funds and Accounts”** means funds and accounts created pursuant to or referred to in *Section 501* hereof.

**“Governing Body”** means the City Council of the Issuer.

**“Improvement Fund”** means the Improvement Fund for General Obligation Bonds, Series 2024-1 created pursuant to *Section 501* hereof.

**“Improvements”** means the improvements referred to in the preamble to the Ordinance and any Substitute Improvements.

**“Independent Accountant”** means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Bond Resolution.

**“Insurer’s Fiscal Agent”** means the agent designated by the Bond Insurer pursuant to the Bond Insurance Policy.

**“Interest Payment Date(s)”** means the Stated Maturity of an installment of interest on any Bond which shall be June 1 and December 1 of each year, commencing June 1, 2025.

**“Issue Date”** means the date when the Issuer delivers the Bonds to the Purchaser in exchange for the Purchase Price.

**“Issuer”** means the City and any successors or assigns.

**“Maturity”** when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

**“Mayor”** means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

**“Moody's”** means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody's” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer with notice to the Bond Insurer.

**“Notice Address”** means with respect to the following entities:

(a) To the Issuer at:

City Hall  
121 S. Meridian, P.O. Box 188  
Valley Center, Kansas 67147-0188  
Fax: (316) 755-7319

(b) To the Paying Agent at:

State Treasurer of the State of Kansas  
Landon Office Building  
900 Southwest Jackson, Suite 201  
Topeka, Kansas 66612-1235  
Fax: (785) 296-6976

(c) To the Purchaser:

TD Securities (USA) LLC  
1 Vanderbilt Avenue  
New York, New York 10017

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk  
7 World Trade Center  
250 Greenwich Street, 23rd Floor  
New York, New York 10007

S&P Global Ratings, a division of S&P Global Inc.  
55 Water Street, 38th Floor  
New York, New York 10004

(e) To the Bond Insurer:

Assured Guaranty Municipal Corp.  
31 West 52nd Street  
New York, New York 10019  
Telephone: (212) 826-0100; Fax: (212) 339-3529

or such other address as is furnished in writing to the other parties referenced herein.

**“Notice Representative”** means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Bond Registrar and Paying Agent, the Director of Fiscal Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.
- (e) With respect to the Bond Insurer, Attn: Managing Director – Surveillance – Re: Policy No. [ ].

**“Official Statement”** means Issuer’s Official Statement relating to the Bonds.

**“Ordinance”** means Ordinance No. 1405-24 of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

**“Outstanding”** means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of *Article VII* hereof;

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder; and

(d) Bonds, the principal or interest of which has been paid by the Bond Insurer.

**“Owner”** when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

**“Participants”** means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

**“Paying Agent”** means the State Treasurer and any successors and assigns.

**“Permitted Investments”** shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f); or (m) other investment obligations authorized by the laws of the State and approved in writing by the Bond Insurer, all as may be further restricted or modified by amendments to applicable State law.

**“Person”** means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

**“Purchase Price”** means the principal amount of the Bonds plus accrued interest to the date of delivery, plus a bid premium of \$275,970.95.

**“Purchaser”** means TD Securities (USA) LLC, New York, New York, the original purchaser of the Bonds, and any successor and assigns.

**“Rating Agency”** means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

**“Rebate Fund”** means the Rebate Fund for General Obligation Bonds, Series 2024-1 created pursuant to *Section 501* hereof.

**“Record Dates”** for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

**“Redemption Date”** means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

**“Redemption Price”** means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Bond Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

**“Refunded Notes”** means collectively: (a) a portion of the Series 2022-1 Notes in the aggregate principal amount of \$5,000,000; and (b) a portion of the Series 2023-1 Notes in the aggregate principal amount of \$1,000,000.

**“Refunded Notes Paying Agent”** means the respective paying agent for each series of the Refunded Notes as designated in the respective Refunded Notes Resolution, and any successor or successors at the time acting as paying agent for any of the Refunded Notes.

**“Refunded Notes Redemption Date”** means collectively May 3, 2024 for the Series 2022-1 Notes, and June 1, 2024 for the Series 2023-1 Notes.

**“Refunded Notes Resolution”** means each resolution which authorized the Refunded Notes.

**“Replacement Bonds”** means Bonds issued to the Beneficial Owners of the Bonds in accordance with *Section 213* hereof.

**“SEC Rule”** means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

**“Securities Depository”** means, initially, DTC, and its successors and assigns.

**“Series 2022-1 Notes”** means the Issuer's General Obligation Temporary Notes, Series 2022-1, dated June 23, 2022.

**“Series 2023-1 Notes”** means the Issuer's General Obligation Temporary Notes, Series 2023-1, dated September 20, 2023.

**“Special Record Date”** means the date fixed by the Paying Agent pursuant to *Article II* hereof for the payment of Defaulted Interest.

**“Standard & Poor's” or “S&P”** means S&P Global Ratings, a division of S&P Global Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer with notice to the Bond Insurer.

**“State”** means the state of Kansas.

**“State Treasurer”** means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

**“Stated Maturity”** when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

**“Substitute Improvements”** means the substitute or additional improvements of the Issuer described in *Article V* hereof.

**“Treasurer”** means the duly appointed and/or elected Treasurer of the Issuer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

**“United States Government Obligations”** means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

## ARTICLE II

### AUTHORIZATION AND DETAILS OF THE BONDS

**Section 201. Authorization of the Bonds.** The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$5,635,000, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) pay Costs of Issuance; and (c) retire the Refunded Notes.

**Section 202. Description of the Bonds.** The Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in *Article III* hereof, and shall bear interest at the rates per annum as follows:

<b>Stated Maturity</b>	<b>Principal</b>	<b>Annual Rate</b>	<b>Stated Maturity</b>	<b>Principal</b>	<b>Annual Rate</b>
<b><u>December 1</u></b>	<b><u>Amount</u></b>	<b><u>of Interest</u></b>	<b><u>December 1</u></b>	<b><u>Amount</u></b>	<b><u>of Interest</u></b>
2025	\$ 40,000	5.000%	2035	\$290,000	5.000%
2026	185,000	5.000%	2036	300,000	5.000%
2027	200,000	5.000%	2037	320,000	5.000%
2028	205,000	5.000%	2038	330,000	5.000%
2029	215,000	5.000%	2039	345,000	4.000%
2030	225,000	5.000%	2040	365,000	4.000%
2031	235,000	5.000%	2041	375,000	4.000%
2032	255,000	5.000%	2042	390,000	4.000%
2033	260,000	5.000%	2043	410,000	4.000%
2034	270,000	5.000%	2044	420,000	4.125%



The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in **Section 204** hereof.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as **EXHIBIT A** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

**Section 203. Designation of Paying Agent and Bond Registrar.** The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Bonds.

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Bond Registrar, and shall appoint a successor Paying Agent at the request of the Bond Insurer, by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor acceptable to the Bond Insurer has been appointed and has accepted the duties of Paying Agent or Bond Registrar. Each successor Paying Agent shall be approved in writing by the Bond Insurer before the appointment of such successor Paying Agent shall become effective.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

**Section 204. Method and Place of Payment of the Bonds.** The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record

Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the Issuer.

**Section 205. Payments Due on Saturdays, Sundays and Holidays.** In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

**Section 206. Registration, Transfer and Exchange of Bonds.** The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Article III** hereof and during the period of 15 days next preceding the date of mailing of

such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this *Article II*.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Bond Insurer or the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

**Section 207. Execution, Registration, Authentication and Delivery of Bonds.** Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual, electronic or facsimile signature of the Mayor, attested by the manual, electronic or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual, electronic or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual, electronic or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as *EXHIBIT A* hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

**Section 208. Mutilated, Lost, Stolen or Destroyed Bonds.** If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and,

upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

**Section 209. Cancellation and Destruction of Bonds Upon Payment.** All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

**Section 210. Book-Entry Bonds; Securities Depository.** The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the

case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

**Section 211. Nonpresentment of Bonds.** If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

**Section 212. Preliminary and Final Official Statement.** The Preliminary Official Statement dated March 18, 2024, is hereby ratified and approved. The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and Clerk are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 213. Sale of the Bonds.** The sale of the Bonds to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Bonds shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Bond Resolution), upon payment of the Purchase Price.

## ARTICLE III

### REDEMPTION OF BONDS

#### **Section 301. Redemption by Issuer.**

***Optional Redemption.*** At the option of the Issuer, Bonds maturing on December 1 in the years 2032, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on December 1, 2031, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

**Section 302. Selection of Bonds to be Redeemed.** Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

**Section 303. Notice and Effect of Call for Redemption.** In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption.

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar, the Bond Insurer and the Purchaser. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Bond Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any

portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

## ARTICLE IV

### SECURITY FOR BONDS

**Section 401. Security for the Bonds.** The Bonds shall be general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

**Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account.** The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes and/or assessments referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.



If at any time said taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

## ARTICLE V

### ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS AND OTHER MONEYS

**Section 501. Creation of Funds and Accounts.** Simultaneously with the issuance of the Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

- (a) Improvement Fund for General Obligation Bonds, Series 2024-1.
- (b) Debt Service Account for General Obligation Bonds, Series 2024-1 (within the Bond and Interest Fund).
- (c) Rebate Fund for General Obligation Bonds, Series 2024-1.
- (d) Costs of Issuance Account for General Obligation Bonds, Series 2024-1.
- (e) Compliance Account.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Bond Resolution so long as the Bonds are Outstanding.

**Section 502. Deposit of Bond Proceeds and Other Moneys.** The net proceeds received from the sale of the Bonds and certain other funds shall be deposited simultaneously with the delivery of the Bonds as follows:

- (a) Excess proceeds, if any, received from the sale of the Bonds shall be deposited in the Debt Service Account.
- (b) An amount necessary to pay the Costs of Issuance shall be deposited in the Costs of Issuance Account.
- (c) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Improvement Fund.
- (d) In addition to proceeds of the Bonds, the Issuer will deposit into the Improvement Fund unexpended proceeds of the Refunded Notes and available funds of the Issuer.

**Section 503. Application of Moneys in the Improvement Fund; Redemption of Refunded Notes.** Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the Governing Body and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the Governing Body; (b) paying Costs of Issuance; (c) retiring the Refunded Notes; and (d) transferring any amounts to the Rebate Fund required by this *Article V*.

Withdrawals from the Improvement Fund shall be made only when authorized by the Governing Body. Each authorization for costs of the Improvements shall be supported by a certificate executed by the Clerk stating that such payment is being made for a purpose within the scope of this Bond Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Consulting Engineer stating that such payment is being made for a purpose within the scope of this Bond Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

The Refunded Notes issued to temporarily finance the costs of the Improvements pending the issuance of the Bonds are hereby called for redemption and payment. The Clerk is authorized and instructed to provide appropriate notice of redemption in accordance with the Refunded Notes Resolution authorizing the issuance of such Refunded Notes.

#### **Section 504. Substitution of Improvements; Reallocation of Proceeds.**

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Bonds provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the Governing Body in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the Governing Body pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution or ordinance to the transcript of proceedings for the Bonds to include the Substitute Improvements; and (4) the use of the proceeds of the Bonds to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law.

(b) The Issuer may reallocate expenditure of Bond proceeds among all Improvements financed by the Bonds; provided the following conditions are met: (1) the reallocation is approved by the Governing Body; (2) the reallocation shall not cause the proceeds of the Bonds allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Bonds under State or federal law.

**Section 505. Application of Moneys in Debt Service Account.** All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

**Section 506. Application of Moneys in the Rebate Fund.**

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Federal Tax Certificate), for payment to the United States of America, and neither the Issuer nor the Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The Issuer shall periodically determine the arbitrage rebate, if any, under Code § 148(f) in accordance with the Federal Tax Certificate, and the Issuer shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Bond and Interest Fund.

(c) Notwithstanding any other provision of this Bond Resolution, including in particular *Article VII* hereof, the obligation to pay arbitrage rebate to the United States of America and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Bonds.

**Section 507. Deposits and Investment of Moneys.** Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this Bond Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account.

**Section 508. Application of Moneys in the Costs of Issuance Account.** Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Bonds, shall be transferred to the Improvement Fund until completion of the Improvements and thereafter to the Compliance Account or Debt Service Account.

