



## **CITY COUNCIL AGENDA**

**June 18, 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 – June 4, 2024
- 7. PRESENTATIONS / PROCLAMATIONS p 11**
- 8. PUBLIC FORUM (*Citizen input and requests*) p 11**
- 9. APPOINTMENTS p 11**
- 10. OLD BUSINESS p 12**
  - A. Ordinance 1402-24; Firework sale and discharge p 12
- 11. NEW BUSINESS p 16**
  - A. Designation of Account Signers-Emprise, Halstead and Intrust Bank p 16
  - B. Approve bid for Goff Drainage Concrete Flume p 17
  - C. Approve Supplemental Agreement No. 1 with PEC for Trails End Mass Grading p 23
  - D. Approve Agreement with PEC for Seneca Street Reconstruction p 26
  - E. Approve Agreement with PEC for Seneca Street Multi-Use Path p 39
  - F. Valley Center 2025 Budget-First Draft p 49
  - G. Executive Session: Non-Elected Personnel p 51
  - H. Executive Session: Privileged Attorney/Client p 52
- 12. CONSENT AGENDA p 53**
  - A. Appropriation Ordinance – June 18, 2024 p 54
  - B. Treasurer's Report – May 2024 p 63
  - C. Check Reconciliation – May 2024. p 65
  - D. Revenue and Expense Report – May 2024 p 71
  - E. Planning and Zoning Board Minutes – May 28, 2024 p 83
  - F. Alcohol Waiver request – July 13, 2024 p 86

- 13. STAFF REPORTS p 88**
- 14. GOVERNING BODY REPORTS p 89**
- 15. ADJOURN**

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

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

*This is an open meeting, open to the public, subject to the Kansas Open Meetings Act (KOMA). The City of Valley Center is committed to providing reasonable accommodations for persons with disabilities upon request of the individual. Individuals with disabilities requiring an accommodation to attend the meeting should contact the City Clerk in a timely manner, at [cityclerk@valleycenterks.org](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 June 4, 2024, regular City Council Meeting as prepared by the City Clerk.

REGULAR COUNCIL MEETING

June 4, 2024  
CITY HALL  
121 S. MERIDIAN

Mayor Truman called the budget presentation workshop meeting to order at 6:00 p.m. with the following members present: Matt Stamm, Gina Gregory, Dale Kerstetter and Ronald Colbert.

Members Absent: Ben Anderson, Chris Evans, Clint Bass and Robert Wilson

Staff Present: Lloyd Newman, Public Safety Director  
Rodney Eggleston, Public Works Director  
Neal Owings, Parks and Public Buildings Director  
Brent Clark, City Administrator  
Desirae Womack, City Treasurer  
Kristi Carrithers, City Clerk

**PRESENTATIONS**

Public Works Director Eggleston reported on the Public Works department. The public works department has 4 separate areas, streets, water, wastewater and stormwater. The streets division maintains 74.4 miles of streets and roads. An increase of \$135,040 is requested with the majority of the increase going to salaries and benefits.

The water department is requesting additional funding of \$21,056. Again, most of the increase will be salaries and benefits.

An increase of \$29,643 is requested by the sewer department.

Director Eggleston stated that he has worked very hard on creating a balanced budget.

Ryan Shrack, Community Development Director stated that his department has processed permits in 2024 for 12 new single family and 36 multi-family homes. The new position added in 2023 has assisted in code enforcement and in meter locates and serve as the stormwater officer. Bill Andrews completed tests for commercial inspections, thus enabling all residential and commercial inspections to be done by city staff. An increase of \$11,242 will ensure investment back to the community through the Main Street Valley Center program and economic development resources as well as stay competitive with salaries and benefits.

Parks and Public Buildings Director Owings reminded Council these staff are responsible for all things outdoor and in public buildings. Owings reported funding for HVAC unit, Meridian Street tree replacement, contract mowing, and custodial services are planned. An increase of \$54,307 is requested.

Lloyd Newman, Public Safety Director, requested an increase of \$57,829 for the police department. He will be bringing proposal for create additional captain and corporal positions

Newman would also propose a lieutenant position for the fire department. The position will ensure coverage in the absence of the Chief and Captain. The department request is an additional \$63,492.

Desirae Womack, City Treasurer has projected an increase of \$33,683. Increases were needed in the HIP/CHIP program, Fleet Management Transfer and salaries and benefits.

Kerstetter moved to adjourn the work session, seconded by Stamm. Vote yea: unanimous. Motion carried. Session adjourned at 6:54pm. Mayor Truman reminded everyone the regular Council meeting will begin at 7:00pm

---

Kristi Carrithers, City Clerk

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

Members Absent: Ben Anderson and Clint Bass

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

Press present: The Ark Valley News

#### **APPROVAL OF AGENDA**

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

#### **ADMINISTRATION AGENDA –**

Stamm moved to approve the minutes of the May 21, 2024, regular City Council meeting as presented, seconded by Evans. Vote yea: unanimous. Motion carried.

#### **PRESENTATIONS/PROCLAMATIONS – NONE**

#### **PUBLIC FORUM – NONE**

#### **APPOINTMENTS –**

Councilmember Colbert requested a replacement for his appointment to the WAMPO-Transportation Policy Board at the May 21, 2024, council meeting. Mayor Truman agreed to be the Valley Center representative. Rodney Eggleston continues to be the alternate. Kerstetter made a motion to approve the appointment of James Truman to the WAMPO-TPB. Motion seconded by Stamm. Vote yea: unanimous. Motion carried.

#### **OLD BUSINESS – NONE**

#### **NEW BUSINESS-**

##### **A. APPROVAL OF WATER TREATMENT PLANT DESIGN-BUILD, AMENDMENT NO 2 WITH BURNS & MCDONNELL**

Brian Meyer, Burns and McDonnell and Ryan McClaskey presented amendment no. 2 for the water treatment plant design/build. The amendment will take the design to approximately 60%. They explained that the large increase is due in part because of the sizing of the plant as well as design and procurement process regarding Build American Buy American. BABA stipulates that 55% of value must be derived from USA products.

Kerstetter moved to approve Amendment No. 2 with Burns and McDonnell for water treatment plant design-build increasing contract by \$1,050,000.00 and authorize Mayor or City Administrator to sign. Motion seconded by Wilson. Vote yea: unanimous. Motion carried.

**B. APPROVAL OF RIO BELLA FINAL PLAT**

City Administrator Clark requested approval of the final plat for the Rio Bella development. These 80 acres will be plated into 35 residential lots. Water will come from City, with lines going under river.

Based on approval granted by the Planning and Zoning Board, Wilson moved to approve the final plat for Rio Bella. Motion seconded by Colbert. Vote Yea: Stamm, Evans, Gregory, Kerstetter, Wilson, and Colbert. Opposed: Kerstetter. Motion carried.

**C. DISCUSSION OF GOLF CARTS WITHIN THE VALLEY CENTER CITY LIMITS**

Councilmember Colbert requested review of Ordinance 1302-17 regarding the use of golf carts within the city limits. Public Safety Director Newman reported that our Ordinance does need to be reviewed as it doesn't match the STO. Also reported that a classification of low-speed vehicles can be tagged by the State of Kansas. Staff will review and draft a proposed Ordinance and present it to Council at a later date.

