



## CITY COUNCIL AGENDA

**April 2, 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 – March 16, 2024
- 7. PRESENTATIONS / PROCLAMATIONS p 11**
  - A. Jacob Culver-Utilities Manager
  - B. McCown Gordon Recreation Center Update
  - C. PEC Water Master Plan Update
- 8. PUBLIC FORUM (*Citizen input and requests*) p 11**
- 9. APPOINTMENTS p 11**
  - A. Appointment – Valley Center Public Library p 11
  - B. Appointment – Planning and Zoning Board p 11
- 10. OLD BUSINESS p 11 - None**
- 11. NEW BUSINESS p 16**
  - A. Resolution 750-24; Overall Drainage Improvements- Harvest Place. p 16
  - B. Resolution 751-24; Drainage Improvements -Harvest Place p 24
  - C. Resolution 752-24; Paving Improvements – Harvest Place. p 31
  - D. Resolution 753-24; Sanitary Sewer Improvements – Harvest Place p 38
  - E. Resolution 754-24; Water Improvements – Harvest Place p 45
  - F. Approve Infrastructure Agreement with McCullough for Prairie Lakes Phase IV p 52
  - G. Selection of Contractor for 2024 Mowing/Debris Abatement Services p 68
  - H. Approval of Foster Design Associates' Contract for 2024 Comprehensive Plan p 71
  - I. Establishment of 2024 Comprehensive Plan Steering Committee and Appointment of Committee Members p 81
  - J. Food 4 Fines p 83
  - K. Approval of Water Well #10 repairs p 88
  - L. Ordinance 1404-24; Annexation request SE corner of 77<sup>th</sup> and West St. p 92
  - M. Final Pay Application Prairie Lakes Phase III p 97

**CONSENT AGENDA p 104**

A. Appropriation Ordinance – April 2, 2024 p 105

13. **STAFF REPORTS p 112**
14. **GOVERNING BODY REPORTS p 113**
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 March 19, 2024, regular City Council Meeting as prepared by the City Clerk.

REGULAR COUNCIL MEETING  
March 19, 2024  
CITY HALL  
121 S. MERIDIAN

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

Members Absent: Chris Evans

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  
Kristi Carrithers, City Clerk/HR Director  
Desirae Womack, City Treasurer

Press present: Ark Valley News

**APPROVAL OF AGENDA**

Anderson made a motion to amend the agenda to move Consent Agenda, Item I, Contract Extension to New Business, Item I. Kerstetter seconded the motion. Vote: Aye Unanimous Gregory moved to approve the agenda as amended, seconded by Kerstetter. Vote Aye: unanimous. Motion carried.

**ADMINISTRATION AGENDA –**

**MARCH 5, 2024, CITY COUNCIL MINUTES-**

Gregory moved to approve the minutes of the March 5, 2024, City Council meeting as presented, seconded by Stamm. Vote Aye: Unanimous Motion Carried.

**PRESENTATIONS/PROCLAMATIONS – None**

**PUBLIC FORUM – None**

**APPOINTMENTS – None**

**OLD BUSINESS – None**

**NEW BUSINESS-**

**A. LIONS CLUB CAR SHOW EVENT & ROAD CLOSURE REQUEST:**

Keith Herrman with the Valley Center Lions Club thanked Council for their support. He stated that this fall's car show will be the 18<sup>th</sup> annual show and reminded Council the funds raised support local projects. Wilson moved to approve the closure of Main Street, South Ash and Park Street on September 13, 2024, for the annual car show 6pm. Motion seconded by Anderson. Vote Aye: unanimous. Motion carried.

**B. PBS KANSAS – CITY PARTNERSHIP:**

Victor Hogstrom, President, PBS-Kansas requested city partnership in an amount of \$5002.00. He shared several of the videos produced featuring the City of Valley Center. Kerstetter asked staff for the 2024 budgeted amount for city donations and promotions. Stamm requested that contract date be corrected.

Colbert moved to approve City partnership contribution to PBS Kansas in the amount of \$5,002.00. Seconded by Wilson. Vote Aye: Colbert, Wilson, Bass, Anderson, Gregory and Stamm. Opposed: Kerstetter. Motion Carried.

**C. KANSAS COLLEGIATE BASEBALL ASSOCIATION FUNDING REQUEST:**

Sheldon Howell addressed Council to report on both the 2023 season and the upcoming 2024 baseball season. The Mud-daubers are anticipating a schedule of 42-45 games played in June and July. The team will again host a camp for local boys and girls. Community support and involvement is very important to the players. Howell reported that two local players are returning this season and possibly a third local player will be on the 28-30 player roster. Administrator Clark reported on the budgeted items and amounts for 2024 and stated that funding could be increased by \$200.00.

Kerstetter moved to approve contribution to the Kansas Collegiate League for the Mud-daubers team in the amount of \$2200.00. Stamm seconded the motion. Vote Aye: unanimous. Motion carried.

**D. AWARD BID FOR PRAIRIE LAKES, PHASE IV PROJECT:**

Jake Vasa, SEH presented bid tabulations for the Prairie Lakes Phase IV project. He stated that they were very competitive and close, but the lowest qualified bid was from McCullough Construction. Plans are for an entrance off of Seneca Street. The final bid is for concrete instead of asphalt. Funds for the approximate difference of \$100,000.00 for concrete will be paid by the city with the project expense paid by special assessments. Discussion was held regarding the life expectancy of concrete vs asphalt. Stamm moved to accept and award bid from McCullough Construction for Prairie Lakes Phase IV in the amount of \$1,277,594.90. Motion seconded by Wilson. Vote Aye: unanimous. Motion carried.

**E. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT:**

Jake Vasa presented a professional services agreement with the City of Valley Center for construction administration, on-site inspections and material testing for the Prairie Lakes, Phase IV project. Funding will be included in special assessments.

Wilson moved to approve agreement with SEH for construction administration, on-site inspections and material testing in an amount not to exceed \$130,000.00 and authorize Mayor or City Administrator to sign. Motion seconded by Anderson. Vote Aye: unanimous. Motion carried.

**F. RESOLUTION 749-24; SALE OF G.O. BONDS, SERIES 2024-1**

Clayton Kelley, Piper Sandler presented Resolution 749-24 which authorizes the offering for sale of General Obligation bonds, series 2024-1. He estimates that rates for 20-year financing will be in the 3.75% range. Bids are due on April 16, 2024.

Stamm moved to adopt Resolution 749-24 authorizing the offering for sale of General Obligation Bonds, Series 2024-1, of the City of Valley Center, KS. Seconded by Kerstetter. Vote Aye: unanimous. Motion carried.

**G. 2024 COMPREHENSIVE PLAN PRESENTATIONS**

Community Development Director Shrack stated that two firms will be presenting their plans for a new 2024 Comprehensive Plan. Foster Design Associates and S.E.H will each have 20 minutes to discuss their firm and their plan.

Debra Foster with Foster Design Associates explained they are a small local company that has been developing comprehensive plans in the surrounding area for the last 30 years. Their firm works closely with the steering committee to develop the plan.

Jake Vasa with SEH discussed the vast resources available. They have prepared over 50 plans in 12 years, specifically for small to medium-sized cities. Although they haven't done any in Kansas at this time, the team works very well remotely using Teams.

Shrack requested Council members return score sheets to him by Friday. He plans to then negotiate the cost and present contract for approval at the April 2<sup>nd</sup> meeting as well as recommend appointment of steering committee.

#### H. AWARD ROADWAY SERVICES 2024 CONTRACT

Public Works Director Eggleston presented the bid tabulations received from 2 companies for the 2024 Roadway Services. As both bids were over budget, he explained changes negotiated to remain within the 2024 budget and recommend approval of Agreement with Pearson Construction. Wilson inquired if this would put the city far behind schedule on slurry seal. Bass inquired about the quality of work. Clark and Eggleston both stated the quality of the base under is critical to the final work. Our city strives to make sure the base is top quality.

Kerstetter moved to award the negotiated proposal for the 2024 Roadway Upgrade Services of the selected street segments to Pearson Construction in the amount of \$480.628.00. Motion was seconded by Stamm. Vote Aye: unanimous. Motion carried.

#### I. CONTRACT EXTENSION CUT RATE LAWN CARE- (MOVED FROM CONSENT AGENDA)

Anderson explained that he requested this be moved from the consent agenda to be able to discuss the reasons for contract mowing in the City. Owings stated that with previous issues with hiring qualified, dependable seasonal employees having contract for mowing is a better option both financially and personnel wise. It was noted that some of the dates listed on the contract need to be updated to reflect the current year.

Anderson moved to approve the contract extension to Cut Rate Lawn Care for the 2024 mowing season. Motion seconded by Kerstetter. Vote Aye: unanimous. Motion carried.

### **CONSENT AGENDA**

- A. APPROPRIATION ORDINANCE – MARCH 19, 2024
- B. TREASURER’S REPORT – FEBRUARY 2024
- C. CHECK RECONCILIATION – JANUARY 2024
- D. CHECK RECONCILIATION – FEBRUARY 2024
- E. REVENUE AND EXPENSE REPORT – FEBRUARY 2024
- F. ECONOMIC DEVELOPMENT BOARD MINUTES – MARCH 6, 2024
- G. RSVP CONTRACT WITH SEDGWICK COUNTY
- H. CONTRACT EXTENSION DRAGONFLY LAWN AND TREE CARE
- I. CONTRACT EXTENSION CUT RATE LAWN CARE-(MOVED TO NEW BUSINESS)
- J. SPECIAL USE PERMIT MCLAUGHLIN PARK – L&H HOMES-MARCH 30, 2024
- K. SPEICAL USE PERMIT LIONS PARK-PATHWAY CHURCH- MARCH 30, 2024
- L. MAIN STREET VALLEY CENTER 2024 AWARD APPROVAL

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

### **STAFF REPORTS**

#### COMMUNITY DEVELOPMENT DIRECTOR SHRACK

Thanked the volunteers who worked the Valley Center Home Show booth this year.

#### PUBLIC WORKS DIRECTOR EGGLESTON

Reported that only 2 live valve installs were needed on Meridian. He also stated that due to the north bound traffic on Meridian shifting to the west side of the street the stoplight at 5<sup>th</sup> and Meridian is having issues with the turn arrow not working. He hopes to be able to just turn off the cameras and have them on a timer. Wilson inquired why the city valves were not able to be shut off along Meridian which necessitated the

need for the live valve installs. Eggleston explained the old valves are over 30 years old and sediments have gotten in the line so that they cannot be shut off completely.

**CITY CLERK/HR DIRECTOR CARRITHERS**

Stated that a conditional offer has been extended for the Utility Billing Specialist.

**CITY ADMINISTRATOR CLARK**

Gave an update regarding the progress in the TIF district. Work on the development is progressing rapidly. It was held up getting all the approvals from the CORE. 13-14 permits for Prairie Lakes Phase 3 have been issued. Phase 4 approved earlier will open up additional 42-45 lots. Negotiations are underway for the 170 lots on the north end of the TIF district in the Trails End development.

**GOVERNING BODY REPORTS-**

**MAYOR TRUMAN**

Volunteered and worked in the booth at the Home Show and was encouraged by the interest in Valley Center by both developers and citizens.

**COUNCILMEMBER COLBERT**

Stated that the State legislature is talking about (RHID) a Rural Housing Incentive Development program which is similar to a TIF.

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

**ADJOURN -**

**The meeting adjourned at 9:03 PM.**

---

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

**ADMINISTRATION AGENDA**  
**RECOMMENDED ACTION**

**A. MINUTES:**

**RECOMMENDED ACTION:**

**Staff recommends motion to approve the minutes of the March 19, 2024, Regular Council Meeting as presented/ amended.**

## **PRESENTATIONS / PROCLAMATIONS**

- Jacob Culver-Utilities Manager
- McGown Gordon Recreation Center Update
- PEC Water Master Plan Update

## **PUBLIC FORUM**

## **APPOINTMENTS**

- Valley Center Public Library – Amy Heilman (term ending April 2028)
- Planning and Zoning Board Appointments
  - Paul Spranger (Reappointment with term ending April 2027)
  - Rick Shellenbarger (Reappointment with term ending April 2027)

## **OLD BUSINESS**

# McCownGordon Construction

## PROJECT UPDATE

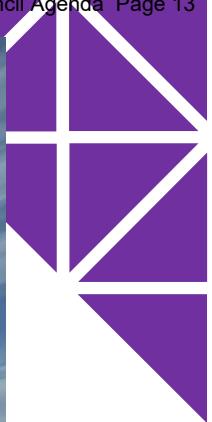
*Valley Center Recreation & Aquatics*

*March 07, 2024*

### SUMMARY

We took full advantage of the favorable weather in the month of February, completing all our building slab on grade and have made great progress on the erection of the Pre-engineered Metal Building. We also have mobilized at Lions Park to start work on the addition of the Splash Pad!





• Pre-Engineered Metal Building





- Prep and pour the South Parking Lot





- The next 90 days...
  - Continue to avoid as much inclement weather as possible!
  - Splash Pad work inclusive of rough grade and underground work.
  - On-going planning and prep for new trades coming on-site.
  - PEMB walls panels and rough-in in preparation for active work on the pool!!!