**Section 509. Application of Moneys in the Compliance Account.** Moneys in the Compliance Account shall be used by the Issuer to pay fees and expenses relating to compliance with federal arbitrage law and state or federal securities laws. Any funds remaining in the Compliance Account on the sixth anniversary of the Issue Date shall be transferred to the Debt Service Account.

## ARTICLE VI

### DEFAULT AND REMEDIES

**Section 601. Remedies.** The provisions of the Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

**Section 602. Limitation on Rights of Owners.** The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

**Section 603. Remedies Cumulative.** No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

**Section 604. Control of Remedies Upon an Event of Default and Event of Insolvency.** Notwithstanding anything herein to the contrary, upon the occurrence and continuance of an Event of

Default, the Bond Insurer, provided the Bond Insurance Policy is in full force and effect and the Bond Insurer shall not be in default thereunder, shall be entitled to control and direct the enforcement of all rights and remedies granted to the Owners under this Bond Resolution. Any reorganization or liquidation plan with respect to the Issuer must be acceptable to the Bond Insurer. In the event of any reorganization or liquidation, the Bond Insurer shall have the right to vote on behalf of all Owners who hold the Bonds insured by the Bond Insurer absent a default by the Bond Insurer under the applicable Bond Insurance Policy insuring such Bonds.

## ARTICLE VII

### DEFEASANCE

**Section 701. Defeasance.** When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with **Article III** hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution. The Issuer shall notify the Bond Insurer of any defeasance under this Section.

Notwithstanding anything in this Bond Resolution to the contrary, in the event that the principal and/or interest due on the Bonds shall be paid by the Bond Insurer pursuant to the Bond Insurance Policy, the Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer and the covenants, agreements and other obligations of the Issuer to the Owners shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such Owners.

## ARTICLE VIII

### TAX COVENANTS

**Section 801. General Covenants.** The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

**Section 802. Survival of Covenants.** The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to *Article VII* hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

## ARTICLE IX

### PROVISIONS RELATING TO THE BOND INSURANCE POLICY

**Section 901. Payment Procedure Pursuant to Bond Insurance Policy.** As long as the Bond Insurance Policy shall be in full force and effect, the Issuer and the Paying Agent agree to comply with the following provisions:

(a) If, on the Business Day prior to the related Stated Maturity there is not on deposit with the Paying Agent, after making all transfers and deposits required under the Bond Resolution, moneys sufficient to pay the principal of and interest on the Bonds due on such Stated Maturity, the Paying Agent shall give notice to the Bond Insurer and to the Insurer's Fiscal Agent by telephone or telecopy of the amount of such deficiency by 1:00 p.m., New York City time, on such Business Day. If, on the related Stated Maturity, there continues to be a deficiency in the amount available to pay the principal of and interest on the Bonds due on such Stated Maturity, the Paying Agent shall make a claim under the Bond Insurance Policy and give notice to the Bond Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Bonds and the amount required to pay principal on the Bonds, confirmed in writing to the Bond Insurer and the Insurer's Fiscal Agent by 1:00 p.m., New York City time, on such Stated Maturity by filling in the form of Notice of Claim and Certificate delivered with the Bond Insurance Policy.

(b) In the event the claim to be made is for a mandatory sinking fund redemption installment, upon receipt of the moneys due, the Paying Agent shall authenticate and deliver to affected Owners who surrender their Bonds a new Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered. The Paying Agent shall designate any portion of payment of principal on Bonds paid by the Bond Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Bonds registered to the then current Owner, whether DTC or its nominee or otherwise, and shall issue a replacement Bond to the Bond Insurer, registered in the name of the Bond Insurer, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Paying Agent's failure to so

designate any payment or issue any replacement Bond shall have no effect on the amount of principal or interest payable by the Issuer on any Bond or the subrogation rights of the Bond Insurer.

The Paying Agent shall keep a complete and accurate record of all funds deposited by the Bond Insurer into the Policy Payments Account (as hereinafter defined) and the allocation of such funds to payment of interest on and principal paid in respect of any Bond. The Bond Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Paying Agent.

Upon payment of a claim under the Bond Insurance Policy the Paying Agent shall establish a separate special purpose trust account for the benefit of Owners referred to herein as the "Policy Payments Account" and over which the Paying Agent shall have exclusive control and sole right of withdrawal. The Paying Agent shall receive any amount paid under the Bond Insurance Policy in trust on behalf of Owners and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Paying Agent to Owners in the same manner as principal and interest payments are to be made with respect to the Bonds under the sections hereof regarding payment of Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments.

Funds held in the Policy Payments Account shall not be invested by the Paying Agent and may not be applied to satisfy any costs, expenses or liabilities of the Paying Agent.

Any funds remaining in the Policy Payments Account following a Stated Maturity date shall promptly be remitted to the Bond Insurer.

(c) The Bond Insurer shall, to the extent it makes any payment of principal of or interest on the Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Bond Insurance Policy.

(d) The Issuer agrees to pay or reimburse the Bond Insurer any and all charges, fees, costs and expenses which the Bond Insurer may reasonably pay or incur in connection with (1) the administration, enforcement, defense or preservation of any rights or security in respect of the Bond Resolution, (2) the pursuit of any remedies under the Bond Resolution or otherwise afforded by law or equity, (3) any amendment, waiver or other action with respect to, or related to, the Bond Resolution whether or not executed or completed, (4) the violation by the Issuer of any law, rule or regulation, or any judgment, order or decree applicable to it or (5) any litigation or other dispute in connection with the Bond Resolution or the transactions contemplated thereby, other than amounts resulting from the failure of the Bond Insurer to honor its obligations under the Bond Insurance Policy. The Bond Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Bond Resolution.

(e) Payments required to be made to the Bond Insurer shall be payable solely from the taxes levied pursuant to *Article IV* hereof and shall be paid (1) prior to an Event of Default, to the extent not paid from the Debt Service Account, and (2) after an Event of Default, with respect to amounts other than principal and interest on the Bonds, on the same priority as payments to the Paying Agent for expenses. The obligations to the Bond Insurer shall survive discharge or termination of the Bond Resolution.

(f) The Bond Insurer shall be entitled to pay principal or interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Bond Insurance Policy) and any amounts due on the Bonds as a result of acceleration of the maturity thereof in accordance with this Bond Resolution, whether or not the Bond Insurer has received a Notice (as defined in the Bond Insurance Policy) of Nonpayment or a claim upon the Bond Insurance Policy.

**Section 902. Consent of the Bond Insurer.** Any provision of this Bond Resolution expressly recognizing or granting rights in or to the Bond Insurer may not be amended in any manner which affects the rights of the Bond Insurer hereunder without the prior written consent of the Bond Insurer.

The Bond Insurer's consent shall be required in addition to Owner consent, when required, for the execution and delivery of any supplemental resolution, or any amendment, supplement or change to or modification of other documents relating to the security for the Bonds; removal or substitution of the Paying Agent; or approval of any action or document requiring approval of the Owners.

The Bond Insurer shall be deemed to be the sole Owner of the Bonds insured by it for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the Owners of the Bonds insured by it are entitled to take pursuant to this Bond Resolution.

**Section 903. Notices to the Bond Insurer.**

(a) While the Bond Insurance Policy is in effect, the Issuer shall, in addition to the other notice requirements contained in this Bond Resolution, furnish to the Bond Insurer:

(1) As soon as practicable after the filing thereof, a copy of any financial statement, audit and/or annual report of the Issuer;

(2) A copy of any notice to be given to the Owners, including, without limitation, notice of any redemption of or defeasance of Bonds, and any certificate rendered pursuant to this Bond Resolution relating to the security for the Bonds;

(3) Notice of an Event of Default within five business days after the occurrence of such event; and

(4) such additional information as the Bond Insurer may reasonably request.

(b) The Issuer shall notify the Bond Insurer of any failure of the Issuer to provide relevant notices, certificates, etc.

(c) The Issuer will permit the Bond Insurer to discuss the affairs, finances and accounts of the Issuer or any information the Bond Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the Issuer. The Issuer will permit the Bond Insurer to have access to and to make copies of all books and records relating to the Bonds at any reasonable time.

(d) The Bond Insurer shall have the right to direct an accounting at the Issuer's expense, and the Issuer's failure to comply with such direction within thirty (30) days after receipt of written notice of the direction from the Bond Insurer shall be deemed an Event of Default hereunder; provided, however, that if compliance cannot occur within such period, then such period will be extended so long as compliance is begun within such period and diligently pursued, but only if such extension would not materially adversely affect the interests of any Owner.

(e) Notwithstanding any other provision of this Bond Resolution, the Issuer shall immediately notify the Bond Insurer if at any time there are insufficient moneys to make any payments of principal and/or interest as required and immediately upon the occurrence of any Event of Default hereunder.

(f) In each case in which notice or other communication to the Bond Insurer refers to an Event of Default or with respect to which failure on the part of the Bond Insurer to respond shall be deemed to



constitute consent or acceptance, then a copy of such notice or other communication shall also be sent to the attention of General Counsel and shall be marked to indicate “URGENT MATERIAL ENCLOSED.”

**Section 904. Third Party Beneficiary.** To the extent that this Bond Resolution confers upon or gives or grants to the Bond Insurer any right, remedy, or claim under or by reason of this Bond Resolution, the Bond Insurer is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

**Section 905. Parties Interested Herein.** Nothing in this Bond Resolution, expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Issuer, the Bond Insurer, the Paying Agent and the Owners, any right, remedy or claim under or by reason of this Bond Resolution, or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Bond Resolution contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Paying Agent, the Bond Insurer and the Owners of the Bonds.

**Section 906. Suspension of Bond Insurer's Rights.** Rights of the Bond Insurer to direct or consent to actions granted under this Bond Resolution shall be suspended during any period in which the Bond Insurer is in default in its payment obligations under the Bond Insurance Policy (except to the extent of amounts previously paid by the Bond Insurer and due and owing to the Bond Insurer) and shall be of no force or effect in the event the Bond Insurance Policy is no longer in effect or the Bond Insurer asserts that the Bond Insurance Policy is not in effect or the Bond Insurer shall have provided written notice that it waives such rights.

## ARTICLE X

### CONTINUING DISCLOSURE REQUIREMENTS

**Section 1001. Disclosure Requirements.** The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

**Section 1002. Failure to Comply with Continuing Disclosure Requirements.** In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. The Purchaser or Beneficial Owner shall provide a copy of any such demand or notice to the Bond Insurer. Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

## ARTICLE XI

### MISCELLANEOUS PROVISIONS

**Section 1101. Annual Audit.** Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Bond Insurer. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the Governing Body shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

**Section 1102. Amendments.** The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by ordinance or resolution of the Issuer with the written consent of the Bond Insurer and the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by the Bond Insurer and such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by ordinance or resolution duly adopted by the Governing Body at any time in any legal respect with the written consent of the Bond Insurer and the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Bonds among Improvements, to provide for Substitute Improvements, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners. Copies of any amendments shall be provided to each Rating Agency at least 10 days prior to the effective date thereof.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Bond Insurer and the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the Governing Body amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental ordinance or resolution, if any, and a certified copy of this

Bond Resolution shall always be kept on file in the office of the Clerk, shall be delivered to the Bond Insurer and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the ordinance or resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Bond Insurer and the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

**Section 1103. Notices, Consents and Other Instruments by Owners.** Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

**Section 1104. Notices.** Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent and the Bond Insurer. The Issuer, the Paying Agent, the Bond Insurer and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason,

it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

**Section 1105. Electronic Transactions.** The transactions described in this Bond Resolution may be conducted, and documents related to the Bonds may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 1106. Further Authority.** The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 1107. Severability.** If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

**Section 1108. Governing Law.** This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 1109. Effective Date.** This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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**ADOPTED** by the City Council on April 16, 2024.

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the Governing Body on April 16, 2024, as the same appears of record in my office.

DATED: April 16, 2024.

\_\_\_\_\_  
Clerk

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**EXHIBIT A**  
**(FORM OF BONDS)**

**REGISTERED  
NUMBER** \_\_

**REGISTERED  
\$**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF SEDGWICK  
CITY OF VALLEY CENTER  
GENERAL OBLIGATION BOND  
SERIES 2024-1**

<b>Interest</b>	<b>Maturity</b>	<b>Dated</b>	<b>CUSIP:</b>
<b>Rate:</b> ____%	<b>Date:</b> December 1, 20__	<b>Date:</b> May 2, 2024	

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**KNOW ALL PERSONS BY THESE PRESENTS:** That the City of Valley Center, in the County of Sedgwick, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to the Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 of each year, commencing June 1, 2025 (the "Interest Payment Dates"), until the Principal Amount has been paid.