**D. DISCUSSION OF SPEED LIMITS WITHIN THE VALLEY CENTER CITY LIMITS**

Councilmember Colbert noted the inconsistency of speed limits within Valley Center. He would like to see a more uniform speed limit throughout the city. Director Newman stated that the city follows the STO. Some residential areas have been changed due to street limitations regarding width or conditions and are clearly marked with speed limit signs. If all streets were changed to a lower limit, speed limit signs would be needed throughout every neighborhood and street. Several Councilmembers stated they didn't see a need to changes to speed limits at this time. No action was taken.

**E. ORDINANCE 1406-24; FIREWORK SALES**

City Administrator Clark presented Ordinance 1406-24 regarding the sale and discharge of fireworks. The City of Wichita recently made changes to their firework ordinance. To capture tax revenue from July 5<sup>th</sup>, the proposed ordinance would allow the sale and discharge of fireworks on July 5<sup>th</sup> matching the hours of July 4<sup>th</sup>. Kerstetter stated that although he is in favor of the change this year. He would like to have it reviewed when the holiday isn't part of a weekend.

Stamm moved to approve Ordinance 1406-24 regarding the sale and discharging of fireworks within the city limits of Valley Center for 1st. reading. Motion seconded by Evans. Vote Yea: Unanimous. Motion carried.

**F. APPROVAL TO CLOSE CITY OFFICES JULY 5, 2024**

City Administrator Clark requested Council approve closure of City offices on July 5<sup>th</sup>. All essential services, including emergency response and public safety, will continue to operate as usual. Clark stated that staff works very hard, and he would like to recognize them with additional time off.

Evans moved to close city offices on July 5<sup>th</sup> in observance of July 4<sup>th</sup> holiday. Motion seconded by Stamm. Vote Yea: Stamm, Evans, Gregory, Kerstetter, Wilson, and Colbert. Opposed: Kerstetter. Motion carried.

**CONSENT AGENDA**

**A. APPROPRIATION ORDINANCE – JUNE 4, 2024**

**B. DELINQUENT ACCOUNT REPORT – MARCH 2024**

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

**STAFF REPORTS**



PARKS AND PUBLIC BUILDINGS DIRECTOR OWNINGS

The ribbon cutting for the Lions Park splash pad was held. Thanked Mayor Truman and Councilmember Gregory for attending. Reported that the Ford Street welcome sign has been installed. He plans to have public survey out next week. Wilson asked how public is aware of evening closures of the splash pad. Ownings and Clark stated that pool rentals are handled by the rec. commission and pool staff. Due to the large number of after-hour rentals, it would probably be best to assume that the splash pad at Lions Park is only open to public use without pool entry fee in the mornings.

PUBLIC WORKS DIRECTOR EGGLESTON

Reported on progress on Meridian project.

CITY CLERK/HR DIRECTOR CARRITHERS

Have received 44 resumes/applications for the Community Development Director position. Have begun the review process. The Public Safety and Public Works departments continue to accept applications for openings.

CITY ADMINISTRATOR CLARK

Introduced Clint Miller as the Finance Director. He will begin with the city next Monday, June 10<sup>th</sup>.

**GOVERNING BODY REPORTS –**

Stamm moved to adjourn, second by Gregory. Vote Yea: Unanimous.

**ADJOURN -**

**The meeting adjourned at 8:25 PM.**

---

**Kristi Carrithers, City Clerk**

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

**A. MINUTES:**

**RECOMMENDED ACTION:**

**Staff recommends motion to approve the minutes of the June 4, 2024, Regular Council Meeting as presented/ amended.**

## **PRESENTATIONS / PROCLAMATIONS**

## **PUBLIC FORUM**

## **APPOINTMENTS**

## **OLD BUSINESS**

### **A. ORDINANCE 1406-24; FIREWORK SALE AND DISCHARGE:**

City Administrator Clark will present Ordinance 1406-24 regarding changes to the current ordinance regulating the sale and discharge of fireworks for 2<sup>nd</sup> reading.

- Ordinance 1406-24

**ORDINANCE NO. 1406-24**

**AN ORDINANCE OF THE CITY OF VALLEY CENTER, KANSAS  
AMENDING CHAPTER 9.75 OF THE VALLEY CENTER, KANSAS  
MUNICIPAL CODE BY AMENDING SECTION B OF CHAPTER 9.75.030  
THEREOF DESIGNATING THE TIMES AND DAYS FOR THE RETAIL  
SALE AND DISCHARGE OF FIREWORKS.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF  
VALLEY CENTER, KANSAS;**

**Section 1. Section B of Chapter 9.75.030 of the Municipal Code of Valley Center, Kansas is hereby amended to read as follows:**

- B.** Except as provided for in this chapter, it is unlawful for any person to possess, store, offer for sale, expose for sale, or sell at retail, or use or explode any fireworks as the same is described in this chapter. Anyone desiring to sell at retail any of those items specifically exempted from the definition of fireworks as set out in this chapter, shall comply with the requirements of the section before initiating such sales. Persons, corporations, partnerships, or others entitled and engaged in the business of the storage and sale at wholesale of fireworks shall be permitted to possess, to store, to offer the bona fide wholesale sales, to expose for bona fide wholesale sales any fireworks; provided, that the fire chief shall have power to adopt reasonable rules and regulations for the granting of permits for supervised public displays of fireworks by jurisdiction, fair associations, amusement parks, or other organizations or for the use of fireworks by artisans in pursuit of their trade. Every such use or display shall be handled by a competent operator approved by the fire chief, and shall be of such character and so located, discharged or fired, as in the opinion of the fire chief after proper investigation, so as not to be hazardous to property or endanger any person. The retail sale of fireworks, as defined in this chapter, shall only be permitted from June 27<sup>th</sup> through July 5<sup>th</sup>. The sale and discharge of such fireworks shall only be permitted on the days of June 27<sup>th</sup> through July 3<sup>rd</sup> between the hours of ten a.m. and ten p.m. and on July 4<sup>th</sup> and July 5<sup>th</sup> between the hours of ten a.m. and eleven-thirty p.m. and shall not occur on any publicly owned property or any other area accessible to the general public except as expressly permitted by the police chief through a block party permit.

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

**PASSED AND APPROVED by the Governing Body of the City of Valley Center, Kansas, this 18<sup>th</sup> day of June 2024.**

First Reading: June 4, 2024

Second Reading: June 18, 2024

{SEAL}

---

James E. Truman, Mayor

ATTEST:

---

Kristi Carrithers, City Clerk

**OLD BUSINESS**

**RECOMMENDED ACTION**

**A. ORDINANCE 1406-24; FIREWORK SALE AND DISCHARGE:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommends motion to approve Ordinance 1406-24, regarding the sale and discharge of fireworks within the city limits of Valley Center for 2<sup>nd</sup> reading.**

## **NEW BUSINESS**

### **A. DESIGNATION OF ACCOUNT SIGNERS-EMPRISE, HALSTEAD AND INTRUST BANK:**

With the employment of Clint Miller as Finance Director new signers need to be designated for checking accounts at Halstead Bank, Intrust Bank and Emprise Bank. Staff requests official action to authorize persons to sign checks. The following people are requested:

Brent Clark – City Administrator  
Chad Clinton Miller – Finance Director  
Desirae Womack – City Treasurer  
James (Jet) Truman – Mayor  
Ben Anderson – Council President

Should Council choose to proceed

### **RECOMMENDED ACTION**

**Staff recommends motion to approve Brent Clark, Clint Miller, Desirae Womack, Mayor James Truman and Ben Anderson as authorized signers on City of Valley Center checking accounts.**



**NEW BUSINESS**

**B. APPROVE BID FOR GOFF DRAINAGE CONCRETE FLUME:**

Public Works Director Eggleston will present bids received for the installation of concrete flume for Goff St. drainage. Staff will recommend acceptance of bid from Class Alpha Service in the amount of \$24,906.00.