**NEW BUSINESS**

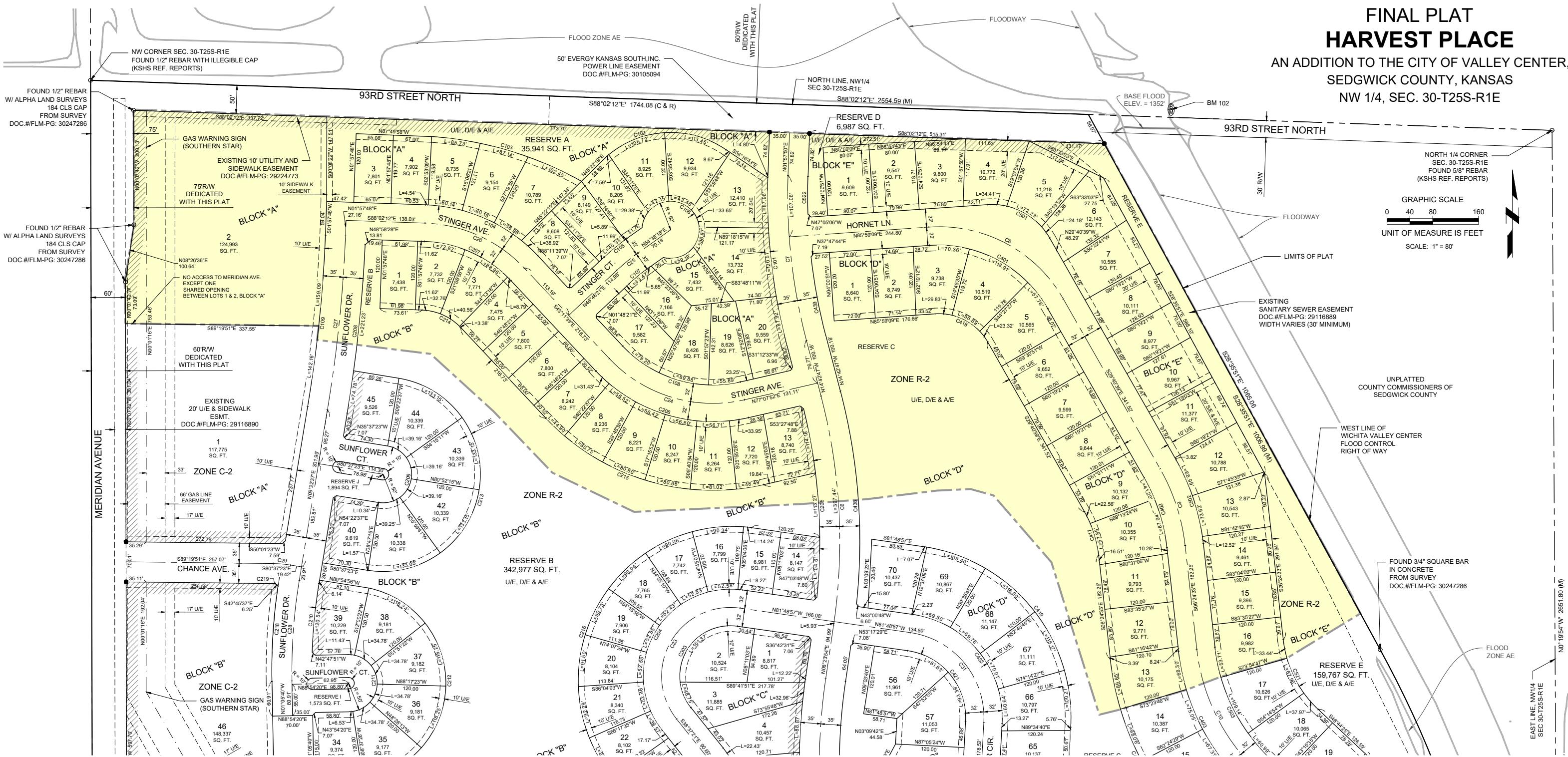
**A. RESOLUTION 750-24; OVERALL DRAINAGE IMPROVEMENTS - HARVEST PLACE:**

Jake Vasa, SEH and representatives from Gilmore and Bell will present Resolutions 750-24 through 754-24 authorizing and providing for the construction and financing of the improvements located in the Harvest Place subdivision.

- Map of area
- Petition for improvements
- Resolution 750-24

# FINAL PLAT **HARVEST PLACE**

AN ADDITION TO THE CITY OF VALLEY CENTER,  
SEDGWICK COUNTY, KANSAS  
NW 1/4, SEC. 30-T25S-R1E



THIS PETITION MAP IS FOR PAVING, SANITARY SEWER, WATER, AND STORM SEWER. ADDITIONALLY THE GRADING, CULVERTS, AND DRAINAGE IMPROVEMENTS WILL INCLUDE ALL LOTS IN THE ADDITION, EXCEPT LOT 2, BLOCK F.

# HARVEST PLACE PHASE I PETITION MAP VALLEY CENTER, KS

**DRAINAGE PETITION**  
**(HARVEST PLACE – OVERALL SITE DRAINAGE)**

To the Mayor and City Council  
 City of Valley Center, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Lots 1-20, Block A; Lots 1-46, Block B; Lots 1-15, Block C; Lots 1-70, Block D; Lots 1-56, Block E; Lots 1 & 3, Block F; all in Harvest Place, an Addition to Valley Center, Sedgwick County, Kansas.

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as follows:

- (a) That there be constructed drainage improvements to serve the Improvement District (the “Improvements”), to be constructed with plans and specifications to be furnished by the undersigned to the City Engineer of the City of Valley Center, Kansas.
- (b) That the estimated and probable cost of the Improvements are two-million dollars (\$2,000,000). Said estimated cost is hereby increased at the pro rata of 1 percent per month from and after March 19, 2024.
- (c) The extent of the improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Lots 1-20, Block A; Lots 1-46, Block B; Lots 1-15, Block C; Lots 1-70, Block D; Lots 1-56, Block E; Lots 1 & 3, Block F; all in Harvest Place, an Addition to Valley Center, Sedgwick County, Kansas.

- (d) That the method of assessment for which the improvement district shall be liable shall be on a fractional basis:
  - Lots 3-20, Block A; Lots 1-45, Block B, and Lots 1-15, Block C, all in Harvest Place, an addition to Valley Center, Kansas, each lot shall pay 1 share.
  - Lots 1-70, Block D; Lots 1-56, Block E all in Harvest Place, an addition to Valley Center, Kansas, each lot shall pay 1.33 shares.
  - Lots 1 & 2, Block A; Lot 46, Block B; Lots 1 & 3, Block F all in Harvest Place, an addition to Valley Center, Kansas, each lot shall pay 23.33 shares.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

- (e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If this Improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this Improvement under the authority of this petition, any costs that the City of Valley Center incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the Improvement is abandoned at any state during the design and/or construction of the Improvement or if it is necessary for the City of Valley Center to redesign, repair or reconstruct the Improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvement shall be assessed to the property described above in accordance with the terms of this petition.

2. It is requested that the Improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LOU ROBELL

OWNER



3-15-24

SIGNATURE

DATE

LEGAL DESCRIPTION

Lots 1-20, Block A; Lots 1-46, Block B; Lots 1-15, Block C; Lots 1-70, Block D; Lots 1-56, Block E; all in Harvest Place, an Addition to Valley Center, Sedgwick County, Kansas.

CITY OF VALLEY CENTER

OWNER

SIGNATURE

DATE

LEGAL DESCRIPTION

Lots 1 & 3, Block F; all in Harvest Place, an Addition to Valley Center, Sedgwick County, Kansas.

Gilmore & Bell, P.C.  
03/22/2024

(Published in *The Ark Valley News* on April 11, 2024)

**RESOLUTION NO. 750-24**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF VALLEY CENTER, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (OVERALL SITE DRAINAGE IMPROVEMENTS- HARVEST PLACE).**

---

**WHEREAS**, a petition (the “Petition”) was filed with the City Clerk of the City of Valley Center, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City-at-large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*; and

**WHEREAS**, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of K.S.A. 12-6a01 *et seq.* (the “Act”).

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

**Section 1. Findings of Advisability.** The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the “Improvements”):

Construct drainage improvements to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$2,000,000; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

(c) The extent of the improvement district (the “Improvement District”) to be assessed for the cost of the Improvements is:

Lots 1-20, Block A; Lots 1-46, Block B; Lots 1-15, Block C; Lots 1-70, Block D; Lots 1-56, Block E; Lots 1 & 3, Block F; all in Harvest Place, an Addition to Valley Center, Sedgwick County, Kansas.

(d) The method of assessment is based on a fractional basis as described below:

Lots 3-20, Block A; Lots 1-45, Block B, and Lots 1-15, Block C, all in Harvest Place, an addition to Valley Center, Kansas: each lot shall pay 1 share.

Lots 1-70, Block D; Lots 1-56, Block E all in Harvest Place, an addition to Valley Center, Kansas: each lot shall pay 1.33 shares.

Lots 1 & 2, Block A; Lot 46, Block B; Lots 1 & 3, Block F all in Harvest Place, an addition to Valley Center, Kansas: each lot shall pay 23.33 shares.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

**Section 2. Authorization of Improvements.** The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in **Section 1** of this Resolution.

**Section 3. Bond Authority; Reimbursement.** The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

**Section 4. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the governing body of the City on April 2, 2024.

(SEAL)

By: \_\_\_\_\_  
Name: James E. Truman  
Title: Mayor

ATTEST:

By: \_\_\_\_\_  
Name: Kristi Carrithers  
Title: City Clerk

### **CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on April 2, 2024, as the same appears of record in my office.

DATED: April 2, 2024.

By: \_\_\_\_\_  
Name: Kristi Carrithers  
Title: City Clerk

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

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

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion to adopt Resolution 750-24, authorizing construction and financing overall drainage improvements to the Harvest Place Subdivision.**

**NEW BUSINESS**

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

Jake Vasa, SEH and representatives from Gilmore and Bell will present Resolutions 750-24 through 754-24 authorizing and providing for the construction and financing of the improvements located in the Harvest Place subdivision.

- Petition for improvements
- Resolution 751-24

**DRAINAGE PETITION**  
**(HARVEST PLACE - PHASE 1)**

To the Mayor and City Council  
 City of Valley Center, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Lots 2-20, Block A; Lots 1-13, Block B; Lots 1-13, Block D; Lots 1-16, Block E; all in Harvest Place, an Addition to Valley Center, Sedgwick County, Kansas.

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as follows:

- (a) That there be constructed drainage improvements to serve the Improvement District (the "Improvements"), to be constructed with plans and specifications to be furnished by the undersigned to the City Engineer of the City of Valley Center, Kansas.
- (b) That the estimated and probable cost of the Improvements are three-hundred and fifty thousand dollars (\$350,000). Said estimated cost is hereby increased at the pro rata of 1 percent per month from and after March 19, 2024.
- (c) The extent of the improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 2-20, Block A; Lots 1-13, Block B; Lots 1-13, Block D; Lots 1-16, Block E; all in Harvest Place, an Addition to Valley Center, Sedgwick County, Kansas.

- (d) That the method of assessment for which the improvement district shall be liable shall be on a fractional basis:
  - Lots 3-20, Block A; Lots 1-13, Block B, all in Harvest Place, an addition to Valley Center, Kansas, each lot shall pay 1.0 share.
  - Lots 1-13, Block D; Lots 1-16, Block E all in Harvest Place, an addition to Valley Center, Kansas, each lot shall pay 1.5 shares.
  - Lot 2, Block A in Harvest Place, an addition to Valley Center, Kansas, each lot shall pay 2.0 shares.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

- (e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If this Improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this Improvement under the authority of this petition, any costs that the City of Valley Center incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the Improvement is abandoned at any state during the design and/or construction of the Improvement or if it is necessary for the City of Valley Center to redesign, repair or reconstruct the Improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvement shall be assessed to the property described above in accordance with the terms of this petition.

2. It is requested that the Improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LOU ROBELLI  
OWNER

*Lou Robelli* 3-15-24  
SIGNATURE

DATE

LEGAL DESCRIPTION

Lots 2-20, Block A; Lots 1-13, Block B; Lots 1-13, Block D; Lots 1-16, Block E; all in Harvest Place, an Addition to Valley Center, Sedgwick County, Kansas.

Gilmore & Bell, P.C.  
03/22/2024

(Published in *The Ark Valley News* on April 11, 2024)

**RESOLUTION NO. 751-24**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF VALLEY CENTER, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (DRAINAGE IMPROVEMENTS-PHASE 1/HARVEST PLACE).**

---

**WHEREAS**, a petition (the “Petition”) was filed with the City Clerk of the City of Valley Center, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City-at-large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*; and

**WHEREAS**, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of K.S.A. 12-6a01 *et seq.* (the “Act”).

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

**Section 1. Findings of Advisability.** The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the “Improvements”):

Construct drainage improvements to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$350,000; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

(c) The extent of the improvement district (the “Improvement District”) to be assessed for the cost of the Improvements is:

Lots 2-20, Block A; Lots 1-13, Block B; Lots 1-13, Block D; Lots 1-16, Block E; all in Harvest Place, an Addition to Valley Center, Sedgwick County, Kansas.

(d) The method of assessment is based on a fractional basis as described below:

Lots 3-20, Block A; Lots 1-13, Block B, all in Harvest Place, an addition to Valley Center, Kansas: each lot shall pay 1.0 share.

Lots 1-13, Block D; Lots 1-16, Block E all in Harvest Place, an addition to Valley Center, Kansas: each lot shall pay 1.5 shares.

Lot 2, Block A in Harvest Place, an addition to Valley Center, Kansas: each lot shall pay 2.0 shares.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

**Section 2. Authorization of Improvements.** The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in **Section 1** of this Resolution.

**Section 3. Bond Authority; Reimbursement.** The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

**Section 4. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the governing body of the City on April 2, 2024.

(SEAL)

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

Name: James E. Truman

Title: Mayor

ATTEST:

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

Name: Kristi Carrithers

Title: City Clerk

### **CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on April 2, 2024, as the same appears of record in my office.

DATED: April 2, 2024.

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

Name: Kristi Carrithers

Title: City Clerk

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

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

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion to adopt Resolution 751-24, authorizing construction and financing drainage improvements to the Harvest Place Subdivision.**

**NEW BUSINESS**

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

Jake Vasa, SEH and representatives from Gilmore and Bell will present Resolutions 750-24 through 754-24 authorizing and providing for the construction and financing of the improvements located in the Harvest Place subdivision.