**Method and Place of Payment.** The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other

address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

**Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Bond Resolution.

**Authorization of Bonds.** This Bond is one of an authorized series of Bonds of the Issuer designated "General Obligation Bonds, Series 2024-1," aggregating the principal amount of \$5,635,000 (the "Bonds") issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively the "Bond Resolution"). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 12-6a01 *et seq.*, and K.S.A. 14-570 *et seq.*, as amended by Charter Ordinance No. 27-2009, all as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

**General Obligations.** The Bonds constitute general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

**Redemption Prior to Maturity.** The Bonds are subject to redemption prior to maturity as set forth in the Bond Resolution.

**Book-Entry System.** The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments

or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

**Transfer and Exchange.** EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

**Authentication.** This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

**IT IS HEREBY DECLARED AND CERTIFIED** that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation.

**IN WITNESS WHEREOF**, the Issuer has caused this Bond to be executed by the manual, electronic or facsimile signature of its Mayor and attested by the manual, electronic or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

**CITY OF VALLEY CENTER, KANSAS**

(Facsimile Seal)

By: \_\_\_\_\_ (facsimile)  
Mayor

ATTEST:

By: \_\_\_\_\_ (facsimile)  
Clerk



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**CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

This Bond is one of a series of General Obligation Bonds, Series 2024-1, of the City of Valley Center, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: May 2, 2024

Office of the State Treasurer,  
Topeka, Kansas, as Bond Registrar and Paying Agent

By \_\_\_\_\_

Registration Number: 4362-087-050224-\_\_\_\_

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**LEGAL OPINION**

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Bonds:

**GILMORE & BELL, P.C.**

Attorneys at Law  
100 N. Main Suite 800  
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

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**STATEMENT OF INSURANCE**

Assured Guaranty Municipal Corp. (“AGM”), New York, New York, has delivered its municipal bond insurance policy (the “Policy”) with respect to the scheduled payments due of principal of and interest on this Bond to the Treasurer of the State of Kansas, Topeka, Kansas, or its successor, as paying agent for the Bonds (the “Paying Agent”). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Bond Insurance Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Bond Insurance Policy.

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**BOND ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

\_\_\_\_\_  
(Name and Address)

\_\_\_\_\_  
(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of \$\_\_\_\_\_, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint \_\_\_\_\_ as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security or  
Taxpayer Identification No.

\_\_\_\_\_  
Signature (Sign here exactly as name(s)  
appear on the face of Certificate)

Signature guarantee:

By \_\_\_\_\_

**CERTIFICATE OF CLERK**

STATE OF KANSAS            )  
  ) SS.  
COUNTY OF SEDGWICK    )

The undersigned, Clerk of the City of Valley Center, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of May 2, 2024.

WITNESS my hand and official seal.

(Facsimile Seal)

By: \_\_\_\_\_ (facsimile)  
Clerk

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**CERTIFICATE OF STATE TREASURER**

OFFICE OF THE TREASURER, STATE OF KANSAS

STEVEN JOHNSON, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on May 2, 2024.

WITNESS my hand and official seal.

(Facsimile Seal)

By: (facsimile)  
Treasurer of the State of Kansas

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

**H. RESOLUTION 755-24; AUTHORIZING THE SALE AND DELIVERY**  
**OF GENERAL OBLIGATION BONDS, SERIES 2024-1:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommends motion to adopt Resolution 755-24 which prescribes the form and details of and authorizes and directs the sale and delivery of G.O. Bonds, Series 2024-1.**

**CONSENT AGENDA**

- A. APPROPRIATION ORDINANCE – APRIL 16, 2024**
- B. TREASURER’S REPORT–MARCH 2024**
- C. CHECK RECONCILIATION - MARCH 2024**
- D. REVENUE AND EXPENSE REPORT – MARCH 2024**
- E. DELINQUENT ACCOUNT REPORT – JANUARY 2024**
- F. OUTDOOR SPACES BOARD MINUTES – MARCH 7, 2024**
- G. PLANNING AND ZONING BOARD MINUTES – MARCH 26, 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 April 16, 2024, as prepared by City Staff.

#### **April 16, 2024, Appropriation**

<b>Total</b>	<b>\$ 179,865.04</b>
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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	JESSICA GREENLEE							
I-000202403251503	RESTITUTION	R	3/29/2024	100.00		056494		100.00
0061	VALLEY CENTER PUBLIC LIBRARY							
I-202403261513	VALLEY CENTER PUBLIC LIBRARY	R	3/28/2024	12,926.09		056495		12,926.09
0110	LKM - LEAGUE OF KANSAS MUNICIP							
I-202403271527	LKM - LEAGUE OF KANSAS MUNICIP	R	3/28/2024	75.00		056496		75.00
0147	TRAFFIC CONTROL SERVICES, INC.							
I-202403271531	TRAFFIC CONTROL SERVICES, INC.	R	3/28/2024	27,114.68		056497		27,114.68
0150	AT&T MOBILITY							
I-202403251501	AT&T MOBILITY	R	3/28/2024	824.80		056498		824.80
0224	SUMNERONE, INC.							
I-202403271522	SUMNERONE, INC.	R	3/28/2024	199.73		056499		199.73
0254	CITY OF WICHITA							
I-202403261518	CITY OF WICHITA	R	3/28/2024	48,062.51		056500		48,062.51
0299	PITNEY BOWES GLOBAL FINANCIAL							
I-202403261505	PITNEY BOWES GLOBAL FINANCIAL	R	3/28/2024	144.57		056501		144.57
0427	CINTAS CORPORATION NO 2							
I-202403271523	CINTAS CORPORATION NO 2	R	3/28/2024	174.02		056502		174.02
0437	USA BLUEBOOK							
I-202403261516	USA BLUEBOOK	R	3/28/2024	183.42		056503		183.42
0758	MAIN STREET VALLEY CENTER							
I-202403261508	MAIN STREET VALLEY CENTER	R	3/28/2024	10,000.00		056504		10,000.00
0784	MERIDIAN ANALYTICAL LABS, LLC							
I-202403261512	MERIDIAN ANALYTICAL LABS, LLC	R	3/28/2024	1,047.50		056505		1,047.50
0799	ELITE FRANCHISING INC DBA JANI							
I-202403261504	ELITE FRANCHISING INC DBA JANI	R	3/28/2024	1,806.78		056506		1,806.78
0819	PPG ARCHITECTURAL FINISHES							
I-202403261510	PPG ARCHITECTURAL FINISHES	R	3/28/2024	126.00		056507		126.00
0824	GALLS, LLC							
I-202403271528	GALLS, LLC	R	3/28/2024	393.71		056508		393.71

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0898	GREATER WICHITA YMCA							
I-202403261519	GREATER WICHITA YMCA	R	3/28/2024	43.75		056509		43.75
0906	ROYAL PUBLISHING							
I-202403261521	ROYAL PUBLISHING	R	3/28/2024	140.00		056510		140.00
0968	TREETOP PRODUCTS CONSOLIDATED							
I-202403261511	TREETOP PRODUCTS CONSOLIDATED	R	3/28/2024	760.24		056511		760.24
0984	LAFE T WILLIAMS & ASSOCIATES,							
I-202403261509	LAFE T WILLIAMS & ASSOCIATES,	R	3/28/2024	118.00		056512		118.00
0988	FELD FIRE							
I-202403271525	FELD FIRE	R	3/28/2024	2,350.28		056513		2,350.28
1023	VALLEY CENTER MUD DAUBERS							
I-202403261507	VALLEY CENTER MUD DAUBERS	R	3/28/2024	2,200.00		056514		2,200.00
1062	KANSAS ECONOMIC DEVELOPMENT AL							
I-202403261515	KANSAS ECONOMIC DEVELOPMENT AL	R	3/28/2024	330.00		056515		330.00
1071	CONRAD FIRE EQUIPMENT							
I-202403271529	CONRAD FIRE EQUIPMENT	R	3/28/2024	5,029.60		056516		5,029.60
1105	CK POWER							
I-202403251502	CK POWER	R	3/28/2024	4,480.00		056517		4,480.00
1154	ROBINSON AUTO GLASS							
I-202403261506	ROBINSON AUTO GLASS	R	3/28/2024	50.00		056518		50.00
1393	QUADIENT, INC.							
I-202403271526	QUADIENT, INC.	R	3/28/2024	11,386.00		056519		11,386.00
0035	BARRY ARBUCKLE							
I-202404041562	BARRY ARBUCKLE	R	4/05/2024	800.00		056521		800.00
0042	LARRY LINN							
I-202404041558	LARRY LINN	R	4/05/2024	1,700.00		056522		1,700.00
0077	KANSAS OFFICE OF THE TREASURER							
I-202404041552	KANSAS OFFICE OF THE TREASURER	R	4/05/2024	1,804.06		056523		1,804.06
0088	DONDLINGER & SONS CONSTRUCTION							
I-202404031539	DONDLINGER & SONS CONSTRUCTION	R	4/05/2024	6,750.00		056524		6,750.00



VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0153	ARK VALLEY NEWS							
I-202404041551	ARK VALLEY NEWS	R	4/05/2024	188.16		056525		188.16
0156	BEALL & MITCHELL, LLC							
I-202404041560	BEALL & MITCHELL, LLC	R	4/05/2024	1,850.00		056526		1,850.00
0183	KANSAS ONE-CALL SYSTEM, INC							
I-202404041549	KANSAS ONE-CALL SYSTEM, INC	R	4/05/2024	170.40		056527		170.40
0196	P E C (PROFESSIONAL ENGINEERIN							
I-202404041556	P E C (PROFESSIONAL ENGINEERIN	R	4/05/2024	2,142.70		056528		2,142.70
0226	RURAL WATER DISTRICT #2							
I-202404031533	RURAL WATER DISTRICT #2	R	4/05/2024	17.54		056529		17.54
0321	DECKER ELECTRIC							
I-202404031535	DECKER ELECTRIC	R	4/05/2024	2,100.00		056530		2,100.00
0457	CHRISTOPHER MICHAEL LEE DAVIS,							
I-202404041559	CHRISTOPHER MICHAEL LEE DAVIS,	R	4/05/2024	125.00		056531		125.00
0550	BANNON TRUCKING, LLC							
I-202404041550	BANNON TRUCKING, LLC	R	4/05/2024	1,061.29		056532		1,061.29
0601	JOY K. WILLIAMS, ATTORNEY AT L							
I-202404041561	JOY K. WILLIAMS, ATTORNEY AT L	R	4/05/2024	1,350.00		056533		1,350.00
0656	DRAGONFLY LAWN & TREE CARE LLC							
I-202404031538	DRAGONFLY LAWN & TREE CARE LLC	R	4/05/2024	2,236.00		056534		2,236.00
0682	LEXIPOL LLC							
I-202404031534	LEXIPOL LLC	R	4/05/2024	2,281.44		056535		2,281.44
0815	KONICA MINOLTA BUSINESS SOLUTI							
I-202404031543	KONICA MINOLTA BUSINESS SOLUTI	R	4/05/2024	136.85		056536		136.85
0824	GALLS, LLC							
I-202404041554	GALLS, LLC	R	4/05/2024	205.23		056537		205.23
1004	IMAGINE IT, INC.							
I-202404041557	IMAGINE IT, INC.	R	4/05/2024	3,971.72		056538		3,971.72
1081	HERITAGE FIRE SPRINKLER							
I-202404031542	HERITAGE FIRE SPRINKLER	R	4/05/2024	195.00		056539		195.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1082	T-MOBILE							
I-202404031541	T-MOBILE	R	4/05/2024	105.00		056540		105.00
1138	PRAIRIELAND PARTNERS LLC							
I-202404041553	PRAIRIELAND PARTNERS LLC	R	4/05/2024	1,910.99		056541		1,910.99
1162	CUT RATES LAWN CARE LLC							
I-202404031540	CUT RATES LAWN CARE LLC	R	4/05/2024	580.00		056542		580.00
1234	FLEET FUELS LLC							
I-202404031537	FLEET FUELS LLC	R	4/05/2024	1,230.08		056543		1,230.08
1268	SARGENT DRILLING							
I-202404031536	SARGENT DRILLING	R	4/05/2024	15,690.40		056544		15,690.40
1391	ARC PHYSUCAL THERAPY PLUS LP							
I-202404031532	ARC PHYSUCAL THERAPY PLUS LP	R	4/05/2024	35.00		056545		35.00
1394	IDEATEK TELECOM, LLC.							
I-202404041555	IDEATEK TELECOM, LLC.	R	4/05/2024	75.00		056546		75.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	52	178,778.54	0.00	178,778.54
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 02 BANK: APBK TOTALS:	52	178,778.54	0.00	178,778.54