- Staff Memo and Map
- Class Alpha Services bid
- Heinz Construction bid



**June 18, 2024**

**To: Mayor Truman & Members of Council**

**From: Rodney Eggleston – Public Works Director**

**Subject: Install concrete flume in Goff drainage**

## **BACKGROUND**

---

The drainage area shown in the attached drawing has been experiencing considerable silting over the years. This results in pooling of water in several places and makes mowing difficult. Our city engineers suggested a concrete flume be constructed at the bottom of the drainage ditch. This would allow for better flow and help to maintain a consistent grade.

## **PROPOSAL**

---

City staff is recommending the construction of a concrete flume in the bottom of the Goff drainage channel by Class Alpha Services.

## **FINANCIAL CONSIDERATION**

---

This cost will be taken from the system improvement line item within the stormwater budget.

## **SUMMARY**

---

Staff are recommending the approval of the quote from Class Alpha Services in the amount of \$24,906.00 and authorize the mayor to sign.

Sincerely,

Rodney Eggleston  
Public Works Director



Geographic Information Services  
Sedgwick County...  
working for you

Date: 6/11/2024

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

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

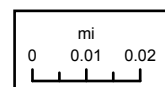
© 2024 Sedgwick County Kansas Government.  
All rights reserved.

**My Map**

**Sedgwick County, Kansas**



1:2,257



**Class Alpha Services, LLC**

236 N Pennsylvania Ave  
 Wichita, KS 67214  
 info@classalphaservices.com  
 www.classalphaservices.com

**Estimate****ADDRESS**

Ron Ekstrom  
 Valley Center  
 545 W Clay  
 Valley Center, KS 67147

ESTIMATE 1134  
 DATE 03/25/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/25/2024	Dirt Work	Grade drainage ditch to correct flow.	1	5,653.00	5,653.00
03/25/2024	Concrete Slab	Install concrete flume 4" deep 4' wide with 1' lip on each side 4000 psi w/no fly ash filler with fiber added. Cost of satisfactory bond included.	1	19,253.00	19,253.00

By accepting the terms of this estimate, Class Alpha Services will perform the services as described in this document. Any additional work not covered in this estimate will incur additional charges. Any changes requested by the client to services described in this estimate are not binding unless accepted by Class Alpha Services in writing. Any requested changes may lead to additional charges, which the client agrees to pay when requesting and approving. PAYMENT A 50% deposit is due before work begins. The remaining balance is due on completion. Late payments are subject to a 5% late charge compounded daily. Late charges will be applied every 5 days an invoice remains unpaid. The client is responsible for all applicable federal, state, and local taxes levied on the transaction as described in this estimate. No tax exemptions will be recognized unless a valid tax exemption certificate is provided.

SUBTOTAL	24,906.00
TAX	0.00
<b>TOTAL</b>	<b>\$24,906.00</b>

Accepted By

Accepted Date

BILL TO		JOB LOCATION	
Name: _____		Address: _____	
Address: _____		Intersection of: _____	
City: _____ St.: _____ Zip: _____		City: _____ St.: _____ Zip: _____	
Phone: _____		Bid Rep: _____ Date: _____	
Email: _____		Phone: _____ Email: _____	

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**NEW BUSINESS**

**RECOMMENDED ACTION**

**B. APPROVE BID FOR GOFF DRAINAGE CONCRETE FLUME:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommend acceptance of bid for concrete drainage flume from Class Alpha Services in the amount of \$24,906.00 and authorize Mayor or City Administrator to sign.**

**NEW BUSINESS**

**C. APPROVE SUPPLEMENTAL AGREEMENT NO. 1 WITH PEC FOR TRAILS END MASS GRADING:**

City Engineer Scheer will request approval of supplemental agreement with PEC for additional inspection services due to additional contract time. Cost of supplemental agreement is \$68,000.00.

- Supplemental Agreement No. 1



June 06, 2024

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

Reference: Prairie Lakes – Trails End Mass Grading  
Supplemental Agreement No. 1  
Original Contract Date: May 17, 2022  
PEC Project No. 35-217013-011-2502

Dear Mr. Clark:

This Supplemental Agreement by Professional Engineering Consultants, P.A. (PEC) modifies the referenced Agreement, and any other previous Supplemental Agreements as may be noted herein.

A. Modification of Scope:

1. Additional Inspection Services provided by PEC Field Services due to additional Contract Time being added to Project and the Contractor exceeding Contract Time.

B. Payment Provisions:

1.	Original Contract amount	\$	119,543.63
2.	Net change by previous Supplemental Agreement(s)	\$	0.00
3.	The contract amount will increase by this Supplemental Agreement	\$	<u>68,000.00</u>
4.	The new contract amount including this Supplemental Agreement	\$	<b>187,543.63</b>

C. Authorization to Proceed:

1. Return receipt of this executed Supplemental Agreement will be considered our authorization to proceed.

Sincerely,  
**PROFESSIONAL ENGINEERING CONSULTANTS, P.A.**

Matthew J. Haug, P.E., PTOE  
VP Inspection

GSA:apg

ACCEPTED:

CITY OF VALLEY CENTER

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

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

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



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

**C. APPROVE SUPPLEMENTAL AGREEMENT NO. 1 WITH PEC FOR TRAILS END MASS GRADING**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommends approval of Prairie Lakes-Trails End Mass Grading supplemental agreement # 1 with PEC in the amount of \$68,000.00 and authorize Mayor or City Administrator to sign.**

**NEW BUSINESS**

**D. APPROVE AGREEMENT WITH PEC FOR SENECA STREET RECONSTRUCTION:**

City Engineer Scheer will present for approval a design agreement with PEC for Seneca Street Reconstruction from Ford Street to 5<sup>th</sup> Street in an amount of \$365,000.00. The estimated construction budget of the project is \$4,994,000.00.

- Agreement with PEC for Seneca Street Reconstruction
- Concept Estimate
- Concept
- 3 Lane Bridge



June 10, 2024

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

Reference: AGREEMENT for Seneca Street Reconstruction from Ford Street to 5<sup>th</sup> Street  
Valley Center, KS  
PEC Project No. 35-217013-017-2502

Dear Mr. Clark:

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

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

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

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

Mr. Brent Clark  
City of Valley Center  
Seneca Street Reconstruction from Ford Street to 5<sup>th</sup> Street  
June 10, 2024  
Page 2

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

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

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

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

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

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

Mr. Brent Clark  
City of Valley Center  
Seneca Street Reconstruction from Ford Street to 5<sup>th</sup> Street  
June 10, 2024  
Page 3

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

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

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

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

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

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

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

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

Mr. Brent Clark  
City of Valley Center  
Seneca Street Reconstruction from Ford Street to 5<sup>th</sup> Street  
June 10, 2024  
Page 4

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

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

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

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

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

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

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

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

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

Mr. Brent Clark  
City of Valley Center  
Seneca Street Reconstruction from Ford Street to 5<sup>th</sup> Street  
June 10, 2024  
Page 5

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

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

KMS:mmm

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: \_\_\_\_\_, Signatory

Printed Name: Benjamin M. Mabry, PE

Title: VP of Municipal Transportation

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

ACCEPTED:

CITY OF VALLEY CENTER

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

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

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

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



## **EXHIBIT A**

### **A. Project Description:**

1. The Project shall consist of field survey, geotechnical investigation, and engineering design services for roadway reconstruction of Seneca Street from Ford Street (77<sup>th</sup> Street) to 5<sup>th</sup> Street (85<sup>th</sup> Street) including the reconstruction of Valley Center Bridge 004 (NBI 528550870000004). The estimated construction budget of \$4,994,000.00.
2. The Project delivery method is design-bid-build.