- Petition for improvements
- Resolution 752-24

**PAVING PETITION**  
**(HARVEST PLACE - PHASE 1)**

To the Mayor and City Council  
 City of Valley Center, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Lots 2-20, Block A; Lots 1-13, Block B; Lots 1-13, Block D; Lots 1-16, Block E; all in Harvest Place, an Addition to Valley Center, Sedgwick County, Kansas.

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as follows:

- (a) That there be constructed paving improvements to serve the Improvement District (the "Improvements"), to be constructed with plans and specifications to be furnished by the undersigned to the City Engineer of the City of Valley Center, Kansas.
- (b) That the estimated and probable cost of the Improvement are one million and two-hundred thousand dollars (\$1,200,000). Said estimated cost is hereby increased at the pro rata of 1 percent per month from and after March 19, 2024.
- (c) The extent of the improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 2-20, Block A; Lots 1-13, Block B; Lots 1-13, Block D; Lots 1-16, Block E; all in Harvest Place, an Addition to Valley Center, Sedgwick County, Kansas.

- (d) That the method of assessment for which the improvement district shall be liable shall be on a fractional basis:
  - Lots 3-20, Block A; Lots 1-13, Block B, all in Harvest Place, an addition to Valley Center, Kansas, each lot shall pay 1.0 share.
  - Lots 1-13, Block D; Lots 1-16, Block E all in Harvest Place, an addition to Valley Center, Kansas, each lot shall pay 1.5 shares.
  - Lot 2, Block A in Harvest Place, an addition to Valley Center, Kansas, each lot shall pay 2.0 shares.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

- (e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If this Improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this Improvement under the authority of this petition, any costs that the City of Valley Center incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the Improvement is abandoned at any state during the design and/or construction of the Improvement or if it is necessary for the City of Valley Center to redesign, repair or reconstruct the Improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvement shall be assessed to the property described above in accordance with the terms of this petition.

2. It is requested that the Improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LOU ROBELLI  
OWNER

*Lou Robelli*  
SIGNATURE

3-15-24  
DATE

LEGAL DESCRIPTION

Lots 2-20, Block A; Lots 1-13, Block B; Lots 1-13, Block D; Lots 1-16, Block E; all in Harvest Place, an Addition to Valley Center, Sedgwick County, Kansas.

Gilmore & Bell, P.C.  
03/22/2024

(Published in *The Ark Valley News* on April 11, 2024)

**RESOLUTION NO. 752-24**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF VALLEY CENTER, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS-PHASE 1/HARVEST PLACE).**

---

**WHEREAS**, a petition (the “Petition”) was filed with the City Clerk of the City of Valley Center, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City-at-large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*; and

**WHEREAS**, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of K.S.A. 12-6a01 *et seq.* (the “Act”).

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

**Section 1. Findings of Advisability.** The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the “Improvements”):

Construct paving improvements to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$1,200,000; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

(c) The extent of the improvement district (the “Improvement District”) to be assessed for the cost of the Improvements is:

Lots 2-20, Block A; Lots 1-13, Block B; Lots 1-13, Block D; Lots 1-16, Block E; all in Harvest Place, an Addition to Valley Center, Sedgwick County, Kansas.

(d) The method of assessment is based on a fractional basis as described below:

Lots 3-20, Block A; Lots 1-13, Block B, all in Harvest Place, an addition to Valley Center, Kansas: each lot shall pay 1.0 share.

Lots 1-13, Block D; Lots 1-16, Block E all in Harvest Place, an addition to Valley Center, Kansas: each lot shall pay 1.5 shares.

Lot 2, Block A in Harvest Place, an addition to Valley Center, Kansas: each lot shall pay 2.0 shares.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

**Section 2. Authorization of Improvements.** The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in **Section 1** of this Resolution.

**Section 3. Bond Authority; Reimbursement.** The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

**Section 4. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the governing body of the City on April 2, 2024.

(SEAL)

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

Name: James E. Truman

Title: Mayor

ATTEST:

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

Name: Kristi Carrithers

Title: City Clerk

### **CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on April 2, 2024, as the same appears of record in my office.

DATED: April 2, 2024.

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

Name: Kristi Carrithers

Title: City Clerk

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

**C. RESOLUTION 752-24; PAVING IMPROVEMENTS -HARVEST PLACE**

Should Council choose to proceed,

**RECOMMENDED ACTION:**

Staff recommends motion to adopt Resolution 752-24, authorizing construction and financing paving improvements to the Harvest Place Subdivision.

**NEW BUSINESS**

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

Jake Vasa, SEH and representatives from Gilmore and Bell will present Resolutions 750-24 through 754-24 authorizing and providing for the construction and financing of the improvements located in the Harvest Place subdivision.

- Petition for improvements
- Resolution 753-24

**SANITARY SEWER PETITION**  
**(HARVEST PLACE - PHASE 1)**

To the Mayor and City Council  
 City of Valley Center, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Lots 2-20, Block A; Lots 1-13, Block B; Lots 1-13, Block D; Lots 1-16, Block E; all in Harvest Place, an Addition to Valley Center, Sedgwick County, Kansas.

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as follows:

- (a) That there be constructed sanitary sewer improvements to serve the Improvement District (the "Improvements"), to be constructed with plans and specifications to be furnished by the undersigned to the City Engineer of the City of Valley Center, Kansas.
- (b) That the estimated and probable cost of the Improvement are six- hundred thousand dollars (\$600,000). Said estimated cost is hereby increased at the pro rata of 1 percent per month from and after March 19, 2024.
- (c) The extent of the improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 2-20, Block A; Lots 1-13, Block B; Lots 1-13, Block D; Lots 1-16, Block E; all in Harvest Place, an Addition to Valley Center, Sedgwick County, Kansas.

- (d) That the method of assessment for which the improvement district shall be liable shall be on a fractional basis:
  - Lots 3-20, Block A; Lots 1-13, Block B, all in Harvest Place, an addition to Valley Center, Kansas, each lot shall pay 1.0 share.
  - Lots 1-13, Block D; Lots 1-16, Block E all in Harvest Place, an addition to Valley Center, Kansas, each lot shall pay 1.5 shares.
  - Lot 2, Block A in Harvest Place, an addition to Valley Center, Kansas, each lot shall pay 2.0 shares.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

- (e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement

District and 0% to be paid by the City-at-large.

If this Improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this Improvement under the authority of this petition, any costs that the City of Valley Center incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the Improvement is abandoned at any state during the design and/or construction of the Improvement or if it is necessary for the City of Valley Center to redesign, repair or reconstruct the Improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvement shall be assessed to the property described above in accordance with the terms of this petition.

2. It is requested that the Improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LOU ROBELLI  
OWNER

*Lou Robelli*  
SIGNATURE

3-15-24  
DATE

LEGAL DESCRIPTION

Lots 2-20, Block A; Lots 1-13, Block B; Lots 1-13, Block D; Lots 1-16, Block E; all in Harvest Place, an Addition to Valley Center, Sedgwick County, Kansas.

Gilmore & Bell, P.C.  
03/22/2024

(Published in *The Ark Valley News* on April 11, 2024)

**RESOLUTION NO. 753-24**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF VALLEY CENTER, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS-PHASE 1/HARVEST PLACE).**

---

**WHEREAS**, a petition (the “Petition”) was filed with the City Clerk of the City of Valley Center, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City-at-large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*; and

**WHEREAS**, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of K.S.A. 12-6a01 *et seq.* (the “Act”).

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

**Section 1. Findings of Advisability.** The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the “Improvements”):

Construct sanitary sewer improvements to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$600,000; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

(c) The extent of the improvement district (the “Improvement District”) to be assessed for the cost of the Improvements is:

Lots 2-20, Block A; Lots 1-13, Block B; Lots 1-13, Block D; Lots 1-16, Block E; all in Harvest Place, an Addition to Valley Center, Sedgwick County, Kansas.

(d) The method of assessment is based on a fractional basis as described below:

Lots 3-20, Block A; Lots 1-13, Block B, all in Harvest Place, an addition to Valley Center, Kansas: each lot shall pay 1.0 share.

Lots 1-13, Block D; Lots 1-16, Block E all in Harvest Place, an addition to Valley Center, Kansas: each lot shall pay 1.5 shares.

Lot 2, Block A in Harvest Place, an addition to Valley Center, Kansas: each lot shall pay 2.0 shares.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

**Section 2. Authorization of Improvements.** The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in **Section 1** of this Resolution.

**Section 3. Bond Authority; Reimbursement.** The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

**Section 4. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the governing body of the City on April 2, 2024.

(SEAL)

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

Name: James E. Truman

Title: Mayor

ATTEST:

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

Name: Kristi Carrithers

Title: City Clerk

### **CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on April 2, 2024, as the same appears of record in my office.

DATED: April 2, 2024.

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

Name: Kristi Carrithers

Title: City Clerk

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

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

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion to adopt Resolution 753-24, authorizing construction and financing sanitary sewer improvements to the Harvest Place Subdivision.**

**NEW BUSINESS**

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

Jake Vasa, SEH and representatives from Gilmore and Bell will present Resolutions 750-24 through 754-24 authorizing and providing for the construction and financing of the improvements located in the Harvest Place subdivision

- Petition for improvements
- Resolution 754-24

**WATER PETITION**  
**(HARVEST PLACE - PHASE 1)**

To the Mayor and City Council  
 City of Valley Center, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Lots 2-20, Block A; Lots 1-13, Block B; Lots 1-13, Block D; Lots 1-16, Block E; all in Harvest Place, an Addition to Valley Center, Sedgwick County, Kansas.

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as follows:

- (a) That there be constructed water improvements to serve the Improvement District (the “Improvements”), to be constructed with plans and specifications to be furnished by the undersigned to the City Engineer of the City of Valley Center, Kansas.
- (b) That the estimated and probable cost of the Improvement are four- hundred and fifty thousand dollars (\$450,000). Said estimated cost is hereby increased at the pro rata of 1 percent per month from and after March 19, 2024.
- (c) The extent of the improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Lots 2-20, Block A; Lots 1-13, Block B; Lots 1-13, Block D; Lots 1-16, Block E; all in Harvest Place, an Addition to Valley Center, Sedgwick County, Kansas.

- (d) That the method of assessment for which the improvement district shall be liable shall be on a fractional basis:
  - Lots 3-20, Block A; Lots 1-13, Block B, all in Harvest Place, an addition to Valley Center, Kansas, each lot shall pay 1.0 share.
  - Lots 1-13, Block D; Lots 1-16, Block E all in Harvest Place, an addition to Valley Center, Kansas, each lot shall pay 1.5 shares.
  - Lot 2, Block A in Harvest Place, an addition to Valley Center, Kansas, each lot shall pay 2.0 shares.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

- (e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If this Improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this Improvement under the authority of this petition, any costs that the City of Valley Center incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the Improvement is abandoned at any state during the design and/or construction of the Improvement or if it is necessary for the City of Valley Center to redesign, repair or reconstruct the Improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvement shall be assessed to the property described above in accordance with the terms of this petition.

2. It is requested that the Improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LOU ROBELL  
OWNER

*Lou Robell*  
SIGNATURE

3-15-24  
DATE

LEGAL DESCRIPTION

Lots 2-20, Block A; Lots 1-13, Block B; Lots 1-13, Block D; Lots 1-16, Block E; all in Harvest Place, an Addition to Valley Center, Sedgwick County, Kansas.

Gilmore & Bell, P.C.  
03/22/2024

(Published in *The Ark Valley News* on April 11, 2024)

**RESOLUTION NO. 754-24**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF VALLEY CENTER, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER IMPROVEMENTS-PHASE 1/HARVEST PLACE).**

---

**WHEREAS**, a petition (the “Petition”) was filed with the City Clerk of the City of Valley Center, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City-at-large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*; and

**WHEREAS**, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of K.S.A. 12-6a01 *et seq.* (the “Act”).

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

**Section 1. Findings of Advisability.** The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the “Improvements”):

Construct water improvements to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$450,000; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

(c) The extent of the improvement district (the “Improvement District”) to be assessed for the cost of the Improvements is:

Lots 2-20, Block A; Lots 1-13, Block B; Lots 1-13, Block D; Lots 1-16, Block E; all in Harvest Place, an Addition to Valley Center, Sedgwick County, Kansas.

(d) The method of assessment is based on a fractional basis as described below:

Lots 3-20, Block A; Lots 1-13, Block B, all in Harvest Place, an addition to Valley Center, Kansas: each lot shall pay 1.0 share.

Lots 1-13, Block D; Lots 1-16, Block E all in Harvest Place, an addition to Valley Center, Kansas: each lot shall pay 1.5 shares.

Lot 2, Block A in Harvest Place, an addition to Valley Center, Kansas: each lot shall pay 2.0 shares.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

**Section 2. Authorization of Improvements.** The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in **Section 1** of this Resolution.

**Section 3. Bond Authority; Reimbursement.** The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

**Section 4. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the governing body of the City on April 2, 2024.

(SEAL)

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

Name: James E. Truman

Title: Mayor

ATTEST:

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

Name: Kristi Carrithers

Title: City Clerk

### **CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on April 2, 2024, as the same appears of record in my office.

DATED: April 2, 2024.

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

Name: Kristi Carrithers

Title: City Clerk

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

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

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion to adopt Resolution 754-24, authorizing construction and financing water improvements to the Harvest Place Subdivision.**

**NEW BUSINESS**

**F. APPROVAL INFRASTRUCTURE AGREEMENT WITH  
MCCULLOUGH FOR PRAIRIE LAKES PHASE IV:**

Jake Vasa-SEH will present infrastructure agreement with McCullough Excavation, Inc. for improvements which include final grading of a single-family residential development with sanitary sewer, storm sewer, water main, paving, sidewalks, and erosion control, and final stabilization items.

- Agreement with McCullough Excavation Inc.