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0111	NICHOLAS BANNING							
I-202403271524	NICHOLAS BANNING	R	3/29/2024	88.50		056520		88.50
0100	CEARA HAY							
I-202404031547	CEARA HAY	R	4/05/2024	304.50		056547		304.50
0105	GLEN DAVIDSON							
I-202404031546	GLEN DAVIDSON	R	4/05/2024	304.50		056548		304.50
0147	LUKE BENDER							
I-202404031544	LUKE BENDER	R	4/05/2024	244.50		056549		244.50
0153	KALEB HARDEN							
I-202404031545	KALEB HARDEN	R	4/05/2024	244.50		056550		244.50

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	5	1,186.50	0.00	1,186.50
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 03 BANK: APBK TOTALS:	5	1,186.50	0.00	1,186.50
BANK: APBK TOTALS:	57	179,965.04	0.00	179,965.04
REPORT TOTALS:	57	179,965.04	0.00	179,965.04

SELECTION CRITERIA

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

CHECK RANGE: 056494 THRU 056550  
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  
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**CONSENT AGENDA**

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

MTD TREASURERS REPORT							
AS OF: MARCH 31ST, 2024							
FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	M-T-D EXPENSES	CASH BASIS BALANCE	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
010-GENERAL FUND	2,215,832.22	408,867.32	332,980.29	2,291,719.25	0.00	1,322.61	2,293,041.86
020-SPECIAL PARKS AND REC	39,695.38	116.11	0.00	39,811.49	0.00	0.00	39,811.49
030-SPECIAL ALCOHOL AND DRUGS	10,679.26	18.33	43.99	10,653.60	0.00	0.00	10,653.60
040-POOL/REC SALES TAX	13,207,459.23	56,000.06	1,454,367.24	11,809,092.05	0.00	0.00	11,809,092.05
050-TIF FUND	2,622,346.35	11,234.86	0.00	2,633,581.21	0.00	0.00	2,633,581.21
110-EMPLOYEE BENEFITS	676,916.94	56,313.74	64,624.31	668,606.37	0.00	0.00	668,606.37
126-BUILDING EQUIP RESERVE	66,076.03	232.23	0.00	66,308.26	0.00	0.00	66,308.26
127-EQUIPMENT RESERVE	406,985.48	1,356.70	16,415.60	391,926.58	0.00	0.00	391,926.58
130-FLEET MANAGEMENT FUND	172,801.03	458.35	0.00	173,259.38	0.00	0.00	173,259.38
140-LIBRARY	857.91	12,926.09	12,926.09	857.91	0.00	0.00	857.91
150-SPECIAL HIGHWAY	768,756.72	23,779.47	36,881.69	755,654.50	0.00	193.10	755,847.60
160-EMERGENCY EQUIPMENT	156,804.64	4,067.86	28,231.74	132,640.76	0.00	0.00	132,640.76
161-PUBLIC SAFETY TRAINING	7,472.66	185.00	0.00	7,657.66	0.00	0.00	7,657.66
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	3,491.42	0.00	0.00	3,491.42	0.00	0.00	3,491.42
260-LAW ENFORCE BLOCK GRANT	0.15	0.00	0.00	0.15	0.00	0.00	0.15
280-ADSAP	1,071.19	0.00	0.00	1,071.19	0.00	0.00	1,071.19
350-CAPITAL PROJECTS FUND	1,760,939.53	5,769.04	60,154.04	1,706,554.53	0.00	0.00	1,706,554.53
410-BOND & INTEREST	1,925,271.40	59,141.33	0.00	1,984,412.73	0.00	0.00	1,984,412.73
420-LAND BANK RESERVE	82,419.57	293.34	0.00	82,712.91	0.00	0.00	82,712.91
510-GIFTS AND GRANTS	6,314.95	24.45	0.00	6,339.40	0.00	0.00	6,339.40
520-STATE/FEDERAL GRANT MNGMT	419,243.36	2,609.51	0.00	421,852.87	0.00	0.00	421,852.87
610-WATER OPERATING	3,156,332.37	175,065.25	133,649.16	3,197,748.46 (	13,274.78)	201.13	3,211,224.37
612-STORMWATER UTILITY FUND	366,709.80	28,683.92	1,124.81	394,268.91 (	46.69)	0.00	394,315.60
613-SOLID WASTE UTILITY	115,170.23	51,116.79	46,411.36	119,875.66 (	1,084.93)	0.00	120,960.59
619-WATER SURPLUS RESERVE	552,750.18	2,389.51	0.00	555,139.69	0.00	0.00	555,139.69
620-SEWER OPERATING	1,463,397.07	125,285.03	54,300.83	1,534,381.27 (	2,019.37) (	123.89)	1,536,276.75
628-SEWER SURPLUS RESERVE	232,661.41	843.34	0.00	233,504.75	0.00	0.00	233,504.75
GRAND TOTAL	30,442,329.85	1,026,777.63	2,242,111.15	29,226,996.33 (	16,425.77)	1,592.95	29,245,015.05
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\*\*\* END OF REPORT \*\*\*

**CONSENT AGENDA**

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

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

CHECK DATE: 3 April 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
BANK DRAFT:								
1000-001.000	3/08/2024	BANK-DRAFT	001751	KANSAS DEPT OF REVENUE	5,128.02CR	POSTED	A	3/12/2024
1000-001.000	3/08/2024	BANK-DRAFT	001752	KANSAS PAYMENT CENTER	967.00CR	POSTED	A	3/12/2024
1000-001.000	3/08/2024	BANK-DRAFT	001753	KPERS	26,619.27CR	POSTED	A	3/12/2024
1000-001.000	3/08/2024	BANK-DRAFT	001754	EMPOWER FINANCIAL	2,606.29CR	POSTED	A	3/12/2024
1000-001.000	3/08/2024	BANK-DRAFT	001755	IRS- DEPARTMENT OF THE TREASUR	26,225.84CR	POSTED	A	3/12/2024
1000-001.000	3/08/2024	BANK-DRAFT	001756	MID AMERICAN CREDIT UNION	658.46CR	POSTED	A	3/12/2024
1000-001.000	3/22/2024	BANK-DRAFT	001757	KANSAS DEPT OF REVENUE	4,914.22CR	POSTED	A	3/31/2024
1000-001.000	3/22/2024	BANK-DRAFT	001758	KANSAS PAYMENT CENTER	967.00CR	POSTED	A	3/31/2024
1000-001.000	3/22/2024	BANK-DRAFT	001759	KPERS	24,347.84CR	POSTED	A	3/31/2024
1000-001.000	3/22/2024	BANK-DRAFT	001760	EMPOWER FINANCIAL	2,606.29CR	POSTED	A	3/31/2024
1000-001.000	3/22/2024	BANK-DRAFT	001761	IRS- DEPARTMENT OF THE TREASUR	25,169.16CR	POSTED	A	3/31/2024
1000-001.000	3/22/2024	BANK-DRAFT	001762	MID AMERICAN CREDIT UNION	648.46CR	POSTED	A	3/31/2024
1000-001.000	3/29/2024	BANK-DRAFT	001763	COX COMMUNICATIONS KANSAS LLC	869.11CR	POSTED	A	3/31/2024
1000-001.000	3/29/2024	BANK-DRAFT	001764	KANSAS GAS SERVICE	3,549.98CR	POSTED	A	3/31/2024
1000-001.000	3/29/2024	BANK-DRAFT	001765	EVERGY KANSAS CENTRAL, INC.	18,752.67CR	POSTED	A	3/31/2024
1000-001.000	3/29/2024	BANK-DRAFT	001766	KANSAS DEPT OF REVENUE	996.19CR	POSTED	A	3/31/2024
1000-001.000	3/29/2024	BANK-DRAFT	001767	IRS- DEPARTMENT OF THE TREASUR	72.74CR	POSTED	A	3/31/2024
1000-001.000	3/31/2024	BANK-DRAFT	001774	ALLIED BENEFIT-ATF2	64,211.96CR	POSTED	A	3/31/2024
1000-001.000	3/31/2024	BANK-DRAFT	001775	FLEXIBLE BENEFIT SERVICE CORPO	6,632.20CR	POSTED	A	3/31/2024
CHECK:								
1000-001.000	3/01/2024	CHECK	056349	BARRY ARBUCKLE	800.00CR	POSTED	A	3/12/2024
1000-001.000	3/01/2024	CHECK	056350	LARRY LINN	1,700.00CR	POSTED	A	3/18/2024
1000-001.000	3/01/2024	CHECK	056351	CITY OF WICHITA	5,684.00CR	POSTED	A	3/12/2024
1000-001.000	3/01/2024	CHECK	056352	VALLEY CENTER POSTMASTER	320.00CR	POSTED	A	3/12/2024
1000-001.000	3/01/2024	CHECK	056353	LKM - LEAGUE OF KANSAS MUNICIP	50.00CR	POSTED	A	3/18/2024
1000-001.000	3/01/2024	CHECK	056354	VALLEY PRINT LOGISTICS	1,376.13CR	POSTED	A	3/12/2024
1000-001.000	3/01/2024	CHECK	056355	BEALL & MITCHELL, LLC	1,850.00CR	POSTED	A	3/12/2024
1000-001.000	3/01/2024	CHECK	056356	P E C (PROFESSIONAL ENGINEERIN	4,000.00CR	POSTED	A	3/12/2024
1000-001.000	3/01/2024	CHECK	056357	SUMNERONE, INC.	168.88CR	OUTSTND	A	0/00/0000
1000-001.000	3/01/2024	CHECK	056358	CITY OF WICHITA	53,844.55CR	POSTED	A	3/12/2024
1000-001.000	3/01/2024	CHECK	056359	CHRISTOPHER MICHAEL LEE DAVIS,	125.00CR	POSTED	A	3/12/2024
1000-001.000	3/01/2024	CHECK	056360	BANNON TRUCKING, LLC	864.05CR	POSTED	A	3/12/2024
1000-001.000	3/01/2024	CHECK	056361	JOY K. WILLIAMS, ATTORNEY AT L	1,350.00CR	POSTED	A	3/12/2024
1000-001.000	3/01/2024	CHECK	056362	GALLS, LLC	286.59CR	POSTED	A	3/12/2024
1000-001.000	3/01/2024	CHECK	056363	KANSASLAND TIRE	511.27CR	POSTED	A	3/12/2024
1000-001.000	3/01/2024	CHECK	056364	SHIRE GRAPHICS	1,117.06CR	POSTED	A	3/12/2024
1000-001.000	3/01/2024	CHECK	056365	GREATER WICHITA YMCA	43.75CR	POSTED	A	3/31/2024
1000-001.000	3/01/2024	CHECK	056366	T-MOBILE	105.00CR	POSTED	A	3/12/2024
1000-001.000	3/01/2024	CHECK	056367	KANSAS PAVING	787.75CR	CLEARED	A	4/11/2024
1000-001.000	3/01/2024	CHECK	056368	HEARTLAND EXPRESSIONS & CRAFTS	1,178.00CR	POSTED	A	3/12/2024
1000-001.000	3/01/2024	CHECK	056369	BURNS & MCDONNELL/CAS CONSTRUC	50,000.00CR	POSTED	A	3/12/2024
1000-001.000	3/01/2024	CHECK	056370	ABCD TECH	45.00CR	POSTED	A	3/12/2024
1000-001.000	3/01/2024	CHECK	056371	LLOYD C. NEWMAN	213.00CR	POSTED	A	3/12/2024