### **B. Anticipated Project Schedule:**

1. The fully executed copy of the contract will serve as PEC's notice to proceed with the services.
2. PEC shall commence its services on the Project within 14 days after receiving CLIENT's notice to proceed.
3. PEC and CLIENT anticipate the notice to proceed in June of 2024 with preliminary plans within eight (8) months and final plans in five (5) months from approved preliminary plans with construction in fall of 2025.
4. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. Project deliverable schedules will be impacted by untimely receipt of information necessary to complete design. PEC will not have control over or responsibility for any CLIENT, contractor, or vendor's performance schedule.

### **C. Project Deliverables:**

1. This Project Deliverables shall consist of the following sealed by an Engineer licensed in the State of Kansas where applicable:
  - a) Geotechnical Report in portable document format (PDF).
  - b) Preliminary Plans (and supplemental specifications if necessary) and associated engineer's opinion of probable cost in PDF.
  - c) Written legal descriptions and associated map exhibits for acquisition of easement and right-of-way determined necessary to be acquired by the CLIENT in order to construct the PROJECT.
  - d) Final Plans (and supplemental specifications if necessary) and associated engineer's opinion of probable cost in PDF format.

### **D. Scope of Services:**

1. Field Survey Services:
  - a) Set inter-visible control points throughout the project area. Obtain reference ties.
  - b) Set benchmarks throughout project, within building area for construction.
  - c) Recover sufficient monumentation as required to enable drafting of boundary information.
  - d) Procure Ownership and Encumbrance Report(s) for four (4) unplatted subject parcel(s).
  - e) Collect topographic survey data, including surface locations sufficient to provide 1'



contours.

- f) Locate all above and below grade utility improvements. PEC will not be responsible for searching for utilities beyond utilizing the One Call system.
- g) Compare record information received from utility providers to actual utilities flagged in the field. Notify locating service of any discrepancies and make a reasonable effort to resolve in the field. Utilities identified in record information that cannot be resolved in the field will be drafted in the general alignment shown in the record information and will be specifically identified as "RECORD" on the deliverable drawing. PEC is not responsible for the accuracy of utility information not physically identified on-site.
- h) Locate all sanitary and storm sewer structures, such as area inlets, curb inlets, junction boxes, manholes, etc., the top of structure information will be collected as well as all flowlines in and out, and pipe size/material.
- i) Locate all buildings and substantial features, including sidewalks, paving limits/type, playground areas/equipment, landscape areas, etc.
- j) Tree limits, groups of trees and specimen trees will be identified and shown in the drawing.
- k) Survey limits that extend into the adjacent street right of way shall include all improvements/utilities within the half width of right of way.
- l) The coordinate base will be Kansas State Plane NAD 83(2011) South Zone and the elevations will be referenced to the NAVD 88 datum.

## 2. Geotechnical Services:

- a) PEC will use an appropriate One-Call utility locate system prior to arriving onsite.
- b) (2) subsurface borings to depths 50 feet below existing grade.
- c) (1) subsurface borings to depths 30 feet below existing grade.
- d) (7) subsurface borings to depths 10 feet below existing grade
- e) SPT sampling at the following intervals:
  - i. 1.5, 3.0, 6.0, 8.5, and at 5.0 intervals thereafter
- f) Relatively undisturbed soil samples (Shelby Tubes) will also be obtained.
- g) Grab/bulk samples from auger cuttings will be obtained depending on site conditions.
- h) Laboratory testing will be performed to determine the following index and engineering properties:
  - i. Moisture Content
  - ii. Density
  - iii. Atterberg Limits
  - iv. Percent Passing #200 sieve
  - v. Unconfined compressive strength
- i) Geotechnical report, including boring logs, soil descriptions and classifications, groundwater elevations at the time of drilling, and laboratory test results.
- j) Geotechnical recommendations, including deep and shallow foundation design parameters, earthwork, excavation, soil stabilization, and controlled fill.
- k) Boreholes will be plugged with sodium bentonite, auger cuttings (spoils) and capped with similar materials.
- l) General cleanup of the site.

3. Civil Engineering Design Services:

- a) PEC shall provide engineering design services in accordance with Article IV, paragraph 7 of Agreement No. 206-22 between the Secretary of Transportation and the City of Valley Center.
- b) Provide project correspondence and consultation with CLIENT.
- c) Provide quality control review prior to submission of project deliverables.
- d) Attend and assist in facilitating a pre-design kickoff meeting with CLIENT to formalize the design criteria and PROJECT boundaries, lines of communication and overall project procedures.
- e) Attend and assist in facilitating a design review meeting with the CLIENT to review the plans.
- f) Prepare preliminary plans and supplemental specifications, if necessary, in accordance with the current design criteria of the CLIENT along with an engineer's opinion of probable cost. The anticipated plan sheets are as follows:
  - i. Title Sheet
  - ii. Key Map and General Notes
  - iii. Typical Sections
  - iv. Paving Plan
  - v. Storm Sewer Plan
  - vi. Paving Details
  - vii. Storm Sewer Details
  - viii. Bridge Plan
  - ix. Bridge Details
  - x. Erosion Control Plan
  - xi. Erosion Control Details
  - xii. Traffic Control Plan and Construction Sequencing
  - xiii. Cross Sections
- g) Bridge shall be designed in accordance with 2021 KDOT Bridge Design Manual, Volume 3 and AASHTO Bridge Design Specifications 9th Edition and AASHTO Standard Specifications for Highway Bridges 17th Edition along with an engineer's opinion of probable cost. The Design basis will be as follows:
  - i. Anticipated structure type is Reinforced Concrete Haunched Slab (RCSH)
  - ii. Anticipated span configuration is 30'-40'-30'
  - iii. Deck Width = 52'
  - iv. Roadway Width = 39'
  - v. 27" Standard (KDOT) Bridge Corral Rail
  - vi. Multi-use path width = 10' (Left Edge)
- h) An updated load rating with load rating summary sheet and AASHTOWare model.
- i) An Inventory Inspection of the structure upon completion of construction.
- j) Propose a construction sequence for orderly construction of the PROJECT, if determined necessary during design.
- k) Identify proposed easements and right-of-way that may be needed in order to construct the improvements, if determined necessary during design.

- l) Prepare legal descriptions and associated map exhibits for easement and right-of-way tracts for up to four (4) properties to be acquired by the CLIENT in order to construct the PROJECT.
- m) Provide utility coordination, including:
  - i. Compare record utility information/maps to surveyed utility information. Notify utility owners of any discrepancies and acquire updated utility information for location verification.
  - ii. Provide concept plans to utility companies for review.
  - iii. Facilitate utility coordination meeting.
  - iv. Identify potential utility conflicts with proposed project construction limits.
  - v. Provide preliminary utility plans and utility conflict list to utility companies for their review, comment and use in developing respective utility relocation plans.
  - vi. Review utility relocation plans as provided by individual utility owners.
  - vii. Provide final utility plans to utility companies.
  - viii. Request utility relocation completion from each utility owner by clear date/relocation deadline.
  - ix. Report cleared utilities to the CITY.
  - x. Record PROJECT related correspondence with the utility companies.
- n) Pothole in up to ten (10) proposed locations including cold patch pavement replace at all 3'x3' potholes, 5'-6' deep, backfill with sand, saw cut existing pavement, labor, and materials (by subconsultant).
- o) Prepare a Storm Water Pollution Prevention Plan (SWPPP) will be prepared in accordance with the City of Wichita and Kansas Department of Health and Environment (KDHE) requirements. This plan will assist in the completion of the KDHE Notice of Intent Form.
- p) Prepare and submit on behalf of the CLIENT a of United States Army Corps of Engineers (USACE) 404 Permit.
- q) Prepare final plans and supplemental specifications, if necessary, in accordance with the current design criteria of the CLIENT along with an engineer's opinion of probable cost.