**DOCUMENT 00 52 00****STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE**

**THIS AGREEMENT** is by and between the CITY OF VALLEY CENTER  
(Owner) and McCullough Excavation, Inc. (Contractor).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Prairie Lakes Phase IV Improvements  
Valley Center, Kansas  
ARTBU 172223

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Final grading of a single family residential development with sanitary sewer, storm sewer, water main, paving, sidewalks, and erosion control, and final stabilization items.

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by Short Elliott Hendrickson Inc. (SEH®).

3.02 The Owner has retained SEH (Engineer) to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before September 15, 2024, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 15, 2024.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$700 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$700 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### 4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

### ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the price of: \$1,277,594.90 GROUP A-D, ALTERNATE BID.

### ARTICLE 6 – PAYMENT PROCEDURES

#### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

#### 6.02 *Progress Payments; Retainage*

- A. Subject to the provisions of SC-15.01.C, Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications of Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract:
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
    - a. 95 percent of Work completed (with the balance being retainage).
    - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

6.04 *Interest*

All amounts not paid when due shall bear interest at the commercial prime rate in effect on the date payment becomes due.

**ARTICLE 7 – CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. Addenda (numbers 00 00 1\_\_ to 00 00 1\_\_, inclusive).
  - 2. This Agreement (pages 00 52 00-1 to 00 52 00-6, inclusive).
  - 3. Performance Bond (Document 00 61 13).
  - 4. Payment Bond (Document 00 61 14).
  - 5. General Conditions (pages 00 72 00-1 to 00 72 00-66, inclusive).
  - 6. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-8, inclusive).
  - 7. Specifications as listed in the table of contents of the Project Manual.
  - 9. The Drawings listed in the index located on Drawing Sheet 1.
  - 10. Exhibits to this Agreement (enumerated as follows).
    - a. Contractor's Bid (Document 00 41 00).
    - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_ to \_\_\_\_, inclusive).
    - c. Certificate of Insurance.
  - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Field Order(s).
    - c. Work Change Directive(s).
    - d. Change Order(s).
- B. The documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

### 8.01 Contractor's Representations

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

### 8.02 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## ARTICLE 9 – MISCELLANEOUS

### 9.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 9.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CITY OF VALLEY CENTER

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

Title: \_\_\_\_\_

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Giving Notices:

121 S. MERIDIAN

PO BOX 188

VALLEY CENTER, KS 67147

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement).

Designated Representative:

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

CONTRACTOR:

MCCULLOUGH EXCAVATION, INC.

By: Ry McCullough

Title: Vice Pres.

[CORPORATE SEAL]

Attest: Abby Showalter

Title: Project Manager

Address for Giving Notices:

9210 E 34<sup>TH</sup> STREET NORTH

WICHITA, KS 67226

License No. \_\_\_\_\_

(Where Applicable)

Agent for service of process: \_\_\_\_\_

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: Abby Showalter

Title: Project Manager

Address 9210 E 34th St N

Wichita, KS 67226

Phone: 316-634-2199

Email: abby@mcculloughexcavation.com

**END OF DOCUMENT**

## DOCUMENT 00 41 00

## BID FORM

Total Amount of Base Bid \$ 1,177,275.00

Contractor's Name McCullough ExcavationEstimated Start Date 5/15/2024Estimated Completion Date 9/15/2024

**PROJECT IDENTIFICATION:** Prairie Lakes Phase IV Improvements  
 Valley Center, Kansas  
 SEH No. ARTBU 172223

**BIDS TO BE OPENED:** TUESDAY, MARCH 12TH, 2024 @ 1:00 p.m. CST

## TABLE OF ARTICLES

Article 1 – Bid Recipient.....	1
Article 2 – Attachments to this Bid .....	1
Article 3 – Basis of Bid.....	2
Article 4 – Time of Completion.....	4
Article 5 – Bidder's Acknowledgements: Acceptance Period, Instructions, and Receipt of Addenda .....	4
Article 6 – Bidder's Representation and Certifications.....	5
Article 7 – Defined Terms .....	6
Article 8 – Bid Submittal.....	6

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to: Valley Center City Hall  
 121 South Meridian  
 Valley Center, Kansas 67147  
ivasa@sehinc.com  
KCarrithers@valleycenterks.org

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – ATTACHMENTS TO THIS BID**

2.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid Security.
- B. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids.

**ARTICLE 3 – BASIS OF BID**

3.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices:

UNIT PRICE BASE BID					
Item No.	Item Description	Unit of Measure	Approximate Quantity	Unit Price	Amount
<b>GROUP A (DRAINAGE)</b>					
1	MOBILIZATION	LUMP SUM	1.00	61,150.00	61,150.00
2	CONSTRUCTION STAKING	LUMP SUM	1.00	3,300.00	3,300.00
3	COMPACTED FILL (ESTABLISHED QUANTITY)	CUBIC YDS	4,000.00	3.50	14,000.00
4	UNCLASSIFIED EXCAVATION (ESTABLISHED QUANTITY)	CUBIC YDS	1,000.00	16.00	16,000.00
5	EROSION CONTROL	LUMP SUM	1.00	1,395.00	1,395.00
6	TEMPORARY SEEDING	AC	5.25	745.00	3,911.25
7	STORM PIPE, 15" RCP	LIN FT	382.00	58.00	22,156.00
8	STORM PIPE, 24" RCP	LIN FT	917.00	68.00	62,356.00
9	STORM PIPE, 30" RCP	LIN FT	197.00	110.00	21,670.00
10	STORM PIPE END SECTION, 24"	EACH	2.00	1,500.00	3,000.00
11	STORM PIPE END SECTION, 30"	EACH	1.00	1,800.00	1,800.00
12	CURB INLET, TYPE 1 L=5', W=3'	EACH	6.00	5,000.00	30,000.00
13	STORM SEWER MANHOLE, (4')	EACH	3.00	3,000.00	9,000.00
14	BACKYARD INLET	EACH	2.00	6,800.00	13,600.00
15	CURB OPENING APRON	EACH	1.00	300.00	300.00
16	RIP RAP	CUBIC YD	100.00	100.00	10,000.00
17	FILL, SAND (FLUSHED & VIBRATED)	LIN FT	250.00	4.00	1,000.00
<b>GROUP A (DRAINAGE) TOTAL</b>				274,638.25	
<b>GROUP B (SANITARY SEWER)</b>					
1	MOBILIZATION	LUMP SUM	1.00	3,300.00	3,300.00
2	CONSTRUCTION STAKING	LUMP SUM	1.00	8,250.00	8,250.00
3	CONNECT TO EXISTING MANHOLE (CORE DRILL & GROUT)	EACH	1.00	1,100.00	1,100.00
4	CONNECT TO EXISTING 8" PIPE	EACH	1.00	800.00	800.00
5	SANITARY SEWER PIPE, 8" PVC SDR 35	LIN FT	4,428.00	43.00	190,404.00
6	SANITARY SEWER PIPE, 4" PVC SDR 35	LIN FT	994.00	20.00	19,880.00
7	INSTALL 8"X4" WYE	EACH	71.00	70.00	4,970.00
8	SEWER SERVICE CONNECTION TYPE 1	EACH	71.00	700.00	49,700.00
9	STANDARD SAN MANHOLE (4')	EACH	14.00	4,300.00	60,200.00

UNIT PRICE BASE BID					
Item No.	Item Description	Unit of Measure	Approximate Quantity	Unit Price	Amount
10	SANITARY CLEAN-OUT	EACH	3.00	1,800.00	5,400.00
11	AIR TESTING, SAN PIPE	LIN FT	4,428.00	1.50	6,642.00
12	FILL, SAND (FLUSHED & VIRBRATED)	LIN FT	80.00	4.00	320.00
GROUP B (SANITARY SEWER) TOTAL				350,996.00	

UNIT PRICE BASE BID					
Item No.	Item Description	Unit of Measure	Approximate Quantity	Unit Price	Amount
GROUP C (WATER MAIN)					
1	MOBILIZATION	LUMP SUM	1.00	2,600.00	2,600.00
2	CONSTRUCTION STAKING	LUMP SUM	1.00	2,800.00	2,800.00
3	CONNECT TO EXISTING WATER MAIN	EACH	1.00	1,100.00	1,100.00
4	WATER MAIN PIPE, 8" PVC DR 18	LIN FT	1,944.00	40.00	77,760.00
5	GATE VALVE & BOX, 8"	EACH	4.00	2,400.00	9,600.00
6	WATER MAIN REDUCER, 8"X6"	EACH	2.00	150.00	300.00
7	TAPPING SLEEVE & VALVE, 8"x12"	EACH	1.00	6,500.00	6,500.00
8	8"X8" TEE	EACH	2.00	500.00	1,000.00
9	11.25 DEGREE BEND	EACH	3.00	180.00	540.00
10	22.5 DEGREE BEND	EACH	6.00	190.00	1,140.00
11	45 DEGREE BEND	EACH	3.00	200.00	600.00
12	WATER MAIN ADJUSTMENT	LUMP SUM	3.00	3,200.00	9,600.00
13	FIRE HYDRANT ASSEMBLY	EACH	7.00	6,600.00	46,200.00
14	FILL, SAND (FLUSHED & VIRBRATED)	LIN FT	100.00	4.00	400.00
GROUP C (WATER MAIN) TOTAL				160,140.00	
GROUP D (PAVING)					
1	MOBILIZATION	LUMP SUM	1.00	43,500.00	43,500.00
2	CONSTRUCTION STAKING	LUMP SUM	1.00	9,300.00	9,300.00
3	TRAFFIC CONTROL	LUMP SUM	1.00	2,500.00	2,500.00
4	SIGNAGE	LUMP SUM	1.00	6,500.00	6,500.00
5	PAVEMENT MARKINGS	LUMP SUM	1.00	1,500.00	1,500.00
6	5" CONCRETE SIDEWALK	SQ FT	8,921.00	5.25	46,835.25
7	WHEELCHAIR RAMP 5' WIDE	EACH	5.00	1,200.00	6,000.00
8	REINFORCED CRUSHED ROCK BASE	SQ YD	6,995.00	8.50	59,457.50

Bid Form

00 41 00 - 3

ARTBU 172223

## AIA Document A310

## Bid Bond

UNIT PRICE BASE BID					
Item No.	Item Description	Unit of Measure	Approximate Quantity	Unit Price	Amount
9	CONCRETE COMBINED CURB & GUTTER	LIN FT	3,602.00	14.00	50,428.00
10	REINFORCED CONCRETE PAVEMENT, 7" (VALLEY GUTTER)	SQ YD	541.00	72.00	38,952.00
11	AC PAVEMENT, 5" (3" BIT BASE)	SQ YD	5,446.00	23.00	125,258.00
12	INSTALL END BARRICADE	EACH	2.00	650.00	1,300.00
GROUP D (PAVING) TOTAL				391,530.75	
TOTAL BID GROUP A, B, C, & D				1,177,275.00	

GROUP D ALTERNATE (PAVING)					
1	MOBILIZATION	LUMP SUM	1.00	46,600.00	46,600.00
2	CONSTRUCTION STAKING	LUMP SUM	1.00	9,300.00	9,300.00
3	TRAFFIC CONTROL	LUMP SUM	1.00	2,500.00	2,500.00
4	SIGNAGE	LUMP SUM	1.00	6,500.00	6,500.00
5	PAVEMENT MARKINGS	LUMP SUM	1.00	1,500.00	1,500.00
6	5" CONCRETE SIDEWALK	SQ FT	8,921.00	5.65	50,403.65
7	WHEELCHAIR RAMP 5' WIDE	EACH	5.00	875.00	4,375.00
8	REINFORCED CRUSHED ROCK BASE	SQ YD	6,995.00	9.00	62,955.00
9	CONCRETE COMBINED CURB & GUTTER	LIN FT	3,602.00	18.00	64,836.00
10	REINFORCED CONCRETE PAVEMENT, 7" (VALLEY GUTTER)	SQ YD	541.00	61.50	33,271.50
11	PORTLAND CEMENT CONCRETE PAVEMENT, 6"	SQ YD	5,446.00	38.25	208,309.50
GROUP D ALTERNATE (PAVING) TOTAL				490,550.65	
TOTAL BID GROUP A, B, C, & D ALTERNATE				1,276,294.90	

Unit Prices have been computed in accordance with Paragraph 13.03 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

## ARTICLE 4 – TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

## ARTICLE 5 – BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

### 5.01 Bid Acceptance Period

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders. The Bid will remain subject to acceptance for 60 days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

### 5.02 Receipt of Addenda

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date
1	3/7/2024

## ARTICLE 6 – BIDDER'S REPRESENTATION AND CERTIFICATIONS

### 6.01 Bidders Representations

A. In submitting this Bid, Bidder represents that:

1. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents.
2. Bidder has visited the site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.
4. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
5. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, and (3) Bidder's safety precautions and programs.
6. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
8. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
9. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

10. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder certifies that:

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## ARTICLE 7 – DEFINED TERMS

7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions

## ARTICLE 8 – BID SUBMITTAL

8.01 The Bid submitted by:

If Bidder is:

### An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
(Individual's signature)

Doing business as: \_\_\_\_\_

### A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

### A Joint Venture

Bid Form

00 41 00 - 6

ARTBU 172223

**A Corporation**Corporation Name: McCullough Excavation, Inc.

(SEAL)

State of Incorporation: KansasType (General Business, Professional, Service, Limited Liability): GeneralBy: R. McCullough

(Signature - attach evidence of authority to sign)

Name (typed or printed): Ryan McCulloughTitle: Vice President

(CORPORATE SEAL)

Attest: Abby

(Signature of Corporate Secretary)

Date of Qualification to do business in KS is 1/1/85.  
(State Where Project is Located)**Contact Information**Bidder's Business Address: 9210 E. 34th St. N  
Wichita, KS 67226Phone: (316) 634-2199 Facsimile: \_\_\_\_\_ E-mail: abby@mccullough  
excavation.comSubmitted on March 12, 2024.