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

CHECK DATE: 3 April 2024 City Council Agenda Page 105  
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	3/01/2024	CHECK	056372	GREG FOX		343.50CR	POSTED	A	3/12/2024
1000-001.000	3/01/2024	CHECK	056373	GREENLEE, EDWARD	VOIDED	100.00CR	VOIDED	A	3/01/2024
1000-001.000	3/08/2024	CHECK	056374			25.00CR	POSTED	A	3/31/2024
1000-001.000	3/08/2024	CHECK	056375	JESSICA KARLOWSKI		600.00CR	POSTED	A	3/18/2024
1000-001.000	3/08/2024	CHECK	056376	JESSICA GREENLEE		100.00CR	POSTED	A	3/31/2024
1000-001.000	3/08/2024	CHECK	056377	VOID CHECK		0.00	POSTED	A	3/12/2024
1000-001.000	3/08/2024	CHECK	056378	VOID CHECK		0.00	POSTED	A	3/12/2024
1000-001.000	3/08/2024	CHECK	056379	VOID CHECK		0.00	POSTED	A	3/12/2024
1000-001.000	3/08/2024	CHECK	056380	VOID CHECK		0.00	POSTED	A	3/12/2024
1000-001.000	3/08/2024	CHECK	056381	VOID CHECK		0.00	POSTED	A	3/12/2024
1000-001.000	3/08/2024	CHECK	056382	VOID CHECK		0.00	POSTED	A	3/12/2024
1000-001.000	3/08/2024	CHECK	056383	VOID CHECK		0.00	POSTED	A	3/12/2024
1000-001.000	3/08/2024	CHECK	056384	VOID CHECK		0.00	POSTED	A	3/12/2024
1000-001.000	3/08/2024	CHECK	056385	VOID CHECK		0.00	POSTED	A	3/12/2024
1000-001.000	3/08/2024	CHECK	056386	VOID CHECK		0.00	POSTED	A	3/12/2024
1000-001.000	3/08/2024	CHECK	056387	VOID CHECK		0.00	POSTED	A	3/12/2024
1000-001.000	3/08/2024	CHECK	056388	VOID CHECK		0.00	POSTED	A	3/12/2024
1000-001.000	3/08/2024	CHECK	056389	VOID CHECK		0.00	POSTED	A	3/12/2024
1000-001.000	3/08/2024	CHECK	056390	VOID CHECK		0.00	POSTED	A	3/12/2024
1000-001.000	3/08/2024	CHECK	056391	VOID CHECK		0.00	POSTED	A	3/12/2024
1000-001.000	3/08/2024	CHECK	056392	VOID CHECK		0.00	POSTED	A	3/12/2024
1000-001.000	3/08/2024	CHECK	056393	VOID CHECK		0.00	POSTED	A	3/12/2024
1000-001.000	3/08/2024	CHECK	056394	VOID CHECK		0.00	POSTED	A	3/12/2024
1000-001.000	3/08/2024	CHECK	056395	VOID CHECK		0.00	POSTED	A	3/12/2024
1000-001.000	3/08/2024	CHECK	056396	VOID CHECK		0.00	POSTED	A	3/12/2024
1000-001.000	3/08/2024	CHECK	056397	VOID CHECK		0.00	POSTED	A	3/12/2024
1000-001.000	3/08/2024	CHECK	056398	VOID CHECK		0.00	POSTED	A	3/12/2024
1000-001.000	3/08/2024	CHECK	056399	VOID CHECK		0.00	POSTED	A	3/12/2024
1000-001.000	3/08/2024	CHECK	056400	VOID CHECK		0.00	POSTED	A	3/12/2024
1000-001.000	3/08/2024	CHECK	056401	VOID CHECK		0.00	POSTED	A	3/12/2024
1000-001.000	3/08/2024	CHECK	056402	VOID CHECK		0.00	POSTED	A	3/12/2024
1000-001.000	3/08/2024	CHECK	056403	CITY OF NEWTON		400.00CR	POSTED	A	3/31/2024
1000-001.000	3/08/2024	CHECK	056404	KANSAS OFFICE OF THE TREASURER		1,625.77CR	POSTED	A	3/18/2024
1000-001.000	3/08/2024	CHECK	056405	KRWA - KANSAS RURAL WATER ASSO		920.00CR	POSTED	A	3/18/2024
1000-001.000	3/08/2024	CHECK	056406	KDHE-BUREAU OF WATER		75.00CR	OUTSTND	A	0/00/0000
1000-001.000	3/08/2024	CHECK	056407	TYLER TECHNOLOGIES INC		2,593.11CR	POSTED	A	3/18/2024
1000-001.000	3/08/2024	CHECK	056408	MAYER SPECIALTY SERVICES		2,920.00CR	POSTED	A	3/18/2024
1000-001.000	3/08/2024	CHECK	056409	ARK VALLEY NEWS		604.40CR	POSTED	A	3/18/2024
1000-001.000	3/08/2024	CHECK	056410	CIVIC PLUS		3,142.35CR	POSTED	A	3/31/2024
1000-001.000	3/08/2024	CHECK	056411	KANSAS ONE-CALL SYSTEM, INC		228.00CR	POSTED	A	3/31/2024
1000-001.000	3/08/2024	CHECK	056412	P E C (PROFESSIONAL ENGINEERIN		4,140.00CR	POSTED	A	3/18/2024
1000-001.000	3/08/2024	CHECK	056413	RURAL WATER DISTRICT #2		15.96CR	POSTED	A	3/12/2024
1000-001.000	3/08/2024	CHECK	056414	SEDGWICK COUNTY		2,516.04CR	POSTED	A	3/18/2024
1000-001.000	3/08/2024	CHECK	056415	FIRST UNITED METHODIST CHURCH		800.00CR	POSTED	A	3/31/2024

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

CHECK DATE: 3 April 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	3/08/2024	CHECK	056416	MABCD	150.00CR	POSTED	A	3/31/2024
1000-001.000	3/08/2024	CHECK	056417	BARDAVON HEALTH INNOVATIONS	380.00CR	POSTED	A	3/18/2024
1000-001.000	3/08/2024	CHECK	056418	ELITE FRANCHISING INC DBA JANI	1,806.78CR	POSTED	A	3/18/2024
1000-001.000	3/08/2024	CHECK	056419	KONICA MINOLTA BUSINESS SOLUTI	81.75CR	POSTED	A	3/31/2024
1000-001.000	3/08/2024	CHECK	056420	GALLS, LLC	133.21CR	POSTED	A	3/31/2024
1000-001.000	3/08/2024	CHECK	056421	FELD FIRE	1,205.50CR	POSTED	A	3/31/2024
1000-001.000	3/08/2024	CHECK	056422	IMAGINE IT, INC.	1,512.00CR	POSTED	A	3/18/2024
1000-001.000	3/08/2024	CHECK	056423	WEX BANK	5,549.12CR	OUTSTND	A	0/00/0000
1000-001.000	3/08/2024	CHECK	056424	EQUIPMENTSHARE.COM, INC.	1,109.47CR	POSTED	A	3/31/2024
1000-001.000	3/08/2024	CHECK	056425	MSA PROFESSIONAL SERVICES, INC	1,018.75CR	POSTED	A	3/18/2024
1000-001.000	3/08/2024	CHECK	056426	MCCOWNGORDON CONSTRUCTION, LLC	1,454,367.24CR	POSTED	A	3/31/2024
1000-001.000	3/08/2024	CHECK	056427	MID CONTINENT GLASS LLC	375.00CR	POSTED	A	3/18/2024
1000-001.000	3/08/2024	CHECK	056428	ARC PHYSUCAL THERAPY PLUS LP	60.00CR	POSTED	A	3/18/2024
1000-001.000	3/08/2024	CHECK	056429	STACY SHAY	205.41CR	POSTED	A	3/18/2024
1000-001.000	3/08/2024	CHECK	056430	ADAM ENTERKIN	250.00CR	POSTED	A	3/18/2024
1000-001.000	3/15/2024	CHECK	056431	KANSAS SECRETARY OF STATE	25.00CR	POSTED	A	3/31/2024
1000-001.000	3/15/2024	CHECK	056432	P E C (PROFESSIONAL ENGINEERIN	6,630.00CR	POSTED	A	3/31/2024
1000-001.000	3/15/2024	CHECK	056433	UNDERGROUND VAULTS & STORAGE	6.20CR	POSTED	A	3/31/2024
1000-001.000	3/15/2024	CHECK	056434	GIANT COMMUNICATIONS	2,087.41CR	POSTED	A	3/31/2024
1000-001.000	3/15/2024	CHECK	056435	JOY K. WILLIAMS, ATTORNEY AT L	1,737.50CR	POSTED	A	3/31/2024
1000-001.000	3/15/2024	CHECK	056436	FLEXIBLE BENEFIT SERVICE CORPO	272.50CR	POSTED	A	3/31/2024
1000-001.000	3/15/2024	CHECK	056437	WASTE CONNECTIONS OF KANSAS, I	46,125.69CR	POSTED	A	3/31/2024
1000-001.000	3/15/2024	CHECK	056438	ABCD TECH	45.00CR	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056439	AFLAC	568.18CR	CLEARED	A	4/11/2024
1000-001.000	3/22/2024	CHECK	056440	DELTA DENTAL OF KANSAS, INC.	3,382.91CR	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056441	SURENCY LIFE AND HEALTH	834.13CR	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056442	VOID CHECK	0.00	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056443	VOID CHECK	0.00	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056444	VOID CHECK	0.00	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056445	VOID CHECK	0.00	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056446	VOID CHECK	0.00	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056447	VOID CHECK	0.00	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056448	VOID CHECK	0.00	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056449	VOID CHECK	0.00	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056450	VOID CHECK	0.00	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056451	VOID CHECK	0.00	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056452	VOID CHECK	0.00	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056453	VOID CHECK	0.00	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056454	VOID CHECK	0.00	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056455	VOID CHECK	0.00	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056456	VOID CHECK	0.00	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056457	VOID CHECK	0.00	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056458	VOID CHECK	0.00	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056459	VOID CHECK	0.00	POSTED	A	3/31/2024

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

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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	3/22/2024	CHECK	056460	VOID CHECK	0.00	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056461	VOID CHECK	0.00	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056462	VOID CHECK	0.00	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056463	VOID CHECK	0.00	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056464	VOID CHECK	0.00	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056465	VOID CHECK	0.00	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056466	VOID CHECK	0.00	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056467	VOID CHECK	0.00	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056468	VOID CHECK	0.00	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056469	VOID CHECK	0.00	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056470	VOID CHECK	0.00	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056471	VOID CHECK	0.00	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056472	VOID CHECK	0.00	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056473	VOID CHECK	0.00	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056474	VOID CHECK	0.00	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056475	CITY OF WICHITA	5,488.00CR	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056476	VALLEY PRINT LOGISTICS	1,614.95CR	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056477	SOUTH WEST BUTLER QUARRY, LLC.	957.09CR	CLEARED	A	4/11/2024
1000-001.000	3/22/2024	CHECK	056478	INTERLINGUAL INTERPRETING SERV	127.52CR	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056479	PITNEY BOWES	604.50CR	CLEARED	A	4/11/2024
1000-001.000	3/22/2024	CHECK	056480	CORE & MAIN	103.08CR	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056481	CHENEY DOOR COMPANY	455.25CR	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056482	GALLS, LLC	2,069.19CR	OUTSTND	A	0/00/0000
1000-001.000	3/22/2024	CHECK	056483	KANSAS PUBLIC TELECOMMUNICATIO	5,002.00CR	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056484	KANSASLAND TIRE	48.00CR	CLEARED	A	4/11/2024
1000-001.000	3/22/2024	CHECK	056485	EMPAC, INC	235.50CR	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056486	IMAGINE IT, INC.	6,761.29CR	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056487	RED EQUIPMENT LLC.	1,090.43CR	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056488	KU EDWARDS CAMPUS	400.00CR	CLEARED	A	4/11/2024
1000-001.000	3/22/2024	CHECK	056489	AUTOMATION DESIGNS LLC	500.00CR	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056490	AT&T MOBILITY-CC	507.00CR	CLEARED	A	4/11/2024
1000-001.000	3/22/2024	CHECK	056491	WORKSTERPS, INC.	75.00CR	CLEARED	A	4/11/2024
1000-001.000	3/22/2024	CHECK	056492	RODNEY EGGLESTON	99.99CR	POSTED	A	3/31/2024
1000-001.000	3/22/2024	CHECK	056493	INTRUST CARD CENTER	13,626.56CR	POSTED	A	3/31/2024
1000-001.000	3/29/2024	CHECK	056494	JESSICA GREENLEE	100.00CR	CLEARED	A	4/11/2024
1000-001.000	3/28/2024	CHECK	056495	VALLEY CENTER PUBLIC LIBRARY	12,926.09CR	CLEARED	A	4/11/2024
1000-001.000	3/28/2024	CHECK	056496	LKM - LEAGUE OF KANSAS MUNICIPI	75.00CR	CLEARED	A	4/11/2024
1000-001.000	3/28/2024	CHECK	056497	TRAFFIC CONTROL SERVICES, INC.	27,114.68CR	CLEARED	A	4/11/2024
1000-001.000	3/28/2024	CHECK	056498	AT&T MOBILITY	824.80CR	CLEARED	A	4/11/2024
1000-001.000	3/28/2024	CHECK	056499	SUMNERONE, INC.	199.73CR	CLEARED	A	4/11/2024
1000-001.000	3/28/2024	CHECK	056500	CITY OF WICHITA	48,062.51CR	CLEARED	A	4/11/2024
1000-001.000	3/28/2024	CHECK	056501	PITNEY BOWES GLOBAL FINANCIAL	144.57CR	OUTSTND	A	0/00/0000
1000-001.000	3/28/2024	CHECK	056502	CINTAS CORPORATION NO 2	174.02CR	CLEARED	A	4/11/2024
1000-001.000	3/28/2024	CHECK	056503	USA BLUEBOOK	183.42CR	CLEARED	A	4/11/2024