4. Electrical Design Services:

- a) Provide site power distribution design, including main service entrance and distribution panel
- b) Provide site lighting calculations for future lighting layout in order to provide accurate conduit routing and pull boxes/stub up locations.
- c) Prepare site lighting plans to include:
  - i. Lead sheet with notes and symbols
  - ii. Site plan sheets as required to cover area
  - iii. Partial plan areas as required
  - iv. Electrical one-line diagram and panel schedules
  - v. Details and control wiring diagrams for future lighting control

5. Bidding Services:

- a) Advertise PROJECT and distribute bid documents to prospective bidders.
- b) Respond to bidder's requests for information during the bidding process.
- c) Maintain bid document holders list.
- d) Attend and assist in facilitating the pre-bid conference, if applicable.
- e) Attend bid opening and prepare bid tabulation.
- f) Provide bid tabulation and notice of award to CLIENT.

**E. Additional Responsibilities of CLIENT:**

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

- 1. Drawings, studies, reports, and other information available pertaining to the needs of the PROJECT.
- 2. Attend all PROJECT progress meetings.
- 3. Provide access to the PROJECT area property.
- 4. Provide CLIENT utility locates within the PROJECT area.
- 5. Provide prompt review of the PROJECT plans and specifications. Comments shall be returned within 14 calendar days of the plan submittal.
- 6. Easement and right-of-way appraisal and acquisition, if necessary, for construction of the PROJECT.

**F. Additional Services:**

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

- 1. Field Survey and Geotechnical Services beyond those specifically identified in the above scope of services.
- 2. Production of record drawings, as-builts, or release of electronic files.
- 3. Additional services associated with an expansion of the PROJECT or increase in PROJECT size and construction cost.
- 4. Geographic Information Systems (GIS) data collection and mapping services.
- 5. Attendance at public meetings beyond those specifically identified in the above scope of services.
- 6. Analysis of existing utility systems.
- 7. Design of retaining walls.
- 8. Assistance with preparation of additional permits beyond those specifically identified in the above scope of services.
- 9. Alternate designs not specifically listed in the Scope of Services.
- 10. Construction Phase Services: Includes Construction Administration, Construction Testing, Inspection and Observation, Construction Staking related to the project.
- 11. Utility Relocation/Extension Design: Includes any public utility design not included within the scope of services above.
- 12. Landscape Architecture Services: Includes landscape design and tree planting.

**G. Exclusions:**

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

1. Multi-Use Path along the West side of the project area, to be designed and constructed under a separate agreement as associated with WAMPO funding acquired by the City of Valley Center.
2. Additional services not included in the above scope of services.
3. FEMA Levee Certification and LOMC Application.
4. Franchise Utility Design.
5. Railroad/Railway Design.
6. Environmental site assessments.
7. Appraisal and acquisition of easements and right-of-way.
8. Permit and review fees.
9. Code mandated special structural inspections. The CLIENT shall establish and pay for a testing and inspection plan that includes all code mandated special structural inspections to be performed, if required.

**H. PEC's Fees:**

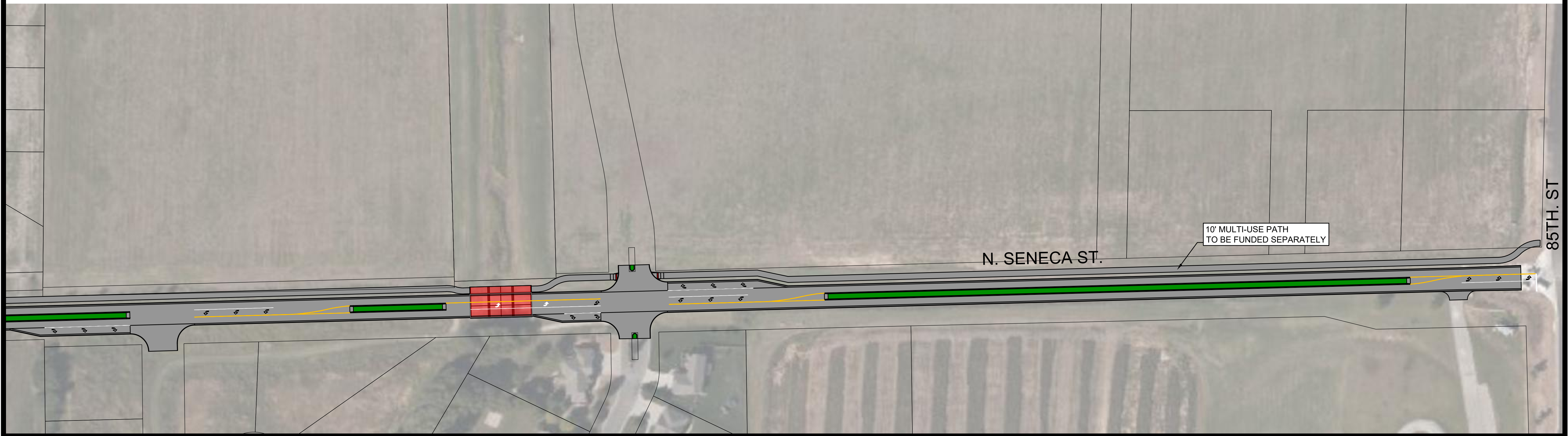
1. PEC will invoice CLIENT one time per month for services rendered incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.
2. PEC's Fee for its Scope of Services will be on a lump sum basis in the amount of **\$365,000.00.**
3. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

OWNER: City of Valley Center  
 PROJECT: North Seneca - Concept Estimate  
 PEC PROJECT NO: 217013-009  
 DATE: June 2024