State Contractor License No. \_\_\_\_\_ (If applicable)

**END OF DOCUMENT**

## THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we McCullough Excavation, Inc.

9210 E. 34th Street North, Wichita, KS 67226

as Principal, hereinafter called the Principal, and Merchants Bonding Company (Mutual)

P.O. Box 14498, Des Moines, IA 50306-3498

a corporation duly organized under the laws of the State of IA

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Valley Center

121 S. Meridian, Valley Center, KS 67147

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Prairie Lakes Phase IV Improvements

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 12th day of March, 2024.

(Witness)

McCullough Excavation, Inc.

(Principal)

(Seal)

By:

(Title)

Ryan McCullough, Vice President

Merchants Bonding Company (Mutual)

(Surety)

(Seal)

By:

(Title)

Clara R. Navarro Abela, Attorney-in-fact



Alycia Hoebener (Witness)

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

**F. APPROVAL INFRASTRUCTURE AGREEMENT WITH  
MCCULLOUGH FOR PRAIRIE LAKES PHASE IV:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion approval 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.**

**NEW BUSINESS**

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

Building Inspector/Code Enforcement Officer Bill Andrews will present the bid tab for 2024 mowing/debris abatement services. Two bids were received by the March 22, 2024, submission deadline.

- Bid Tab

## Bid Tab for 2024 Mowing/Debris Abatement Services

<b>Company Name: Done Right Lawn Care, LLC</b>	
<b>Grade</b>	<b>Proposed Cost/Lot</b>
A	\$75
B	\$125
C	\$175
D	\$200

<b>Company Name: Handy Heart Home Services, LLC</b>	
<b>Grade</b>	<b>Proposed Cost/Lot</b>
A	\$200
B	\$270
C	\$350
D	\$410

**Grade A Abatement** – A property is considered grade A if it is free of all obstructions. Removal of fence panels may be necessary for mowers to operate on the property. Fence panels must be re-attached upon completion. The scope of services for grade A shall only include mowing and trimming of grass and/or weeds higher than eight (8) inches in length. The only equipment required for Grade A properties shall be mowers, trimmers, and edgers.

**Grade B Abatement** – A property is considered grade B if it is free of major obstructions. Removal of fence panels may be necessary for equipment to operate on the property including mowers for grasses higher than 12 inches. Fence panels must be re-attached upon completion. Minor obstructions that cover 1% - 25% of the property.

**Grade C Abatement** – A property is considered grade C if any of the following exists: a moderate amount of debris including metal, lumber, automotive parts, construction material, rocks, concrete, branches, large tree limbs, overgrown shrubberies, vegetation, or other obstacles that may impede services and require mowing of grasses/weeds higher than 12 inches' height. Moderate obstructions that cover 26% - 50% of the property.

**Grade D Abatement** – A property is considered grade D if it has any of the following characteristics: numerous obstructions including but not limited to metal, lumber, automotive parts, rocks, concrete, branches, large tree limbs, construction material significantly impeding equipment, including large mowers for grasses higher than 12 inches in length. Major obstructions that cover 51% or higher of the property.

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

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

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommend approval of Done Right Lawn Care's bid and authorize staff to sign contract with selected contractor.**

**NEW BUSINESS**

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

Based on City Council's scoring, Community Development Director Shrack will present the draft contract to hire Foster Design Associates to help the City create a new ten-year comprehensive plan

- Contract with Foster Design Associates

# AGREEMENT

## between Foster Design Associates LLC of Wichita, Kansas and the City of Valley Center, Kansas

---

The parties to this agreement are the **City of Valley Center, Kansas** (City), and **Foster Design Associates LLC** (FDA), of Wichita, Kansas.

The City desires to engage FDA to update the current **Comprehensive Development Plan** for the City of Valley Center and its Planning Area, with a Scope of Services as described in Appendix A.

FDA is ready and willing to provide the services described in this Agreement for the City. The City hereby agrees to engage FDA, and FDA agrees to perform the services described in the Scopes of Services.

This Agreement includes the following Appendix:

- Appendix A: Scope of Services for Comprehensive Development Plan

The City of Valley Center and Foster Design Associates LLC mutually agree to the following:

1. **Scope of Service** – FDA shall perform and carry out in a satisfactory manner the tasks described in Scope of Services A appended to this Agreement.
2. **Personnel** – Professional planning services will be provided by David W. Foster, acting for FDA, and by other qualified staff persons under his supervision. Debra J. Foster will provide coordination throughout the project to provide draft and final materials to the City.
3. **Time of Performance** – An eight (8) month schedule will be drafted to coordinate with the regular meeting schedules of involved groups. Special meetings, however, may be necessary due to conflicts with local events or other unknown scheduling factors.

FDA shall not be responsible or held liable for delays occasioned by the actions or inactions of the City or other agencies, or for other unavoidable delays beyond the control of FDA. An extension of time shall be granted FDA for delays recognized by the City as unavoidable.

4. **Compensation** – Consultant fees for services noted in Appendix A (Scope of Services for Comprehensive Development Plan) **will not exceed \$28,000**. Services will be billed at current hourly rates noted below. **Reimbursable expenses** are billed at cost in addition to Consultant fees for services. Reimbursable expenses are estimated at \$160 for printing and \$525 for 15 bound paper copies of the adopted comprehensive plan. We suggest the City consider printing of the Plan document to take advantage of its tax exempt status.

### Standard Hourly Rates

David Foster, Chief Landscape Architect & Planner	\$80
Debra Foster, Graduate Architect / Planner	\$70
CAD Technician/Graphic Artist	\$65

# AGREEMENT

## between Foster Design Associates LLC of Wichita, Kansas and the City of Valley Center, Kansas

---

5. **Method and Schedule of Payment** — FDA will provide the City periodically with a statement for services rendered. The City agrees to pay FDA within thirty (30) days after receipt of the statement.
6. **Assignability** — FDA shall not assign or transfer any interest in this Agreement without the prior consent of the City.
7. **Termination of Agreement for Cause** — If FDA fails to fulfill in a timely and proper manner their obligations under this Agreement, or if FDA violates any of the provisions and stipulations of this Agreement, the City shall then have the right to terminate this Agreement by giving written notice to FDA, at least fifteen (15) days prior to the effective date of termination. In that event all finished or unfinished documents or data assembled or prepared by FDA under this Agreement shall become the City's property, and FDA shall be proportionately and reasonably compensated for services which were performed satisfactorily prior to the effective date of termination.
8. **Conflict of Interest** — FDA covenants that the personnel engaged on this project have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. FDA further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
9. **Findings Confidentiality** — Any reports, information, maps, etc., given to or prepared or assembled by FDA under this Agreement, which the City requests to be kept confidential, shall not be made available to any individual or organization by FDA without prior approval of the City.
10. **Copyright** — No reports, maps or other documents produced for the Valley Center Comprehensive Development Plan update in whole or in part under this Agreement shall be copyrighted by or on behalf of FDA.
11. **Supplemental Services** — If the City requires changes in the Scope of Services for this Agreement, FDA will be given written notice by the City, along with a request for an estimate of the fee increase necessary for performance of the additional work. No additional work shall be performed nor shall additional compensation be paid, except on the basis of a Supplemental Agreement duly entered into by both parties.
12. **Effective Date** — This Agreement becomes effective on the date this Agreement is executed by signature below.
13. This Agreement constitutes the entire agreement between the parties and supersedes all prior verbal discussions and written contracts between the parties on the subject matters addressed herein. No representations on the subject matters addressed herein have been made other than those set forth herein. The provisions of this Agreement are severable and if any part of it is found to be unenforceable, the other sections shall remain fully valid and enforceable.

---

# AGREEMENT

between **Foster Design Associates LLC** of Wichita, Kansas  
and the **City of Valley Center, Kansas**

---

14. Both parties to this Agreement understand, acknowledge, and agree that this is a binding agreement and contract upon the parties, their legal representatives, successors or assigns of the parties hereto. Neither party may assign their rights, duties and responsibilities under this Agreement without the express written consent of the other party hereto.

The individuals executing this contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS THEREOF the City of Valley Center and Foster Design Associates LLC have executed this Agreement as of April \_\_\_\_\_, 2024.

**FOSTER DESIGN ASSOCIATES LLC**  
Landscape Architecture & Planning

By:



David W. Foster, PLA, ASLA, APA  
President

**CITY OF VALLEY CENTER, KANSAS**

By:

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

ATTEST:

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

**AGREEMENT**

*between Foster Design Associates LLC  
and the City of Valley Center, Kansas*

**APPENDIX A**  
**SCOPE OF SERVICES**  
for Comprehensive Development Plan

This Scope of Services is appended to an Agreement between the City of Valley Center, Kansas and Foster Design Associates LLC of Wichita, Kansas.

**SECTION A – General Objectives of the Scope of Services**

1. FDA will develop a ten-year Comprehensive Plan for the City of Valley Center and its Planning Area, utilizing information where appropriate from the City's existing Comprehensive Plan. The Plan will be clearly written and compliant with State statutes.
2. Areas for potential City growth will be identified.

**SECTION B – Planning Area and Planning Period**

1. The extent of the City's Planning Area will be reviewed. It is likely that the existing Planning Area will remain the same. Delineating a Planning Area does not create a regulatory boundary. The City's Urban Area of Influence will be reviewed.
2. The Planning Period for the Valley Center Comprehensive Development Plan shall be for a ten-year period, from 2025 through 2035.

**SECTION C – Comprehensive Plan Work Tasks by FDA**

1. **Existing Land Use Update** The first step in updating Valley Center's Land Use Plan is to map existing land use patterns in the City and its Planning Area. CAD files will be downloaded from the County GIS website, to serve as a base map that is compatible with all other GIS-based maps. Land uses will be determined by a review of parcel data from the County Appraiser's Office website, in combination with an examination of aerial photos and street view images that are readily available on the web. Land use mapping from the current Comprehensive Plan will be referenced. A review of the draft map by City staff will provide the local expertise to assure that land use categorizations on the final map are current and accurate.

Acres and percentages of each land use category are then calculated, and the existing land use patterns are analyzed.

2. **Data Collection & Analysis** Review the City's existing Comprehensive Plan, and other relevant planning documents. These other documents shall be reviewed for compatibility with the Valley Center City Comprehensive Plan. Provide a set of specialized Data Collection Forms for City staff and other knowledgeable individuals to complete, to assemble information on selected elements of the Plan such as community facilities; incorporate information from the Data Forms into the Plan report. Provide sample questions, produce the master copy of the Community Questionnaire form, and provide technical assistance in conducting a survey; tally and entabulate the results, and incorporate those tables into the Plan report. Analyze the most recently available information on Valley Center from a wide variety of other federal, state, and local sources.

**AGREEMENT**

*between Foster Design Associates LLC  
and the City of Valley Center, Kansas*

**APPENDIX A**  
**SCOPE OF SERVICES**  
for Comprehensive Development Plan

3. **Community Engagement / Planning Goals** Work with City staff and Planning Commission members to establish an appropriate public engagement process, to include two public meetings, and develop a locally conducted community questionnaire. Involve City staff, Planning Commission members, the Governing Body, and the community in the planning process, through a Steering Committee and Public Meetings, to determine the planning goals that guide preparation of the Comprehensive Plan, select strategic plan objectives, and assess methods to implement the Plan. Best methods for engagement will be reviewed with guidance from City staff.
4. **Meetings** The consultants will be available to attend a total of **nine** meetings in Valley Center. Consultant firm personnel attending each meeting will be appropriate to the meeting tasks. A summary of the project meetings will be provided in the Project Schedule. The schedule may combine Steering Committee and Planning Commission meetings. The Public Hearing Meeting will be by the Planning Commission only.
5. **Plan Document Design & Production** Write and illustrate the Comprehensive Plan report, and create the necessary associated graphics. As Chapters reach an appropriate level of completion, drafts will be distributed for initial review by email.
6. **Plan Maps/Graphics - Design & Production** Prepare Existing Land Use and Future Land Use Maps, and other maps similar to the existing Comprehensive Plan to reflect new information. Update land use category percentages.
7. **Final Comprehensive Development Plan Document** Provide a print-ready master file in PDF format for the Comprehensive Development Plan, for posting on the City's website. A Word file version will also be provided.
8. **Public Review & Adoption** Provide necessary documents and technical assistance to guide the Comprehensive Development Plan through the formal adoption and approval process, including Public Meeting Procedures, Notice of Hearing, Adoption Resolution, Adoption Certification, Ordinance Approval, and Approval Attestation documents. Assist the City in meeting statutory scheduling requirements. Attend the Planning Commission public adoption hearing.

**SECTION D — Information and Services to be Provided by the CITY of Valley Center**

1. Designated City staff shall review the City's 2014 - 2023 Comprehensive Plan and identify information that needs to be updated. This could be accomplished at the project initiation meeting. Other resource documents are recommended to be reviewed locally in addition to Consultant review. Methodologies for those reviews will be discussed at the project initiation meeting.
2. A local coordinator will be designated to assist FDA. This will involve arranging meetings; having agendas and materials distributed; coordinating the collection of certain data; and keeping the Planning Commission, Governing Body, City employees, community stakeholders, and the news media informed of the project. The coordinator will distribute

**AGREEMENT**

*between Foster Design Associates LLC  
and the City of Valley Center, Kansas*

**APPENDIX A**  
**SCOPE OF SERVICES**  
for Comprehensive Development Plan

draft documents provided via email by FDA for review to appropriate parties; the extent of distribution will be determined by the City.