COMPANY: 999 - POOLED CASH FUND  
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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	3/28/2024	CHECK	056504	MAIN STREET VALLEY CENTER	10,000.00CR	OUTSTND	A	0/00/0000
1000-001.000	3/28/2024	CHECK	056505	MERIDIAN ANALYTICAL LABS, LLC	1,047.50CR	OUTSTND	A	0/00/0000
1000-001.000	3/28/2024	CHECK	056506	ELITE FRANCHISING INC DBA JANI	1,806.78CR	CLEARED	A	4/11/2024
1000-001.000	3/28/2024	CHECK	056507	PPG ARCHITECTURAL FINISHES	126.00CR	CLEARED	A	4/11/2024
1000-001.000	3/28/2024	CHECK	056508	GALLS, LLC	393.71CR	CLEARED	A	4/11/2024
1000-001.000	3/28/2024	CHECK	056509	GREATER WICHITA YMCA	43.75CR	OUTSTND	A	0/00/0000
1000-001.000	3/28/2024	CHECK	056510	ROYAL PUBLISHING	140.00CR	CLEARED	A	4/11/2024
1000-001.000	3/28/2024	CHECK	056511	TREETOP PRODUCTS CONSOLIDATED	760.24CR	CLEARED	A	4/11/2024
1000-001.000	3/28/2024	CHECK	056512	LAFE T WILLIAMS & ASSOCIATES,	118.00CR	CLEARED	A	4/11/2024
1000-001.000	3/28/2024	CHECK	056513	FELD FIRE	2,350.28CR	CLEARED	A	4/11/2024
1000-001.000	3/28/2024	CHECK	056514	VALLEY CENTER MUD DAUBERS	2,200.00CR	CLEARED	A	4/11/2024
1000-001.000	3/28/2024	CHECK	056515	KANSAS ECONOMIC DEVELOPMENT AL	330.00CR	CLEARED	A	4/11/2024
1000-001.000	3/28/2024	CHECK	056516	CONRAD FIRE EQUIPMENT	5,029.60CR	CLEARED	A	4/11/2024
1000-001.000	3/28/2024	CHECK	056517	CK POWER	4,480.00CR	CLEARED	A	4/11/2024
1000-001.000	3/28/2024	CHECK	056518	ROBINSON AUTO GLASS	50.00CR	OUTSTND	A	0/00/0000
1000-001.000	3/28/2024	CHECK	056519	QUADIEN, INC.	11,386.00CR	CLEARED	A	4/11/2024
1000-001.000	3/29/2024	CHECK	056520	NICHOLAS BANNING	88.50CR	CLEARED	A	4/11/2024
TOTALS FOR ACCOUNT 1000-001				CHECK TOTAL:	1,847,408.44CR			
				DEPOSIT TOTAL:	0.00			
				INTEREST TOTAL:	0.00			
				MISCELLANEOUS TOTAL:	0.00			
				SERVICE CHARGE TOTAL:	0.00			
				EFT TOTAL:	0.00			
				BANK-DRAFT TOTAL:	215,942.70CR			
TOTALS FOR POOLED CASH FUND				CHECK TOTAL:	1,847,408.44CR			
				DEPOSIT TOTAL:	0.00			
				INTEREST TOTAL:	0.00			
				MISCELLANEOUS TOTAL:	0.00			
				SERVICE CHARGE TOTAL:	0.00			
				EFT TOTAL:	0.00			
				BANK-DRAFT TOTAL:	215,942.70CR			

**CONSENT AGENDA**

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

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

010-GENERAL FUND

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	1,762,872.00	66,818.14	0.00	935,235.40	0.00	827,636.60	53.05
INTERGOVERNMENTAL	800,000.00	0.00	0.00	146,756.02	0.00	653,243.98	18.34
LICENSES & PERMITS	783,386.00	95,749.72	0.00	204,583.45	0.00	578,802.55	26.12
CHARGES FOR SERVICES	6,000.00	0.00	0.00	0.00	0.00	6,000.00	0.00
FINES & FORFEITURES	162,000.00	9,673.31	0.00	30,288.51	0.00	131,711.49	18.70
USE OF MONEY & PROPERTY	40,000.00	10,271.97	0.00	31,960.35	0.00	8,039.65	79.90
OTHER REVENUES	76,200.00	0.00	0.00	11,307.77	0.00	64,892.23	14.84
MISCELLANEOUS	169,000.00	226,354.18	0.00	227,183.50	0.00 (	58,183.50)	134.43
<u>TOTAL REVENUES</u>							
	3,799,458.00	408,867.32	0.00	1,587,315.00	0.00	2,212,143.00	41.78

EXPENDITURE SUMMARY

ADMINISTRATION

PERSONNEL SERV. & BENEF.	481,628.00	43,929.88	0.00	134,534.72	0.00	347,093.28	27.93
CONTRACTUAL SERVICES	221,980.00	21,940.32	0.00	56,667.87	6.00	165,306.13	25.53
COMMODITIES	11,000.00	993.40	0.00	2,288.25	0.00	8,711.75	20.80
CAPITAL OUTLAY	4,000.00	0.00	0.00	0.00	0.00	4,000.00	0.00
OTHER COSTS/MISC.	<u>203,111.00</u>	<u>150.34</u>	<u>0.00</u>	<u>261.93</u>	<u>0.00</u>	<u>202,849.07</u>	<u>0.13</u>
TOTAL ADMINISTRATION	921,719.00	67,013.94	0.00	193,752.77	6.00	727,960.23	21.02

LEGAL & MUNICIPAL COURT

PERSONNEL SERV. & BENEF.	53,450.00	4,406.83	0.00	12,326.34	0.00	41,123.66	23.06
CONTRACTUAL SERVICES	98,050.00	5,632.74	0.00	27,383.42	5.43	70,661.15	27.93
COMMODITIES	1,200.00	167.27	0.00	252.07	0.00	947.93	21.01
CAPITAL OUTLAY	0.00	0.00	0.00	48.51	0.00 (	48.51)	0.00
OTHER COSTS/MISC.	<u>26,000.00</u>	<u>2,516.04</u>	<u>0.00</u>	<u>5,302.96</u>	<u>0.00</u>	<u>20,697.04</u>	<u>20.40</u>
TOTAL LEGAL & MUNICIPAL COURT	178,700.00	12,722.88	0.00	45,313.30	5.43	133,381.27	25.36

COMMUNITY DEVELOPMENT

PERSONNEL SERV. & BENEF.	184,940.00	19,054.17	0.00	53,207.07	0.00	131,732.93	28.77
CONTRACTUAL SERVICES	55,350.00	12,999.89	0.00	23,337.01	129.95	31,883.04	42.40
COMMODITIES	3,300.00	509.24	0.00	674.88	0.00	2,625.12	20.45
CAPITAL OUTLAY	1,950.00	27.98	0.00	27.98	0.00	1,922.02	1.43
OTHER COSTS/MISC.	<u>20,000.00</u>	<u>7,332.68</u>	<u>0.00</u>	<u>9,382.68</u>	<u>0.00</u>	<u>10,617.32</u>	<u>46.91</u>
TOTAL COMMUNITY DEVELOPMENT	265,540.00	39,923.96	0.00	86,629.62	129.95	178,780.43	32.67

POLICE

PERSONNEL SERV. & BENEF.	1,208,674.00	105,496.82	0.00	277,528.68	0.00	931,145.32	22.96
CONTRACTUAL SERVICES	185,800.00	10,072.24	0.00	38,627.83	53.95	147,118.22	20.82
COMMODITIES	67,100.00	3,262.43	0.00	10,717.15	0.00	56,382.85	15.97
CAPITAL OUTLAY	<u>24,800.00</u>	<u>1,402.26</u>	<u>0.00</u>	<u>1,834.09</u>	<u>0.00</u>	<u>22,965.91</u>	<u>7.40</u>
TOTAL POLICE	1,486,374.00	120,233.75	0.00	328,707.75	53.95	1,157,612.30	22.12



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

110-EMPLOYEE BENEFITS

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	1,010,528.00	38,562.44	0.00	539,429.88	0.00	471,098.12	53.38
INTERGOVERNMENTAL	95,000.00	14,672.12	0.00	43,270.79	0.00	51,729.21	45.55
USE OF MONEY & PROPERTY	0.00	3,031.19	0.00	8,828.41	0.00	( 8,828.41)	0.00
OTHER REVENUES	48,000.00	47.99	0.00	1,232.48	0.00	46,767.52	2.57
TOTAL REVENUES	1,153,528.00	56,313.74	0.00	592,761.56	0.00	560,766.44	51.39
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	1,354,650.00	64,536.81	0.00	327,199.60	0.00	1,027,450.40	24.15
CONTRACTUAL SERVICES	0.00	87.50	0.00	131.25	0.00	( 131.25)	0.00
OTHER COSTS/MISC.	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,948.05</u>	<u>0.00</u>	( <u>3,948.05</u> )	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	1,354,650.00	64,624.31	0.00	331,278.90	0.00	1,023,371.10	24.45
<u>ADMINISTRATION</u>							
TOTAL							
TOTAL EXPENDITURES	1,354,650.00	64,624.31	0.00	331,278.90	0.00	1,023,371.10	24.45
** REVENUE OVER (UNDER) EXPENDITURES * ( <u>201,122.00</u> ) ( <u>8,310.57</u> ) <u>0.00</u> <u>261,482.66</u> <u>0.00</u> ( <u>462,604.66</u> ) <u>130.01</u> -							

REVENUE & OTHER SOURCES OVER/  
(UNDER) EXPENDITURES & OTHER (USES) ( 201,122.00) ( 8,310.57) 0.00 261,482.66 0.00 ( 462,604.66) 130.01-



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

140-LIBRARY  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	337,221.00	12,926.09	0.00	180,381.04	0.00	156,839.96	53.49
TOTAL REVENUES	337,221.00	12,926.09	0.00	180,381.04	0.00	156,839.96	53.49
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
OTHER COSTS/MISC.	<u>345,000.00</u>	<u>12,926.09</u>	<u>0.00</u>	<u>180,381.04</u>	<u>0.00</u>	<u>164,618.96</u>	<u>52.28</u>
TOTAL NON-DEPARTMENTAL	345,000.00	12,926.09	0.00	180,381.04	0.00	164,618.96	52.28
<u>ADMINISTRATION</u>							
TOTAL							
TOTAL EXPENDITURES	345,000.00	12,926.09	0.00	180,381.04	0.00	164,618.96	52.28
** REVENUE OVER (UNDER) EXPENDITURES *	( 7,779.00)	0.00	0.00	0.00	0.00	( 7,779.00)	0.00
<u>REVENUE &amp; OTHER SOURCES OVER/</u>							
(UNDER) EXPENDITURES & OTHER (USES)	( 7,779.00)	0.00	0.00	0.00	0.00	( 7,779.00)	0.00