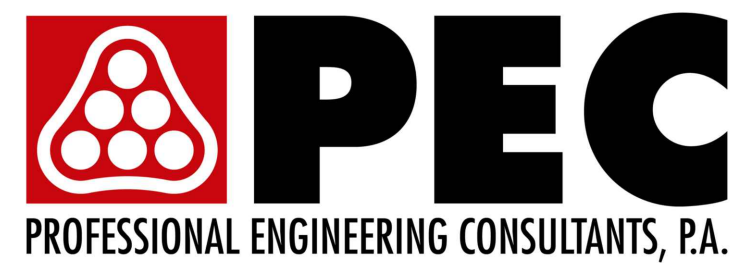


ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S OPINION OF PROBABLE COST	
				UNIT PRICE	COST
OVERALL COST - Concept with Median - Concrete Option					
1	8" Concrete Pavement	11,963	SY	\$ 74.00	\$ 885,262.00
2	8" Reinforced Concrete Valley Gutter	1,437	SY	\$ 74.00	\$ 106,338.00
3	7" Crushed Concrete	15,892	SY	\$ 15.00	\$ 238,380.00
4	6" Crushed Concrete	1,517	SY	\$ 13.00	\$ 19,721.00
5	8" Reinforced Concrete Drive	58	SY	\$ 74.00	\$ 4,292.00
6	6" Reinforced Concrete Drive	76	SY	\$ 66.00	\$ 5,016.00
7	Monolithic Edge Curb	464	LF	\$ 12.00	\$ 5,568.00
8	Combined Curb and Gutter	6,841	LF	\$ 15.00	\$ 102,615.00
9	Median Curb	4,050	LF	\$ 17.00	\$ 68,850.00
10	Concrete Ramp Nose (Median)	6	EACH	\$ 750.00	\$ 4,500.00
11	Bridge Replacement	1	LS	\$ 1,170,000.00	\$ 1,170,000.00
12	Sidewalk Ramp	4	EACH	\$ 1,000.00	\$ 4,000.00
13	Utility Adjustments	1	LS	\$ 7,500.00	\$ 7,500.00
14	Unclassified Excavation	8,705	CY	\$ 15.00	\$ 130,575.00
15	STORM SEWER	1	LS	\$ 850,000.00	\$ 850,000.00
16	Pavement Marking and Signing	1	LS	\$ 25,000.00	\$ 25,000.00
17	Traffic Control	1	LS	\$ 100,000.00	\$ 100,000.00
18	Temporary and Permanent Project Seeding	1	LS	\$ 35,000.00	\$ 35,000.00
19	Erosion Control	1	LS	\$ 25,000.00	\$ 25,000.00
20	Mobilization	1	LS	\$ 100,000.00	\$ 100,000.00
21	SWPPP Inspection	1	LS	\$ 12,500.00	\$ 12,500.00
22	Construction Staking	1	LS	\$ 22,500.00	\$ 22,500.00
23	Site Clearing and Restoration	1	LS	\$ 25,000.00	\$ 25,000.00
24	Elec. Pull Boxes/Conduit for Fut. Lighting	1	LS	\$ 175,000.00	\$ 175,000.00
SUBTOTAL CONSTRUCTION				\$	4,122,617.00
CONTINGENCIES			10.0%	\$	412,261.70
TOTAL CONSTRUCTION				\$	4,534,878.70
PROJECT COSTS			35.0%	\$	1,587,207.55
PRELIMINARY ENGINEERING (PE)			10.0%	\$	453,487.87
RIGHT OF WAY			2.5%	\$	113,371.97
UTILITY RELOCATION			2.5%	\$	113,371.97
CITY FINANCING/LEGAL/ADMIN			7.5%	\$	340,115.90
CONSTRUCTION ENGINEERING (CE)			12.5%	\$	566,859.84
TOTAL PROJECT COST				\$	6,122,086.25
SEDGWICK COUNTY					
1	8" Concrete Pavement	1,871	SY	\$ 74.00	\$ 138,454.00
2	7" Crushed Concrete	2,576	SY	\$ 15.00	\$ 38,640.00
3	6" Reinforced Concrete Drive	38	SY	\$ 66.00	\$ 2,508.00
4	Combined Curb and Gutter	1,238	LF	\$ 15.00	\$ 18,570.00
5	Median Curb	676	LF	\$ 17.00	\$ 11,492.00
6	Concrete Ramp Nose (Median)	2	EACH	\$ 750.00	\$ 1,500.00
7	Unclassified Excavation	1,288	CY	\$ 15.00	\$ 19,320.00
8	STORM SEWER	1	LS	\$ 120,000.00	\$ 120,000.00
9	Pavement Marking and Signing	1	LS	\$ 5,000.00	\$ 5,000.00
10	Traffic Control	1	LS	\$ 12,000.00	\$ 12,000.00
11	Temporary and Permanent Project Seeding	1	LS	\$ 7,500.00	\$ 7,500.00
12	Erosion Control	1	LS	\$ 5,000.00	\$ 5,000.00
13	Mobilization	1	LS	\$ 25,000.00	\$ 25,000.00
14	SWPPP Inspection	1	LS	\$ 2,500.00	\$ 2,500.00
15	Construction Staking	1	LS	\$ 4,000.00	\$ 4,000.00
16	Site Clearing and Restoration	1	LS	\$ 5,000.00	\$ 5,000.00
SUBTOTAL CONSTRUCTION				\$	416,484.00
CONTINGENCIES			10.0%	\$	41,648.40
TOTAL CONSTRUCTION				\$	458,132.40
MULTI-USE PATH					
1	Sidewalk	5,275	SY	\$ 58.00	\$ 305,950.00
2	Unclassified Excavation	880	CY	\$ 16.00	\$ 14,080.00
3	Temporary and Permanent Project Seeding	1	LS	\$ 5,000.00	\$ 5,000.00
4	Erosion Control	1	LS	\$ 10,000.00	\$ 10,000.00
5	Mobilization	1	LS	\$ 40,000.00	\$ 40,000.00
6	SWPPP Inspection	1	LS	\$ 1,500.00	\$ 1,500.00
7	Construction Staking	1	LS	\$ 7,500.00	\$ 7,500.00
8	Site Clearing and Restoration	1	LS	\$ 2,500.00	\$ 2,500.00
SUBTOTAL CONSTRUCTION				\$	386,530.00
CONTINGENCIES			10.0%	\$	38,653.00
TOTAL CONSTRUCTION				\$	425,183.00
PROJECT COSTS			35.0%	\$	148,814.05
PRELIMINARY ENGINEERING (PE)			10.0%	\$	42,518.30
RIGHT OF WAY			2.5%	\$	10,629.58
UTILITY RELOCATION			2.5%	\$	10,629.58
CITY FINANCING/LEGAL/ADMIN			7.5%	\$	31,888.73
CONSTRUCTION ENGINEERING (CE)			12.5%	\$	53,147.88
TOTAL PROJECT COST				\$	573,997.00