3. **City officials and employees**, will be available for discussions during the planning process, to provide input and ideas. City representatives will examine all documents presented by FDA for review in a timely fashion.
4. During the planning process, the **Planning Commission** will provide input, will keep the Governing Body informed, and will encourage input from private organizations and interested individuals in the community.
5. City staff will review land use maps prepared by FDA for accuracy and mark up maps for corrections.
6. Copies (hard copies or pdf digital files) of existing **documents pertinent to the project** will be made available to FDA for study, including relevant reports, plans, maps, ordinances, codes, agendas, minutes, and administrative forms and procedures.
7. The City will provide copies of plat maps to FDA, as well as annexation, parcel, and lot descriptions, if needed, to prepare Plan maps.
8. City staff, Planning Commission and Steering Committee members will assist with preparation of a **Community Questionnaire**. This involves deciding on the final questions, printing and mailing or otherwise distributing the Questionnaire to community households, and coordinating the return of responses,
9. City staff and Planning Commission members will assist in collecting local data using **Data Collection Forms** provided by FDA. **Photos** of existing community facilities and City utilities facilities, if available, will be provided to FDA for inclusion in the Plan.
10. The City will provide FDA with information on **Valley Center's historical development**, including historical **photos** if available, as necessary to update the history information. Similarly, the City will provide FDA with updated drafts of the **utility and community facilities** chapters or the data collection forms with pertinent information.

A detailed meetings calendar will be developed after project initiation.

**AGREEMENT**

between Foster Design Associates LLC  
and the City of Valley Center, Kansas

**APPENDIX A**  
**SCOPE OF SERVICES**  
for Comprehensive Development Plan

<b>KEY</b>	Meeting	*	Site Visit	▲
------------	---------	---	------------	---

<b>Proposed Comprehensive Plan Schedule — 1 of 2</b>								
	Months after project start date:							
	1	2	3	4	5	6	7	8
<b>Project Initiation</b>								
• Project Initiation Meeting with City staff								
— Preliminary assessment of resource documents								
— Identify potential members for								
<b>Comprehensive Plan Steering Committee</b>								
(elected & appointed officials, public, staff)								
— Determine methods for <b>Community Input</b>								
including social media options								
— Discuss <b>Community Questionnaire</b> questions,								
& distribution/collection options								
— Distribute <b>Data Collection Forms</b>								
(for community facilities & utilities analysis)								
— Discuss Planning Area & growth areas								
— Discuss regional planning organizations / influences								
• Establish <b>Comp Plan Steering Committee</b> (work with City)								
<b>Planning &amp; Zoning Board &amp; Public Input</b>								
• <b>Planning &amp; Zoning Board Meeting 1</b>								
— Overview of planning process								
— Input on Issues, Land Use & Goals								
• <b>Community Questionnaire</b>								
— Define Issues & Write Questions (by FDA)								
— Distribute & Collect Questionnaires (by City)								
— Tally Responses (by FDA)								
• <b>CP Steering Committee Meeting 1</b>								
— Review Maps & Demographic Data								
— Discuss Existing Conditions, Issues & Priorities								
• <b>Public Workshop 1</b>								
— Review Key Planning Concepts								
— Input on Planning Issues, Goals & Priorities								
• <b>Planning &amp; Zoning Board Meeting 2</b>								
— Project status update								
— Review Public Input & Questionnaire Results								
— Refine Goals & Priorities								
• <b>CP Steering Committee Meeting 2</b>								
— Review Public Input & Questionnaire Results								
— Discuss Future Population Projections								
— Review Future Land Use patterns								
• <b>CP Steering Committee / Planning &amp; Zoning Board—Meeting 3</b>								
— Review draft Comprehensive Plan								
• <b>Public Workshop 2</b>								
— Present final draft of Comprehensive Plan								

**AGREEMENT**

*between Foster Design Associates LLC  
and the City of Valley Center, Kansas*

**APPENDIX A**  
**SCOPE OF SERVICES**  
for Comprehensive Development Plan

Proposed Comprehensive Plan Schedule — 2 of 2								
	Months after project start date:							
	1	2	3	4	5	6	7	8
<b>Data Collection &amp; Analysis</b>								
• Review Existing Planning Documents	Y							
• Download, Tabulate & Analyze Census & ACS Data — Economics, Population, Housing	Y	Y						
• Review & incorporate community facilities & services information from Data Collection Forms		Y	Y	Y	Y			
• Analyze Community Questionnaire data			Y	Y	Y	Y		
• Gather & incorporate additional data — Local history update — Physical development influences (water resources, soils, floodplains, etc.) — Taxes / comparisons — Street functional classifications (federal & local)		Y	Y	Y	Y	Y		
<b>Maps</b>								
• Acquire base map CAD files from County GIS	Y							
• Produce Comprehensive Plan base map — Review with City staff for accuracy		Y						
• Produce Urban Area/Planning Area Existing Land Use Maps — Calculate & analyze land use percentages		Y	Y					
• Produce other maps/graphics for Comprehensive Plan			Y	Y	Y			
• Produce Future Land Use Map				Y				
<b>Document Production</b>								
• Write & illustrate Comprehensive Plan		Y	Y	Y	Y			
<b>Plan Adoption &amp; Approval</b>								
• Provide final draft of Comprehensive Plan to Planning & Zoning Board for review					Y			
• Provide Notice of Hearing, and Adoption & Approval process documents						Y		
• Planning & Zoning Board Meeting 4 — Public Hearing for Adoption of final Comprehensive Plan								*
• City Council approval of Comprehensive Plan (Consultant attendance optional)								
• Provide final Plan in pdf & Word formats; provide Maps to City in pdf format								
• Discuss hardcopy production (Recommend that City utilize its tax exemption)								

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

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

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommends motion to approve contract with Foster Design Associates to help the City create a new ten-year comprehensive plan in 2024. The amount should not exceed \$28,000.00 and authorize Mayor to sign.**

**NEW BUSINESS****I. ESTABLISHMENT OF 2024 COMPREHENSIVE PLAN COMMITTEE AND APPOINTMENT OF MEMBERS:**

Community Development Director Shrack will request a steering committee be established to work in conjunction with City Council and the Planning and Zoning Board in the creation of a new ten-year comprehensive plan during 2024. The committee will be comprised of the following individuals representing a cross-section of the community:

**City Council Representative (1)**

Will be selected during April 2, 2024 City Council meeting

**Planning and Zoning Board Representatives (2)**

Paul Spranger  
Dalton Wilson

**Economic Development Board Representative (1)**

Tim Hoffman

**Public Properties and Outdoor Spaces Board Representative (1)**

Ray Ortega

**Business Community Representative (1)**

Allison Clubb

**Citizens At-Large Representatives (4)**

Jason Reffner  
Tawny Jones  
Andy Quandt  
Michael Miller

**City Staff (Ex-Officio)**

Brent Clark  
(Finance Director)  
Ryan Shrack  
Rodney Eggleston  
Neal Owings  
Lloyd Newman  
Kristi Carrithers

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

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

Should Council choose to proceed,

**RECOMMENDED ACTION:**

**Staff recommends motion to create a Comprehensive Plan Committee and appoint up to 10 members to serve.**

And

**Staff recommends motion to approve aforementioned proposed members.**

## **NEW BUSINESS**

### **J. APPROVAL FOOD 4 FINES PROGRAM:**

Public Safety Director Newman will present and seek approval of the Food for Fines program held May 1, 2024, through June 28, 2024. All food is donated to the Ministerial Alliance to help the local community.

- Memo - Stacy Shay, Municipal Court Clerk
- Flyer



April 2, 2024

To: Mayor Truman & Council Members  
From: Stacy Shay, Court Clerk

**Subject: Food for Fines 2024**

## **BACKGROUND**

---

Please consider approving the Food for Fines program for 2024! I have spoken to Kevin at the Ministerial Alliance and the need for non-perishable items still exists. He is happy to be part of the program each year.

In 2019, we collected 714 cans/items, 69 people participated, and \$3358.50 went toward fines/fees. Additionally, 2 organizations together donated 268 cans/items.

In 2020, we collected 601 cans/items, 53 people participated, and \$2320.00 went toward fines/fees.

In 2021, we collected 379 cans/items, 30 people participated, and \$1525.00 went toward fines/fees.

In 2022, we collected 367 cans/items, 31 people participated, and \$1420.00 went toward fines/fees. We also made it a competition between Public Safety, Public Works, and City Hall and added an additional 1229 cans/items to the collection!

In 2023, we collected 562 can/items, 51 people participated, and \$2290.00 went toward fines/fees.

## **PROPOSAL**

---

Food for Fines is a project that will not only benefit the community, but will have a positive impact on the clients of the Valley Center Municipal Court. This program will only occur during the predetermined time frame agreed upon by the City and Municipal Court. Food for Fines is designed to emphasize the compassionate side of our judicial system and encourage charity within the community.

- Proposed dates for 2024 would be from May 1, 2024 through June 28, 2024 during business hours only.

- For a single **can** of non-perishable food donated to the food drive the Court would forgive **\$5.00 (per Council)** of the person's fine or warrant fees only. Regardless of the number of cans that are donated, the maximum amount that will be forgiven is \$50 to any one person.
- **Donations only apply to Fines and Warrant Fees assessed by the court.** Restitution, Court Costs, Diversion Fees, Community Corrections Fees, Jail Fees, UA's, and Reinstatement Fees are not eligible.
- All non-perishable food items collected will be donated to the Valley Center Food Pantry sponsored by the Ministerial Alliance. The Food Pantry will pick up donated items from City Hall on a scheduled time to be determined based upon participation.
- Dented, rusted, non-labeled, or expired canned food/items will NOT be accepted.

## **IMPLEMENTATION**

---

To implement this project the Municipal Court will need to inform our clients with flyers, the City's website, and social media. The more clients who are aware of the program the better response the court will receive.

## **COST**

---

Because the court will be offering the program during business hours there will be no additional cost to the city in overtime.

## **RECOMMENDATION**

---

The Court recommends approving the proposed Food for Fines Program for 2024. The Court has the potential to reduce the debt owed on active cases that meet the Court's criteria for eligibility at a time of year when the general population is struggling to make ends meet.

Sincerely,  
Stacy Shay, Court Clerk

## Valley Center Municipal Court

# FOOD FOR FINES

GOT FINES? GIVE FOOD!

**MAY 1, 2024-  
JUNE 28, 2024**



- \$5.00 Credit For each non-perishable food item
- \$50.00 Limit per person
- Only valid for warrant fees & fines
- Food cannot be dented, rusted, expired, or opened

### DROP-OFF LOCATION



**CITY HALL**

121 S. Meridian, Valley Center, KS 67147  
Mon-Thurs 7am - 5pm / Fri 7am - Noon

ALL DONATIONS

WILL GO TO:

VALLEY CENTER

FOOD PANTRY

SPONSORED BY

THE MINISTERIAL ALLIANCE

For Questions & Eligibility, contact: Stacy Shay, Court Clerk at 316-755-7310 x 112

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

**J. APPROVAL FOOD 4 FINES 2024:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommends motion of approval of Food for Fines program and set the amount per can/food item at \$5.00 with a maximum amount of \$50.00.**

**NEW BUSINESS**

**K. APPROVAL OF WATER WELL #10 REPAIRS:**

Public Works Director Eggleston will request approval of needed repairs to the pump at well #10.

- Staff Memo
- Quote from Sargent Drilling



**April 2, 2024**

**To: Mayor Cicirello & Members of Council**  
**From: Rodney Eggleston – Public Works Director**  
**Subject: Repairs for Well #10**

## **BACKGROUND**

---

During the cleaning and conditioning of well #10 the following repairs were determined to be needed. A complete rebuild including new bowl bearings, bowl shaft and impeller wear rings. This work would also include the disassembly, all machine work and reassembly. The casting is starting to get soft due to being set into the screened area. Also, the motor shaft seal is leaking and either needs repaired or replaced. Both the repair and replacement costs for the existing motor are astronomical due to being a 1770 RPM motor. This pump was rebuilt in 2019.

## **PROPOSAL**

---

Since the cost to rebuild the existing pump would be so high, staff is recommending the replacement procedures listed on the attached quote for Well#10.

## **FINANCIAL CONSIDERATION**

---

This cost will be taken from the well maintenance line item within the water budget.

## **SUMMARY**

---

Staff is recommending the approval of the repair quote from Sargent Drilling in the amount of \$15,690.40 and authorize the mayor to sign.

Sincerely,

Rodney Eggleston  
Public Works Director

727 York Ave.  
Salina, KS 67401



Toll Free: 888-496-3902  
Phone: 785-404-4459

*Providing Complete Municipal, Industrial and Agricultural  
Pump and Well Service*

November 5, 2023

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

RE: Estimate for Well #10

1 – SP385S200-3A stainless steel pump  
350 GPM @ 172 TDH  
1 – 20Hp, 460V, 3-phase submersible motor  
1 – 4" x 6" stainless steel adapter  
2 – 6" stainless steel Certa-Lok adapters  
1 – 6" Certa-Lok coupling  
1 – Motor shroud  
40' – 6" Certa-Lok drop pipe  
2 – 12" Baker O-rings  
50' - #8 submersible cable with splice kit

<b>Total (does not include applicable sales tax)</b>	<b>\$15,690.40</b>
--	--------------------

Please call with any questions.

Thank You,

A handwritten signature in black ink, appearing to read "D. Miller".