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

150-SPECIAL HIGHWAY

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
INTERGOVERNMENTAL	1,095,000.00	21,334.96	0.00	217,100.08	0.00	877,899.92	19.83
LICENSES & PERMITS	0.00	0.00	0.00	25.00	0.00 (	25.00)	0.00
USE OF MONEY & PROPERTY	0.00	2,444.51	0.00	7,119.69	0.00 (	7,119.69)	0.00
OTHER REVENUES	0.00	0.00	0.00	35.00	0.00 (	35.00)	0.00
TOTAL REVENUES	1,095,000.00	23,779.47	0.00	224,279.77	0.00	870,720.23	20.48
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	481,340.00	28,131.58	0.00	83,687.32	0.00	397,652.68	17.39
CONTRACTUAL SERVICES	73,780.00	3,641.32	0.00	17,234.51	19.98	56,525.51	23.39
COMMODITIES	66,800.00	5,108.79	0.00	14,968.98	1,355.96	50,475.06	24.44
CAPITAL OUTLAY	522,000.00	0.00	0.00	32,870.69	0.00	489,129.31	6.30
OTHER COSTS/MISC.	<u>36,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>36,000.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	1,179,920.00	36,881.69	0.00	148,761.50	1,375.94	1,029,782.56	12.72
TOTAL EXPENDITURES	1,179,920.00	36,881.69	0.00	148,761.50	1,375.94	1,029,782.56	12.72
** REVENUE OVER (UNDER) EXPENDITURES *( <u>84,920.00</u> ) ( <u>13,102.22</u> ) <u>0.00</u> <u>75,518.27</u> ( <u>1,375.94</u> ) ( <u>159,062.33</u> ) <u>87.31</u> -							

REVENUE & OTHER SOURCES OVER/  
(UNDER) EXPENDITURES & OTHER (USES) ( 84,920.00) ( 13,102.22) 0.00 75,518.27 ( 1,375.94) ( 159,062.33) 87.31-

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

160-EMERGENCY EQUIPMENT

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	75,095.00	2,873.88	0.00	40,108.19	0.00	34,986.81	53.41
FINES & FORFEITURES	5,000.00	570.63	0.00	1,846.63	0.00	3,153.37	36.93
USE OF MONEY & PROPERTY	0.00	623.35	0.00	1,815.52	0.00 (	1,815.52)	0.00
TOTAL REVENUES	80,095.00	4,067.86	0.00	43,770.34	0.00	36,324.66	54.65
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
CAPITAL OUTLAY	23,896.00	28,231.74	0.00	33,287.18	268.03 (	9,659.21)	140.42
OTHER COSTS/MISC.	<u>48,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>48,000.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	71,896.00	28,231.74	0.00	33,287.18	268.03	38,340.79	46.67
<u>ADMINISTRATION</u>							
TOTAL							
TOTAL EXPENDITURES	71,896.00	28,231.74	0.00	33,287.18	268.03	38,340.79	46.67
** REVENUE OVER (UNDER) EXPENDITURES **	<u>8,199.00</u>	<u>( 24,163.88)</u>	<u>0.00</u>	<u>10,483.16</u>	<u>( 268.03)</u>	<u>( 2,016.13)</u>	<u>124.59</u>
<u>REVENUE &amp; OTHER SOURCES OVER/</u>							
(UNDER) EXPENDITURES & OTHER (USES)	8,199.00 (	24,163.88)	0.00	10,483.16 (	268.03) (	2,016.13)	124.59

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

410-BOND & INTEREST  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	1,101,993.00	42,024.10	0.00	587,545.63	0.00	514,447.37	53.32
USE OF MONEY & PROPERTY	5,000.00	6,331.28	0.00	18,440.00	0.00	( 13,440.00)	368.80
OTHER REVENUES	414,221.00	10,785.95	0.00	229,542.78	0.00	184,678.22	55.42
MISC TRANSFERS	732,550.00	0.00	0.00	0.00	0.00	732,550.00	0.00
TOTAL REVENUES	2,253,764.00	59,141.33	0.00	835,528.41	0.00	1,418,235.59	37.07
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
DEBT SERVICE	<u>2,287,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,287,000.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	2,287,000.00	0.00	0.00	0.00	0.00	2,287,000.00	0.00
<u>ADMINISTRATION</u>							
TOTAL							
TOTAL EXPENDITURES	2,287,000.00	0.00	0.00	0.00	0.00	2,287,000.00	0.00
** REVENUE OVER (UNDER) EXPENDITURES *( <u>33,236.00</u> ) <u>59,141.33</u> <u>0.00</u> <u>835,528.41</u> <u>0.00</u> ( <u>868,764.41</u> ) <u>2,513.93</u>							
<u>REVENUE &amp; OTHER SOURCES OVER/</u>							
(UNDER) EXPENDITURES & OTHER (USES)	( 33,236.00)	59,141.33	0.00	835,528.41	0.00	( 868,764.41)	2,513.93-

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

610-WATER OPERATING

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
CHARGES FOR SERVICES	2,156,646.00	161,450.28	0.00	514,934.26	0.00	1,641,711.74	23.88
USE OF MONEY & PROPERTY	20,000.00	11,149.81	0.00	32,694.00	0.00	( 12,694.00)	163.47
MISCELLANEOUS	45,000.00	2,465.16	0.00	8,510.87	0.00	36,489.13	18.91
TOTAL REVENUES	2,221,646.00	175,065.25	0.00	556,139.13	0.00	1,665,506.87	25.03
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	448,751.00	19,971.60	0.00	60,138.32	0.00	388,612.68	13.40
CONTRACTUAL SERVICES	1,120,870.00	112,660.24	0.00	189,502.03	0.00	931,367.97	16.91
COMMODITIES	41,450.00	1,017.32	0.00	7,191.93	0.00	34,258.07	17.35
CAPITAL OUTLAY	150,000.00	0.00	0.00	0.00	0.00	150,000.00	0.00
OTHER COSTS/MISC.	<u>543,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>543,000.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	2,304,071.00	133,649.16	0.00	256,832.28	0.00	2,047,238.72	11.15
TOTAL EXPENDITURES	2,304,071.00	133,649.16	0.00	256,832.28	0.00	2,047,238.72	11.15
** REVENUE OVER (UNDER) EXPENDITURES *( <u>82,425.00</u> ) <u>41,416.09</u> <u>0.00</u> <u>299,306.85</u> <u>0.00</u> ( <u>381,731.85</u> ) <u>363.13</u> -							
REVENUE & OTHER SOURCES OVER/							
(UNDER) EXPENDITURES & OTHER (USES)	( 82,425.00)	41,416.09	0.00	299,306.85	0.00	( 381,731.85)	363.13-

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

612-STORMWATER UTILITY FUND  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
USE OF MONEY & PROPERTY	0.00	1,093.92	0.00	3,186.06	0.00 (	3,186.06)	0.00
OTHER REVENUES	325,000.00	27,568.00	0.00	82,220.00	0.00	242,780.00	25.30
MISCELLANEOUS	0.00	22.00	0.00	22.00	0.00 (	22.00)	0.00
TOTAL REVENUES	325,000.00	28,683.92	0.00	85,428.06	0.00	239,571.94	26.29
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
CONTRACTUAL SERVICES	36,400.00	1,124.81	0.00	7,487.35	0.00	28,912.65	20.57
COMMODITIES	5,000.00	0.00	0.00	709.95	0.00	4,290.05	14.20
CAPITAL OUTLAY	124,800.00	0.00	0.00	0.00	0.00	124,800.00	0.00
OTHER COSTS/MISC.	<u>193,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>193,000.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	359,200.00	1,124.81	0.00	8,197.30	0.00	351,002.70	2.28
<u>ADMINISTRATION</u>							
TOTAL							
TOTAL EXPENDITURES	359,200.00	1,124.81	0.00	8,197.30	0.00	351,002.70	2.28
** REVENUE OVER (UNDER) EXPENDITURES * ( <u>34,200.00</u> ) <u>27,559.11</u> <u>0.00</u> <u>77,230.76</u> <u>0.00</u> ( <u>111,430.76</u> ) <u>225.82-</u>							

REVENUE & OTHER SOURCES OVER/  
(UNDER) EXPENDITURES & OTHER (USES) ( 34,200.00) 27,559.11 0.00 77,230.76 0.00 ( 111,430.76) 225.82-

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

613-SOLID WASTE UTILITY  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
LICENSES & PERMITS	5,000.00	417.00	0.00	1,668.00	0.00	3,332.00	33.36
CHARGES FOR SERVICES	581,476.00	49,025.63	0.00	145,905.83	0.00	435,570.17	25.09
USE OF MONEY & PROPERTY	1,600.00	476.68	0.00	1,388.34	0.00	211.66	86.77
MISCELLANEOUS	12,000.00	1,197.48	0.00	4,281.86	0.00	7,718.14	35.68
TOTAL REVENUES	600,076.00	51,116.79	0.00	153,244.03	0.00	446,831.97	25.54
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
CONTRACTUAL SERVICES	585,820.00	46,411.36	0.00	143,189.30	0.00	442,630.70	24.44
CAPITAL OUTLAY	<u>3,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,000.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	588,820.00	46,411.36	0.00	143,189.30	0.00	445,630.70	24.32
<u>ADMINISTRATION</u>							
TOTAL							
TOTAL EXPENDITURES	588,820.00	46,411.36	0.00	143,189.30	0.00	445,630.70	24.32
** REVENUE OVER (UNDER) EXPENDITURES **	<u>11,256.00</u>	<u>4,705.43</u>	<u>0.00</u>	<u>10,054.73</u>	<u>0.00</u>	<u>1,201.27</u>	<u>89.33</u>
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	11,256.00	4,705.43	0.00	10,054.73	0.00	1,201.27	89.33

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

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	1,410,219.00	119,103.69	0.00	355,730.17	0.00	1,054,488.83	25.23
USE OF MONEY & PROPERTY	12,000.00	6,181.34	0.00	18,223.21	0.00	( 6,223.21)	151.86
OTHER REVENUES	0.00	0.00	0.00	50.00	0.00	( 50.00)	0.00
TOTAL REVENUES	1,422,219.00	125,285.03	0.00	374,003.38	0.00	1,048,215.62	26.30
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	374,487.00	22,409.11	0.00	59,136.60	0.00	315,350.40	15.79
CONTRACTUAL SERVICES	457,860.00	30,873.28	0.00	90,467.03	84.00	367,308.97	19.78
COMMODITIES	24,800.00	1,018.44	0.00	4,658.95	0.00	20,141.05	18.79
CAPITAL OUTLAY	140,000.00	0.00	0.00	0.00	0.00	140,000.00	0.00
OTHER COSTS/MISC.	<u>534,550.00</u>	<u>0.00</u>	<u>0.00</u>	<u>104,323.57</u>	<u>0.00</u>	<u>430,226.43</u>	<u>19.52</u>
TOTAL NON-DEPARTMENTAL	1,531,697.00	54,300.83	0.00	258,586.15	84.00	1,273,026.85	16.89
TOTAL EXPENDITURES	1,531,697.00	54,300.83	0.00	258,586.15	84.00	1,273,026.85	16.89
** REVENUE OVER (UNDER) EXPENDITURES *( <u>109,478.00</u> ) <u>70,984.20</u> <u>0.00</u> <u>115,417.23</u> ( <u>84.00</u> ) ( <u>224,811.23</u> ) <u>105.35-</u>							

REVENUE & OTHER SOURCES OVER/

(UNDER) EXPENDITURES & OTHER (USES) ( 109,478.00) 70,984.20 0.00 115,417.23 ( 84.00) ( 224,811.23) 105.35-



**CONSENT AGENDA**

**E. DELINQUENT ACCOUNT REPORT – JANUARY 2024:**

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ZONE:    ALL
STAT:    Disconnect, Final, Inactive
START DATES:    0/00/0000 THRU 99/99/9999
LAST BILL DATES: 1/01/2024 THRU 1/31/2024
FINAL DATES:    0/00/0000 THRU 99/99/9999