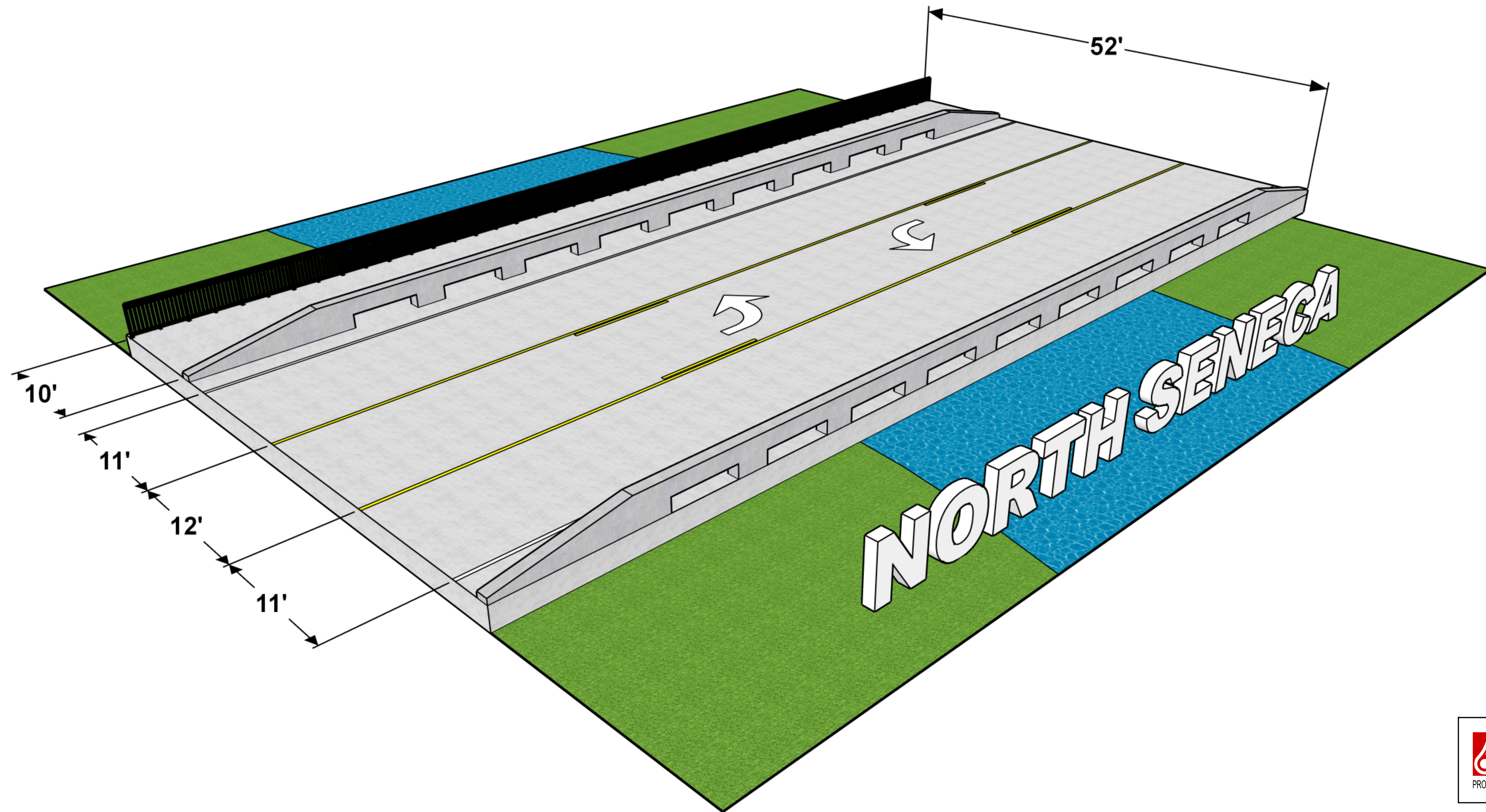




NORTH SENECA ST. - FORD ST. TO 5TH ST.  
RECONSTRUCTION PROJECT  
VALLEY CENTER, KANSAS









**NEW BUSINESS**

**RECOMMENDED ACTION**

**D. APPROVE AGREEMENT WITH PEC FOR SENECA STREET  
RECONSTRUCTION:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends approval of agreement with PEC for the design of Seneca Street Reconstruction in an amount not to exceed \$365,000.00 and authorize Mayor or City Administrator to sign.**

**NEW BUSINESS**

**E. APPROVE AGREEMENT WITH PEC FOR SENECA STREET MULTI-USE PATH:**

City Engineer Scheer will present for approval a design agreement with PEC for Seneca Street Multi-Use Path from Ford Street to 5<sup>th</sup> Street in an amount of \$43,500.00.

- Agreement with PEC for Seneca St. Multi-Use Path



June 10, 2024

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

Reference: AGREEMENT for Seneca Street Multi-Use Path from Ford Street to 5<sup>th</sup> Street  
Valley Center, KS  
PEC Project No. 35-217013-018-2502

Dear Mr. Clark:

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

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

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

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

Mr. Brent Clark  
City of Valley Center  
Seneca Street Multi-Use from Ford Street to 5<sup>th</sup> Street  
June 10, 2024  
Page 2

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

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

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

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

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

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

Mr. Brent Clark  
City of Valley Center  
Seneca Street Multi-Use from Ford Street to 5<sup>th</sup> Street  
June 10, 2024  
Page 3

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

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

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

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

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

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

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

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

Mr. Brent Clark  
City of Valley Center  
Seneca Street Multi-Use from Ford Street to 5<sup>th</sup> Street  
June 10, 2024  
Page 4

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

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

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

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

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

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

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

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

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

Mr. Brent Clark  
City of Valley Center  
Seneca Street Multi-Use from Ford Street to 5<sup>th</sup> Street  
June 10, 2024  
Page 5

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

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

KMS:mmm

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: \_\_\_\_\_, Signatory

Printed Name: Benjamin M. Mabry, PE

Title: VP of Municipal Transportation

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

ACCEPTED:

CITY OF VALLEY CENTER

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

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

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

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



## **EXHIBIT A**

### **A. Project Description:**

1. The Project shall consist of a 10' multi-use path along the West side of Seneca Street in Valley Center, KS between Ford Street (77<sup>th</sup> Street) to 5<sup>th</sup> Street (85<sup>th</sup> Street) with an estimated construction budget of approximately \$427,200.00.
2. The Project delivery method is design-bid-build.

### **B. Anticipated Project Schedule:**

1. PEC shall commence its services on the Project within 14 days after receiving CLIENT's notice to proceed.
2. PEC and CLIENT anticipate the design duration to complete Final Plans to be upon a mutually agreed upon schedule.
3. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. Project deliverable schedules will be impacted by untimely receipt of information necessary to complete design. PEC will not have control over or responsibility for any CLIENT, contractor, or vendor's performance schedule.

### **C. Project Deliverables:**

1. This Project Deliverables shall consist of the following sealed by an Engineer licensed in the State of Kansas where applicable:
  - a) Field Check Plans and supporting documents to the Kansas Department of Transportation (KDOT) and the CLIENT and associated engineer's opinion of probable cost in PDF format.
  - b) Office Check Plans and supporting documents to the KDOT and the CLIENT and associated engineer's opinion of probable cost in PDF format.
  - c) Plans, Specifications and Estimate (PS&E) Plans and supporting documents to the KDOT and the CLIENT and associated engineer's opinion of probable cost in PDF format.
  - d) Final Letting Plans and supporting documents to the KDOT and the CLIENT and associated engineer's opinion of probable cost in PDF format.

### **D. Scope of Services:**

1. Civil Engineering Design Services:
  - a) Participate in pre-design meeting with CLIENT to formalize the design criteria and PROJECT boundaries.
  - b) Prepare plans (and supplemental specifications if necessary) in accordance with the current design criteria of the CLIENT and KDOT. Below are the anticipated items to be provided in the plans:
    - i. Demolition plans identifying pre-construction items to be removed for construction of the proposed improvements.
    - ii. Geometry plans for the proposed layout identifying the proposed



- improvements and project stake-out coordinates.
  - iii. Paving plans identifying the limits of the proposed pavement, along with a typical section (based on geotechnical report) that includes subgrade preparation and pavement thickness, including paving details.
  - iv. Grading plans establishing proposed spot elevation and/or contours in the areas to be disturbed by construction.
  - v. Erosion control plans and details.
  - vi. Summary of quantities plans.
  - vii. Temporary and permanent seeding plans and details.
  - viii. Traffic control plans and details, including construction sequencing plans.
  - ix. Cross section plans depicting the pre-construction and design surfaces.
- c) Attend the Field Check design review meeting with the CLIENT to review the plans and be available to answer questions regarding the engineering design and plans.
  - d) Notify CLIENT of any easements and right-of-way that may be needed in order to construct the improvements, if determined necessary during design.
  - e) Advise CLIENT of utility conflicts and construction permits, as identified during design.
  - f) Propose a construction sequence for orderly construction of the PROJECT, if determined necessary during design.
  - g) Prepare a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Kansas Department of Health and Environment (KDHE) requirements. This plan will assist in the completion of the Notice of Intent (NOI) Form

**E. Additional Responsibilities of CLIENT:**

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

1. Drawings, studies, reports, and other information available pertaining to the needs of the PROJECT.
2. Attend all PROJECT progress meetings.
3. Provide access to the PROJECT area property.
4. Provide CLIENT utility locates within the PROJECT area.
5. Provide prompt review of the PROJECT plans and specifications. Comments shall be returned within 14 calendar days of the preliminary plan submittal.
6. Easement and right-of-way appraisal and acquisition, if necessary, for construction of the PROJECT.