Doug Miller,  
Manager

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

**K. APPROVAL OF WATER WELL #10 REPAIRS:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

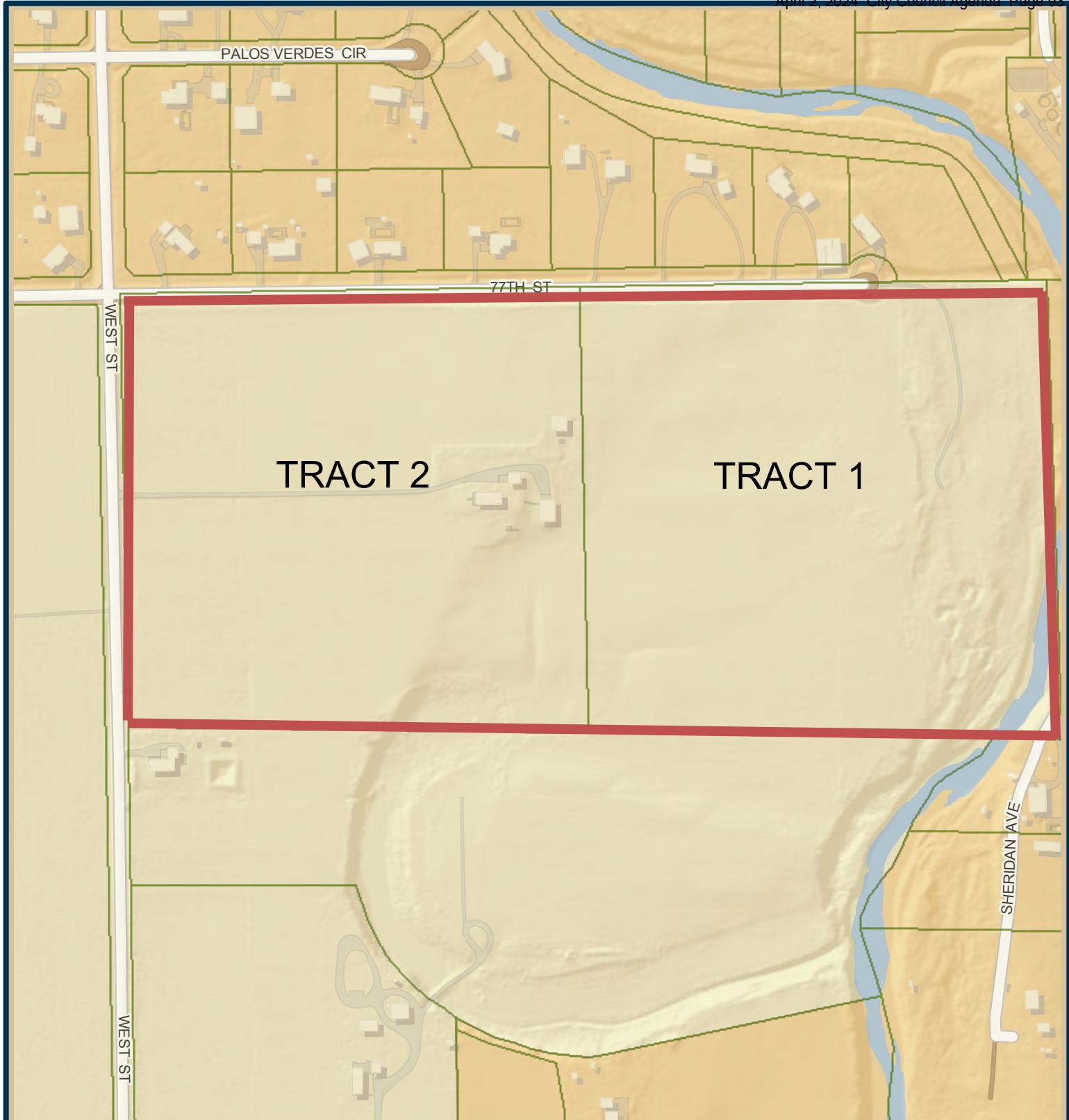
**Staff recommends motion to approve the repair quote from Sargent Drilling in the amount of \$15,690.40 for pump in well #10 and authorize the mayor to sign.**

**NEW BUSINESS**

**L. ORDINANCE 1404-24; ANNEXATION OF 7710 N WEST ST:**

City Administrator Clark will present property owner's request to annex property located southeast of 77th and West St.

- Map of annexation
- Request to annex from Douglas Kirkland
- Ordinance 1404-24



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

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

© 2024 Sedgwick County Kansas Government.  
All rights reserved.

## Kirkland Annexation

Sedgwick County, Kansas



1:4,514

0 0.025 0.05 mi

April 2<sup>nd</sup>, 2024

City of Valley Center  
121 S. Meridian  
P.O. Box 188  
Valley Center, KS 67147

***RE: Annexation Request***

Dear Mayor Truman and Members of Council:

I, Douglas Kirkland, am requesting you to annex two properties that I legally own under the Douglas E Kirkland REV TR, in Sedgwick County into the corporate limits of the City of Valley Center. I hereby undersigned being the owner and legal representative of the properties legally described as the following:

TRACT 1: the North one half of the Northwest quarter, except Government Lot 4 of Sec 1-26-1W

TRACT 2: Government Lot 4 in the Northwest quarter of Section 1-26-1W,  
excluding ROW along West Street

Douglas E Kirkland, TRUSTEE  
Full Legal Signature

DOUGLAS E KIRKLAND  
Name (print)

2439 W TIMBERCREEK CT WICHITA, KS 67204  
Mailing Address

3/28/24  
Date

ORDINANCE NO. 1404-24

AN ORDINANCE OF THE CITY OF VALLEY CENTER, KANSAS, ANNEXING,  
PURSUANT TO THE LANDOWNER'S WRITTEN REQUEST FOR ANNEXATION  
TO THE CITY OF VALLEY CENTER, KANSAS, TWO TRACTS OF LAND  
ADJOINING THE EXISTING VALLEY CENTER, KANSAS, CITY BOUNDARY.

BE IT ORDAINED by the governing body of the City of Valley Center, Kansas,

SECTION ONE. The owners of the two tracts of land described below, having by written request to the City of Valley Center, Kansas, requested annexation of these two tracts of land to the City of Valley Center, Kansas, the governing body of the City of Valley Center, Kansas, hereby finds and ordains that these two requests for annexation of these two tracts should be granted and thus there is hereby annexed to the City of Valley Center, Kansas, the following two tracts of land as described below, both located in Section 1-26-1W, Sedgwick County, Kansas:

TRACT 1: the North one half of the Northwest quarter, except Government Lot 4 of Sec 1-26-1W

TRACT 2: Government Lot 4 in the Northwest quarter of Section 1-26-1W, excluding ROW along West Street

SECTION TWO: This ordinance shall take effect on its publication in the official city Newspaper.

PASSED AND APPROVED by the governing body of Valley Center, Kansas, on the 2<sup>nd</sup> day of April, 2024.

---

James E. Truman, Mayor

---

Kristi Carrithers, City Clerk

1<sup>st</sup> Reading: Waived  
2<sup>nd</sup> Reading: April 2, 2024

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

**L. ORDINANCE 1404-24; ANNEXATION OF 7710 N WEST ST:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommends motion to waive 1<sup>st</sup> reading of Ordinance 1404-24 and approve annexation of property located southeast of 77<sup>th</sup> St and West St.**

**NEW BUSINESS**

**M. FINAL PAY APPLICATION PRAIRIE LAKES PHASE III:**

Jake Vasa, SEH will request approval of final pay app for the Prairie Lakes Phase III subdivision in the amount of \$145,847.98.

- Final pay app

## Contractor's Application for Payment No. 5 & FINAL

Period:			
To (Owner):	City of Valley Center	From (Contractor): McCullough Excavation, Inc.	Via (Engineer): Short Elliot Hendrickson, Inc.
Project:	Prairie Lakes Phase III Improvements Valley Center, Kansas	Contract:	
Owner's Contract No.:	Contractor's Project No.:	23044	Engineer's Project No.: IHDEV 163740

**Application For Payment  
Change Order Summary**

1. ORIGINAL CONTRACT PRICE.....	\$	667,724.60
2. Net change by Change Orders.....	\$	-\$40,075.00
3. Current Contract Price (Line 1 ± 2).....	\$	627,649.60
<b>4. TOTAL COMPLETED AND STORED TO DATE</b>		
(Column F total on Progress Estimates).....	\$	627,649.60
<b>5. RETAINAGE:</b>		
a. 0% X <u>627,649.60</u> Work Completed.....	\$	0.00
b. 0% X <u>0.00</u> Stored Material.....	\$	0.00
c. Total Retainage (Line 5.a + Line 5.b).....	\$	0.00
<b>6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....</b>	\$	627,649.60
<b>7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....</b>	\$	481,801.62
<b>8. AMOUNT DUE THIS APPLICATION.....</b>	\$	145,847.98
<b>9. BALANCE TO FINISH, PLUS RETAINAGE</b>		
(Column G total on Progress Estimates + Line 5.c above).....	\$	0.00

### Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

The undersigned Contractor certifies, to the best of its knowledge, the following:  
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment:

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying

Owner against any such Liens, security interest, or encumbrances); and  
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is recommended by:  3/26/2024  
(Engineer) (Date)

Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

Approved by: \_\_\_\_\_ Funding or Financing Entity (if applicable) \_\_\_\_\_ (Date) \_\_\_\_\_

**Contractor Signature**

By: Py-McCloud

date: 03/26/2024

## Progress Estimate - Unit Price Work

## Contractor's Application

For (Contract): Prairie Lakes Phase III Improvements Valley Center, Kansas									Application Number: 5					
Application Period: August 1, 2023 to September 30, 2023									Application Date: October 26, 2023					
A	B	C	D	E	F	G	H	I	J	K	L	M		
Item		Contract Information					Estimated Quantity Installed	Value of Work Installed to Date	WORK COMPLETED		Materials Presently Stored (not in H)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)				From Previous Applications	This Period				
	<b>GROUP A - DRAINAGE</b>				\$0.00				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
1	Mobilization	1	LS	\$30,350.00	\$30,350.00	1	\$30,350.00	\$30,350.00	\$0.00	\$0.00	\$30,350.00	100.0%	\$0.00	
2	Construction Staking	1	LS	\$4,900.00	\$4,900.00	1	\$4,900.00	\$4,900.00	\$0.00	\$0.00	\$4,900.00	100.0%	\$0.00	
3	Compacted Fill	14914	CY	\$0.95	\$14,168.30	14914	\$14,168.30	\$14,168.30	\$0.00	\$0.00	\$14,168.30	100.0%	\$0.00	
4	Unclassified Excavation	26402	CY	\$3.15	\$83,166.30	26402	\$83,166.30	\$83,166.30	\$0.00	\$0.00	\$83,166.30	100.0%	\$0.00	
5	Erosion Control	1	LS	\$6,500.00	\$6,500.00	1	\$6,500.00	\$3,250.00	\$3,250.00	\$0.00	\$6,500.00	100.0%	\$0.00	
6	Temporary Seeding	5	AC	\$900.00	\$4,500.00	5	\$4,500.00	\$0.00	\$4,500.00	\$0.00	\$4,500.00	100.0%	\$0.00	
7	Permanent Seeding	37.4	AC	\$1,200.00	\$44,880.00	37.4	\$44,880.00	\$0.00	\$44,880.00	\$0.00	\$44,880.00	100.0%	\$0.00	
8	Storm Pipe 24" RCP	350	LF	\$63.00	\$22,050.00	350	\$22,050.00	\$22,050.00	\$0.00	\$0.00	\$22,050.00	100.0%	\$0.00	
9	Storm Pipe End Section, 24"	1	EA	\$1,725.00	\$1,725.00	1	\$1,725.00	\$1,725.00	\$0.00	\$0.00	\$1,725.00	100.0%	\$0.00	
10	Curb inlet, Type 1 L=5', W=3'	2	EA	\$4,750.00	\$9,500.00	2	\$9,500.00	\$9,500.00	\$0.00	\$0.00	\$9,500.00	100.0%	\$0.00	
11	Rip Rap	10	CY	\$175.00	\$1,750.00	10	\$1,750.00	\$1,750.00	\$0.00	\$0.00	\$1,750.00	100.0%	\$0.00	
12	Build Concrete Collar	1	EA	\$2,200.00	\$2,200.00	1	\$2,200.00	\$2,200.00	\$0.00	\$0.00	\$2,200.00	100.0%	\$0.00	
					\$0.00				\$0.00	\$0.00	\$0.00		\$0.00	
					\$0.00				\$0.00	\$0.00	\$0.00		\$0.00	
					\$0.00				\$0.00	\$0.00	\$0.00		\$0.00	
					\$0.00				\$0.00	\$0.00	\$0.00		\$0.00	
					\$0.00				\$0.00	\$0.00	\$0.00		\$0.00	
					\$0.00				\$0.00	\$0.00	\$0.00		\$0.00	
					\$0.00				\$0.00	\$0.00	\$0.00		\$0.00	
					\$0.00				\$0.00	\$0.00	\$0.00		\$0.00	
					\$0.00				\$0.00	\$0.00	\$0.00		\$0.00	
					\$0.00				\$0.00	\$0.00	\$0.00		\$0.00	
					\$0.00				\$0.00	\$0.00	\$0.00		\$0.00	
	<b>Totals</b>				<b>\$225,689.60</b>			<b>\$225,689.60</b>		<b>\$52,630.00</b>	<b>\$0.00</b>	<b>\$225,689.60</b>	100.0%	<b>\$0.00</b>