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ACCOUNT NO#	NAME	LAST PAY ST	--CURRENT--	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--BALANCE--
01-0011-05	MIKULICZ, ZACHARY	1/12/2024	F		39.26			39.26
=====								
**** BOOK # :0001	TOTAL ACCOUNTS:	1		0.00	0.00	39.26	0.00	0.00
=====								
02-0097-90	LYON, JOYCE	1/25/2024	I					0.00
=====								
**** BOOK # :0002	TOTAL ACCOUNTS:	1		0.00	0.00	0.00	0.00	0.00
=====								
**** BOOK # :0003	TOTAL ACCOUNTS:	0		0.00	0.00	0.00	0.00	0.00
=====								
**** BOOK # :0004	TOTAL ACCOUNTS:	0		0.00	0.00	0.00	0.00	0.00
=====								
05-0075-91	LINDSTROM PROPERTIES LLC	12/03/2021	F		53.99			53.99
=====								
**** BOOK # :0005	TOTAL ACCOUNTS:	1		0.00	0.00	53.99	0.00	0.00
=====								
**** BOOK # :0006	TOTAL ACCOUNTS:	0		0.00	0.00	0.00	0.00	0.00
=====								
**** BOOK # :0007	TOTAL ACCOUNTS:	0		0.00	0.00	0.00	0.00	0.00
=====								
08-0010-00	HICKOK, ALTA	1/04/2024	F		80.47			80.47
08-0042-02	BROZEK, JOSHUA	12/15/2023	F		63.84	100.68		164.52
=====								
**** BOOK # :0008	TOTAL ACCOUNTS:	2		0.00	0.00	144.31	100.68	0.00
=====								
**** BOOK # :0010	TOTAL ACCOUNTS:	0		0.00	0.00	0.00	0.00	0.00



===== R E P O R T   T O T A L S =====

==== R E V E N U E   C O D E   T O T A L S =====

REVENUE CODE:	--CURRENT--	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--BALANCE--
100-WATER	495.69CR	76.09	164.99	106.73	0.00	147.88CR
200-SEWER	0.00	75.60CR	190.55	114.06	0.00	229.01
300-PROT	0.00	0.49CR	0.21	0.20	0.00	0.08CR
400-RECONNECT FEE	0.00	0.00	26.81	73.19	0.00	100.00
600-STORMWATER UTILITY FEE	0.00	0.00	48.34	15.66	0.00	64.00
610-SOLID WASTE	0.00	0.00	12.00	24.48	0.00	36.48
611-WATER / MISC	0.00	0.00	2.51	6.86	0.00	9.37
850-PENALTY	0.00	0.00	2.17	5.85	0.00	8.02
999-Refunds	495.69	0.00	0.00	0.00	0.00	495.69
TOTALS	0.00	0.00	447.58	347.03	0.00	794.61

TOTAL REVENUE CODES: 794.61  
TOTAL ACCOUNT BALANCE: 794.61  
DIFFERENCE: 0.00

===== R E P O R T   T O T A L S =====

==== B O O K   C O D E   T O T A L S =====

BOOK:	--CURRENT--	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--BALANCE--
01-BOOK 01	0.00	0.00	39.26	0.00	0.00	39.26
02-BOOK 02	0.00	0.00	0.00	0.00	0.00	0.00
03-BOOK 03	0.00	0.00	0.00	0.00	0.00	0.00
04-BOOK 04	0.00	0.00	0.00	0.00	0.00	0.00
05-BOOK 05	0.00	0.00	53.99	0.00	0.00	53.99
06-BOOK 06	0.00	0.00	0.00	0.00	0.00	0.00
07-BOOK 07	0.00	0.00	0.00	0.00	0.00	0.00
08-BOOK 08	0.00	0.00	144.31	100.68	0.00	244.99
10-BOOK 10	0.00	0.00	0.00	0.00	0.00	0.00
12-BOOK 12	0.00	0.00	111.85	0.25	0.00	112.10
15-BOOK 15	0.00	0.00	0.00	0.00	0.00	0.00
17-BOOK 17	0.00	0.00	90.17	246.10	0.00	336.27
80-STORMWATER YEARLY	0.00	0.00	8.00	0.00	0.00	8.00
TOTALS	0.00	0.00	447.58	347.03	0.00	794.61

ERRORS: 000

SELECTION CRITERIA

REPORT OPTIONS

ZONE: \* - All  
ACCOUNT STATUS: DISCONNECT, FINAL, INACTIVE  
CUSTOMER CLASS: ALL  
COMMENT CODES: All

BALANCE SELECTION

SELECTION: ALL  
RANGE: 9999999.99CR THRU 9999999.99  
AGES TO TEST: ALL  
INCLUDE ZERO BALANCES: Include Accts w/Revenue Code balances

DATE SELECTION

CUSTOMER DATES: YES  
START DATE: 0/00/0000 THRU 99/99/9999  
LAST BILL DATE: 1/01/2024 THRU 1/31/2024  
FINAL DATE: 0/00/0000 THRU 99/99/9999

TRANSACTION DETAIL

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

PRINT OPTION

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

**CONSENT AGENDA**

**F. OUTDOOR SPACES BOARD MINUTES –MARCH 7, 2024:**



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

**MINUTES**

**March 7th, 2024**

**THE OUTDOOR SPACES & PUBLIC PROPERTIES BOARD SHALL HOLD ITS REGULAR  
MEETING AT CITY HALL, 6PM MARCH 7TH, 2024.**

**1. CALL TO ORDER/ ROLL CALL:**

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

**Absent:** Jordan Wright,

**Meeting Time:** 6:00 pm

**2. APPROVAL OF AGENDA: Motion: Ortega 2<sup>nd</sup>: Payne**

**3. APPROVAL OF MINUTES: FEBRUARY 8<sup>TH</sup>, 2024: Motion: Stewart 2<sup>nd</sup>: Ortega**

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

**5. OLD BUSINESS – Project Updates and Discussion:**

A. Election of Officers: Chair, Vice Chair, Secretary – **tabled until all members present to decide.**

**Members can email Owings nominations prior to next meeting to be discussed at next meeting. Motion: Stewart 2<sup>nd</sup>: Quandt**

**Owings discussed the Mosher vacancy and mentioned directing interested candidates to the City Website to submit an application for membership.**

B. Meridian Streetscape/Tree Replacements – **Stewart provided progress report and tree list handout and discussed types of trees and quantities that are estimated to be replaced on Meridian from Main to 5<sup>th</sup> street.**

C. Playground Equipment/Park Amenity - Satisfaction Survey – **Owings distributed sample survey questions and related information to the board to review. Board was asked to email Owings their top 10-15 playground and park amenity satisfaction questions. They will be compiled for discussion at the next meeting.**

**6. NEW BUSINESS**

A. None





## 7. BOARD MEMBER REPORTS

Andy Quandt: None

Tina Payne : None

Jordan Wright: Absent

Raymond Ortega: **asked Owings about the vacant lot at 1<sup>st</sup> & Meridian being used for staging area for Meridian improvement project and if it was owned by city or privately.**

Larry Hoetmer: **asked about trees on the tree list regarding flexibility in species selections.**

Roger Stewart

- Discussion of how to use/display Oak cross-section when it is finished and where might be a good place to display it.

## 8. STAFF REPORTS

Neal Owings: discussed progress of Ford & Broadway Welcome sign and progress of Recreation and Aquatic Center.

## 9. NEXT MEETING: April 4<sup>th</sup> / ADJOURN/TIME 6pm Motion: Quandt 2<sup>nd</sup>: Ortega

## 10. MOTION TO ADJOURN: Motion: Payne 2<sup>nd</sup> : Stewart

*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](mailto: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](http://www.valleycenter-ks.gov) or call (316) 755-7310.*

**CONSENT AGENDA**

**G. PLANNING AND ZONING BOARD MINUTES – MARCH 26, 2024**

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

Tuesday, March 26, 2024      7:00 P.M.

**CALL TO ORDER:** Vice Chairperson Spranger called the meeting to order at 7:00 P.M. with the following board members present: Steve Conway, Scot Phillips, Brian Shelton, and Dalton Wilson

**Members Absent:** Gary Janzen and Rick Shellenbarger

**City Staff Present:** Ryan Shrack, Brittney Ortega, Rodney Eggleston, and Brent Clark

**Audience:** Mayor Jett Truman and Council Member Ron Colbert

**AGENDA:** A motion was made by Vice Chairperson Spranger and seconded by Board Member Phillips to set the agenda. Motion passed unanimously.

**APPROVAL OF DRAFT MINUTES:** Vice Chairperson Spranger made a motion to approve the January 23, 2024, meeting minutes. The motion was seconded by Board Member Shelton. Motion passed unanimously.

**COMMUNICATIONS:** None

**PUBLIC HEARING BEFORE THE PLANNING AND ZONING BOARD:**

1. Review of LS-2024-01, application of Shad and Debra Eickbush, pursuant to City Code 16.09., who are petitioning for a lot split involving the splitting of property the applicants own and is currently addressed as 810 S. Meridian Ave., Valley Center, KS 67147.

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

R. Shrack gave a summary of his staff report. The area where the house, detached garage and driveway are located will be Parcel B and it will contain all the private infrastructure that currently serves the house. The intent is to develop Parcel A with some kind of new commercial development in the future. R. Shrack explained that a large majority of this area is in the floodplain and will need to be removed prior to any development approval. Shrack answered questions from the board regarding the floodplain and the process to remove an area. No comments received from the public.

Vice Chairperson Spranger closed the hearing for comments from the public: 7:11 PM

Based on the City Staff recommendations, public comments, and discussion by the Planning and Zoning Board, Vice Chairperson Spranger made a motion to approve LS-2024-01. Motion was seconded by Board Member Wilson. The vote was unanimous.

**OLD OR UNFINISHED BUSINESS:** None

**NEW BUSINESS:** None

**STAFF REPORTS:** R. Shrack reminded the board that the next meeting will be April 23, 2024. There will be three applications to review.

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

Gary Janzen-absent  
Paul Spranger-none  
Brian Shelton-none  
Rick Shellenbarger-absent  
Scot Phillips-none  
Steve Conway-none  
Dalton Wilson-none

**ADJOURNMENT OF THE PLANNING AND ZONING BOARD MEETING:** At 7:14 P.M., a motion was made by Vice Chairperson Spranger to adjourn and seconded by Board Member Conway. The vote was unanimous and the meeting was adjourned.

Respectfully submitted,

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/s/ Ryan Shrack, Secretary

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Gary Janzen, Chairperson

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

Tuesday, March 26, 2024, 7:00 P.M.

**CALL TO ORDER:** Vice Chairperson Spranger called the meeting to order at 7:14 P.M. with the following committee members present: Steve Conway, Scot Phillips, Brian Shelton, and Dalton Wilson

**MEMBERS ABSENT:** Gary Janzen and Rick Shellenbarger

**CITY STAFF PRESENT:** Ryan Shrack, Rodney Eggleston, Brittney Ortega and Brent Clark

**AUDIENCE:** Mayor Jet Truman and City Council Member Colbert

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

**APPROVAL OF DRAFT MINUTES:** Vice Chairperson Spranger made a motion to approve the October 25, 2023, committee meeting minutes. The motion was seconded by Committee Member Wilson. Motion passed unanimously.

**COMMUNICATIONS:** None

**OLD/UNFINISHED BUSINESS:**

**NEW BUSINESS:**

1. Discuss MS4 Inspection Report & Response from November 2023.  
R. Eggleston addressed the committee. This is the first of a minimum of two required meetings per year. He gave an update on the inspection that was conducted in September of 2023. There were a few areas of concern noted in the inspection report that have now been addressed. Vice Chairperson Spranger inquired about the process used to notify residents and contractors that are in violation. R. Eggleston explained, in detail, the steps taken by staff to send proper notification and the process to get the issue resolved. He also spoke about the annual report, permit deadlines and requirements.
2. Next Meeting Date  
R. Eggleston left the next meeting date to be determined by the committee. He suggested that it be sometime in late summer after the rainy season.

**ADJOURNMENT OF THE STORMWATER CITIZENS ADVISORY COMMITTEE MEETING:** At 7:31 P.M., a motion was made by Vice Chairperson Spranger to adjourn and seconded by Committee Member Wilson. The vote was unanimous, and the meeting was adjourned.

Respectfully submitted,

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/s/ Rodney Eggleston, Secretary

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Gary Janzen, Chairperson

## **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/HR Director 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**