## Progress Estimate - Unit Price Work

## Contractor's Application

## Progress Estimate - Unit Price Work

## Contractor's Application

## Progress Estimate - Unit Price Work

## Contractor's Application

For (Contract): Prairie Lakes Phase III Improvements Valley Center, Kansas									Application Number: 5					
Application Period: August 1, 2023 to September 30, 2023									Application Date: October 26, 2023					
A	B	C	D	E	F	G	H	I	J	K	L	M		
Item		Contract Information					Estimated Quantity Installed	Value of Work Installed to Date	WORK COMPLETED		Materials Presently Stored (not in H)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)				From Previous Applications	This Period				
	<b>GROUP D - PAVING</b>				\$0.00		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	
1	MOBILIZATION	1	LS	\$34,100.00	\$34,100.00	1	\$34,100.00	\$25,575.00	\$8,525.00		\$34,100.00	100.0%	\$0.00	
2	CONSTRUCTION STAKING	1	LS	\$1,300.00	\$1,300.00	1	\$1,300.00	\$1,300.00	\$0.00		\$1,300.00	100.0%	\$0.00	
3	TRAFFIC CONTROL	1	LS	\$100.00	\$100.00	1	\$100.00	\$100.00	\$0.00		\$100.00	100.0%	\$0.00	
4	SIGNAGE	1	LS	\$3,800.00	\$3,800.00	1	\$3,800.00	\$0.00	\$3,800.00		\$3,800.00	100.0%	\$0.00	
5	PAVEMENT MARKING	1	LS	\$1,100.00	\$1,100.00	1	\$1,100.00	\$0.00	\$1,100.00		\$1,100.00	100.0%	\$0.00	
6	REMOVALS	1	LS	\$10,000.00	\$10,000.00	1	\$10,000.00	\$10,000.00	\$0.00		\$10,000.00	100.0%	\$0.00	
7	5" CONCRETE SIDEWALK	4890	SF	\$3.00	\$14,670.00	4890	\$14,670.00	\$14,670.00	\$0.00		\$14,670.00	100.0%	\$0.00	
8	WHEELCHAIR RAMP 5' WIDE	2	EA	\$800.00	\$1,600.00	2	\$1,600.00	\$1,600.00	\$0.00		\$1,600.00	100.0%	\$0.00	
9	REINFORCED CRUSHED ROCK BASE	4012	SY	\$6.00	\$24,072.00	4012	\$24,072.00	\$24,072.00	\$0.00		\$24,072.00	100.0%	\$0.00	
10	CONCRETE COMBINED CURB & GUT	2200	LF	\$11.00	\$24,200.00	2200	\$24,200.00	\$24,200.00	\$0.00		\$24,200.00	100.0%	\$0.00	
11	REINFORCED CONCRETE PAVEMENT	90	SY	\$80.00	\$7,200.00	90	\$7,200.00	\$7,200.00	\$0.00		\$7,200.00	100.0%	\$0.00	
12	AC PAVEMENT, 5' (3" BIT BASE)	3310	SY	\$20.00	\$66,200.00	3310	\$66,200.00	\$0.00	\$66,200.00		\$66,200.00	100.0%	\$0.00	
13	CRUSHED ROCK SURFACING	375	SY	\$10.00	\$3,750.00	375	\$3,750.00	\$0.00	\$3,750.00		\$3,750.00	100.0%	\$0.00	
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
	<b>Totals</b>				<b>\$192,092.00</b>		<b>\$192,092.00</b>		<b>\$83,375.00</b>	<b>\$0.00</b>	<b>\$192,092.00</b>	100.0%	<b>\$0.00</b>	

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

**M. FINAL PAY APPLICATION PRAIRIE LAKES PHASE III:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommends motion of approval of final pay app for Prairie Lakes Phase III in the amount of \$145,847.98.**

## **CONSENT AGENDA**

### **A. APPROPRIATION ORDINANCE – APRIL 5, 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 2, 2024, as prepared by City Staff.

## April 2, 2024, Appropriation

**Total** \$ 101,479.87

VENDOR SET: 02 City of Valley Center

BANK: \* ALL BANKS

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	3/22/2024			056442		
C-CHECK	VOID CHECK	V	3/22/2024			056443		
C-CHECK	VOID CHECK	V	3/22/2024			056444		
C-CHECK	VOID CHECK	V	3/22/2024			056445		
C-CHECK	VOID CHECK	V	3/22/2024			056446		
C-CHECK	VOID CHECK	V	3/22/2024			056447		
C-CHECK	VOID CHECK	V	3/22/2024			056448		
C-CHECK	VOID CHECK	V	3/22/2024			056449		
C-CHECK	VOID CHECK	V	3/22/2024			056450		
C-CHECK	VOID CHECK	V	3/22/2024			056451		
C-CHECK	VOID CHECK	V	3/22/2024			056452		
C-CHECK	VOID CHECK	V	3/22/2024			056453		
C-CHECK	VOID CHECK	V	3/22/2024			056454		
C-CHECK	VOID CHECK	V	3/22/2024			056455		
C-CHECK	VOID CHECK	V	3/22/2024			056456		
C-CHECK	VOID CHECK	V	3/22/2024			056457		
C-CHECK	VOID CHECK	V	3/22/2024			056458		
C-CHECK	VOID CHECK	V	3/22/2024			056459		
C-CHECK	VOID CHECK	V	3/22/2024			056460		
C-CHECK	VOID CHECK	V	3/22/2024			056461		
C-CHECK	VOID CHECK	V	3/22/2024			056462		
C-CHECK	VOID CHECK	V	3/22/2024			056463		
C-CHECK	VOID CHECK	V	3/22/2024			056464		
C-CHECK	VOID CHECK	V	3/22/2024			056465		
C-CHECK	VOID CHECK	V	3/22/2024			056466		
C-CHECK	VOID CHECK	V	3/22/2024			056467		
C-CHECK	VOID CHECK	V	3/22/2024			056468		
C-CHECK	VOID CHECK	V	3/22/2024			056469		
C-CHECK	VOID CHECK	V	3/22/2024			056470		
C-CHECK	VOID CHECK	V	3/22/2024			056471		
C-CHECK	VOID CHECK	V	3/22/2024			056472		
C-CHECK	VOID CHECK	V	3/22/2024			056473		
C-CHECK	VOID CHECK	V	3/22/2024			056474		

* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		0	0.00	0.00	0.00
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		0	0.00	0.00	0.00
EFT:		0	0.00	0.00	0.00
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:		33 VOID DEBITS	0.00		
		VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 02	BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 02	BANK: *	TOTALS:	33	0.00	0.00	0.00
BANK: *	TOTALS:	33		0.00	0.00	0.00

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

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
0076	KANSAS SECRETARY OF STATE							
	I-202403121472	KANSAS SECRETARY OF STATE	R	3/15/2024	25.00		056431	25.00
0196	P E C (PROFESSIONAL ENGINEERIN							
	I-202403121473	P E C (PROFESSIONAL ENGINEERIN	R	3/15/2024	6,630.00		056432	6,630.00
0220	UNDERGROUND VAULTS & STORAGE							
	I-202403121474	UNDERGROUND VAULTS & STORAGE	R	3/15/2024	6.20		056433	6.20
0542	GIANT COMMUNICATIONS							
	I-202403121467	GIANT COMMUNICATIONS	R	3/15/2024	2,087.41		056434	2,087.41
0601	JOY K. WILLIAMS, ATTORNEY AT L							
	I-202403121470	JOY K. WILLIAMS, ATTORNEY AT L	R	3/15/2024	1,737.50		056435	1,737.50
1078	FLEXIBLE BENEFIT SERVICE CORPO							
	I-202403121469	FLEXIBLE BENEFIT SERVICE CORPO	R	3/15/2024	272.50		056436	272.50
1137	WASTE CONNECTIONS OF KANSAS, I							
	I-202403121471	WASTE CONNECTIONS OF KANSAS, I	R	3/15/2024	46,125.69		056437	46,125.69
1360	ABCD TECH							
	I-202403121468	ABCD TECH	R	3/15/2024	45.00		056438	45.00
0032	AFLAC							
	I-AF 202403051459	SUPPLEMENTAL INSURANCE	R	3/22/2024	99.71		056439	
	I-AF 202403191478	SUPPLEMENTAL INSURANCE	R	3/22/2024	99.71		056439	
	I-AFC202403051459	SUPPLEMENTAL INSURANCE	R	3/22/2024	22.62		056439	
	I-AFC202403191478	SUPPLEMENTAL INSURANCE	R	3/22/2024	22.62		056439	
	I-AFD202403051459	SUPPLEMENTAL INSURANCE	R	3/22/2024	55.77		056439	
	I-AFD202403191478	SUPPLEMENTAL INSURANCE	R	3/22/2024	55.77		056439	
	I-AFL202403051459	SUPPLEMENTAL LIFE INSURANCE	R	3/22/2024	60.10		056439	
	I-AFL202403191478	SUPPLEMENTAL LIFE INSURANCE	R	3/22/2024	60.10		056439	
	I-AFO202403051459	SUPPLEMENTAL INSURANCE	R	3/22/2024	45.89		056439	
	I-AFO202403191478	SUPPLEMENTAL INSURANCE	R	3/22/2024	45.89		056439	568.18
0445	DELTA DENTAL OF KANSAS, INC.							
	I-DDS202403051459	DENTAL INSURANCE	R	3/22/2024	159.75		056440	
	I-DDS202403191478	DENTAL INSURANCE	R	3/22/2024	159.75		056440	
	I-DEC202403051459	DENTAL INSURANCE	R	3/22/2024	249.20		056440	
	I-DEC202403191478	DENTAL INSURANCE	R	3/22/2024	249.20		056440	
	I-DES202403051459	DENTAL INSURANCE	R	3/22/2024	316.26		056440	
	I-DES202403191478	DENTAL INSURANCE	R	3/22/2024	316.26		056440	
	I-DFM202403051459	DENTAL INSURANCE	R	3/22/2024	942.56		056440	
	I-DFM202403191478	DENTAL INSURANCE	R	3/22/2024	989.93		056440	3,382.91

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

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
0566	SURENCY LIFE AND HEALTH							
I-VEC202403051459	VISION INSURANCE	R	3/22/2024	7.93		056441		
I-VEC202403191478	VISION INSURANCE	R	3/22/2024	7.93		056441		
I-VMC202403051459	VISION INSURANCE	R	3/22/2024	86.80		056441		
I-VMC202403191478	VISION INSURANCE	R	3/22/2024	86.80		056441		
I-VME202403051459	VISION INSURANCE	R	3/22/2024	33.81		056441		
I-VME202403191478	VISION INSURANCE	R	3/22/2024	33.81		056441		
I-VMF202403051459	VISION INSURANCE	R	3/22/2024	236.18		056441		
I-VMF202403191478	VISION INSURANCE	R	3/22/2024	178.95		056441		
I-VMS202403051459	VISION INSURANCE	R	3/22/2024	80.96		056441		
I-VMS202403191478	VISION INSURANCE	R	3/22/2024	80.96		056441		834.13
0059	CITY OF WICHITA							
I-202403191481	CITY OF WICHITA	R	3/22/2024	5,488.00		056475		5,488.00
0113	VALLEY PRINT LOGISTICS							
I-202403201493	VALLEY PRINT LOGISTICS	R	3/22/2024	1,614.95		056476		1,614.95
0142	SOUTH WEST BUTLER QUARRY, LLC.							
I-202403201489	SOUTH WEST BUTLER QUARRY, LLC.	R	3/22/2024	957.09		056477		957.09
0179	INTERLINGUAL INTERPRETING SERV							
I-202403211498	INTERLINGUAL INTERPRETING SERV	R	3/22/2024	127.52		056478		127.52
0204	PITNEY BOWES							
I-202403191475	PITNEY BOWES	R	3/22/2024	604.50		056479		604.50
0623	CORE & MAIN							
I-202403201490	CORE & MAIN	R	3/22/2024	103.08		056480		103.08
0780	CHENEY DOOR COMPANY							
I-202403201492	CHENEY DOOR COMPANY	R	3/22/2024	455.25		056481		455.25
0824	GALLS, LLC							
I-202403191479	GALLS, LLC	R	3/22/2024	2,069.19		056482		2,069.19
0827	KANSAS PUBLIC TELECOMMUNICATIO							
I-202403211497	KANSAS PUBLIC TELECOMMUNICATIO	R	3/22/2024	5,002.00		056483		5,002.00
0837	KANSASLAND TIRE							
I-202403201488	KANSASLAND TIRE	R	3/22/2024	48.00		056484		48.00
0910	EMPAC, INC							
I-202403191476	EMPAC, INC	R	3/22/2024	235.50		056485		235.50

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

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
1004	IMAGINE IT, INC.							
I-202403191480	IMAGINE IT, INC.	R	3/22/2024	6,761.29		056486		6,761.29
1075	RED EQUIPMENT LLC.							
I-202403201486	RED EQUIPMENT LLC.	R	3/22/2024	1,090.43		056487		1,090.43
1248	KU EDWARDS CAMPUS							
I-202403191477	KU EDWARDS CAMPUS	R	3/22/2024	400.00		056488		400.00
1298	AUTOMATION DESIGNS LLC							
I-202403201494	AUTOMATION DESIGNS LLC	R	3/22/2024	500.00		056489		500.00
1370	AT&T MOBILITY-CC							
I-202403201491	AT&T MOBILITY-CC	R	3/22/2024	507.00		056490		507.00
1392	WORKSTERPS, INC.							
I-202403201495	WORKSTERPS, INC.	R	3/22/2024	75.00		056491		75.00
0270	INTRUST CARD CENTER							
I-202403211499	INTRUST CARD CENTER	R	3/22/2024	13,626.56		056493		13,626.56

\* \* T O T A L S \* \*

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	29	101,379.88	0.00	101,379.88
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
	VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 02 BANK: APBK TOTALS:	29	101,379.88	0.00	101,379.88

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0143	RODNEY EGGLESTON							
I-202403201487	RODNEY EGGLESTON	R	3/22/2024	99.99		056492		99.99

\* \* T O T A L S \* \*

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	99.99	0.00	99.99
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
	VOID DEBITS			
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 03	BANK: APBK	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			1	99.99	0.00	99.99
BANK: APBK	TOTALS:		30	101,479.87	0.00	101,479.87
REPORT TOTALS:			30	101,479.87	0.00	101,479.87

## SELECTION CRITERIA

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

---

## CHECK SELECTION

CHECK RANGE: 056431 THRU 056493  
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

---

## **STAFF REPORTS**

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

## **GOVERNING BODY REPORTS**

- A. Mayor Truman**
- B. Councilmember Colbert**
- C. Councilmember Wilson**
- D. Councilmember Bass**
- E. Councilmember Anderson**
- F. Councilmember Gregory**
- G. Councilmember Kerstetter**
- H. Councilmember Evans**
- I. Councilmember Stamm**

**ADJOURN**