**F. Additional Services:**

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

1. Field Survey Services (beyond the Scope of Services outlined in this exhibit).
2. Production of record drawings, as-builts, or release of electronic files.
3. Additional services associated with an expansion of the PROJECT or increase in PROJECT size and construction cost.
4. Meetings with local, State, or Federal agencies beyond those specifically identified in the above scope of services.
5. Analysis of existing utility systems.

6. Plan revisions, as necessary, to reduce the cost of construction after issue of CD's. (Typically referred to "Value Engineering" or "VE".)
7. Alternate designs not specifically listed in the Scope of Services.
8. Construction Phase Services: Includes Construction Administration, Testing, Inspection, and Construction Staking related to the project.
9. Utility Relocation/Extension Design: Includes any public utility design not included within the scope of services above.
10. Landscape Architecture Services: Includes landscape design and tree planting.

**G. Exclusions:**

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

1. Additional services not included in the above scope of services.
2. Franchise Utility Design.
3. Environmental site assessments.
4. Written legal descriptions and associated maps (to be provided in a separate agreement).
5. Appraisal and acquisition of easements and right-of-way.
6. Permit and review fees.
7. Code mandated special structural inspections. The CLIENT shall establish and pay for a testing and inspection plan that includes all code mandated special structural inspections to be performed, if required.

**H. PEC's Fees:**

1. PEC will invoice CLIENT one time per month for services incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.
2. PEC's Fee for its Scope of Services will be on a lump sum basis in the amount of **\$43,500.00**.
3. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

**NEW BUSINESS**

**RECOMMENDED ACTION**

**E. APPROVE AGREEMENT WITH PEC FOR SENECA STREET MULTI-USE PATH:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends approval of agreement with PEC for the design of Seneca Street Multi-Use Path in an amount not to exceed \$43,500.00 and authorize Mayor or City Administrator to sign.**

**NEW BUSINESS**

**F. VALLEY CENTER 2025 BUDGET-FIRST DRAFT:**

City Administrator Clark and Treasurer Womack will present the first draft of the Valley Center 2025 Budget.

- Valley Center 2025 Budget (will be available prior to meeting)

# Valley Center 2025 Budget Overview

*First Draft*



# 2025 Budget Valuation

- What is “Valuation”?
  - Valuation: The total assessed value of all real and tangible property within the City limits.
  - This includes all residential, commercial, industrial, land, and utilities within the City limits.
- Each class is assessed at a different rate
  - Residential 11.5%
  - Commercial 25%
  - Utilities 33%
  - Etc.
- The total FY25 valuation estimate for the city is \$76,200,524.
- 8.973% increase in overall valuation.

# 2025 Budget Valuation

## County Clerk's Budget Information for the 2025 Budget

1.	Valuation Information as of June 15, 2024:				
		Estimated Assessed Valuation	New Construction	Territory Added	Property with changed use
	Real Estate	\$71,643,854	\$465,359	\$9,981	\$35,001
	Personal Property	\$1,213,513			
	State Assessed	\$3,343,157			
	Total	\$76,200,524			
2.	Revenue-Neutral Rate				50.322

# 2025 Budget Valuation

## County Clerk's Budget Information for the 2025 Budget

3.	Actual Tax Rates Levied for the 2025 Budget:			
	Fund	Rate	\$ Amount Levied	
	General	23.006	\$1,753,069	
	Bond & Interest	13.601	\$1,036,403	
	Library	4.331	\$330,025	
	Employee Benefit	12.956	\$987,254	
	Emergency Equipment	.962	\$73,305	
	Total	54.856	\$4,180,056	
4.	Final Assessed Valuation from the November 1, 2023 Abstract			\$76,200,524
5.	Delinquency Rate (from 2022 Tax Year) for General Fund			2.24%



# 2025 Budget Valuation

## County Clerk's Budget Information for the 2025 Budget

6.	Neighborhood Revitalization District:		
	Valuation Subject to Rebates		0
7.	Tax Increment Financing (TIF):		
	TIF Total Assessed Valuation		\$93,999
	TIF Base Year Assessed Valuation		\$32,679
8.	Watercraft tax estimate		\$4,398
	6/14/2024	Provided by:	Kelly B Arnold, Sedgwick County Clerk

TIF Total Assessed Valuation FY24 = \$56,158 vs. FY25 \$93,999. An overall increase of \$37,841

# 2025 Budget Valuation

## Valuation Increase (Estimated)

2024 Budget	\$69,926,337
2025 Budget	\$76,200,524
Total Estimated Increase	8.973%

# How are my taxes calculated?

- Home Appraisal: \$200,000
- Assessed Value @ 11.5%: \$23,000

City Portion of Property Taxes:

Assessed Value: \$23,000

X City Mill Rate: .054856

---

City Portion Total \$1,261.69



# Revenue Neutral Rate

---

2024 Total Property Tax Billed = \$3,834,599

---

2025 Estimated Valuation = \$76,200,524

---

Revenue Neutral Rate = ( $\$3,834,599 / \$76,200,524$ ) = .50322 Mills x 1000 = 50.322

---

Proposed Mill Levy Rate = 54.856

---

Mill Value = ( $\$76,200,524 / 1000$ ) or \$76,201 per mill

---

Multiplied by proposed mill levy of 54.856 = \$4,180,082

---

54.856 will be the total mills levied if approved

---

Total ad valorem dollar increase of \$345,483 over 2024 budgeted ad valorem dollars.

# 2024/2025 Mill Levy Comparison

2024 Mill Levy Actual		2025 Mill Levy Estimate	
General Fund	22.476	General Fund	23.006
Emp. Benefit	12.956	Emp. Benefit	12.956
Bond & Interest	14.131	Bond & Interest	13.601
Library	4.331	Library	4.331
Emergency Equip.	0.962	Emergency Equip.	0.962
Total Mills	54.856	Total Mills	54.856
Mill Levy Exceeded by	4.909	Mill Levy Exceeded by	4.534

# 2024/2025 Mill Levy Comparison

2024 Mill Levy Actual		2025 Mill Levy Estimate	
Revenue Neutral Rate	49.947	Revenue Neutral Rate	50.322
Total Mills	54.856	Total Mills	54.856
Mill Levy Exceeded by	4.9	Mill Levy Exceeded by	4.5

**By not increasing the total mills levied we have lowered the amount exceeded by .4 mills**

# Taxing and Special Revenue Funds

Fund	Revenue Sources
General Fund	Ad Valorem/Sales Tax/Alcohol (1/3)/Franchise Fees
Library	Ad Valorem
Bond and Interest	Ad Valorem/Special Assessments/Delinquent Taxes
Employee Benefit	Ad Valorem/Employee Portion of Healthcare
Emergency Equipment	Ad Valorem – Dedicated mill levy of 1 mill
Special Parks and Rec	State Alcohol Distribution Taxes (1/3)
Special Alcohol	State Alcohol Distribution Taxes (1/3)
Special Streets and Highway	Sales Tax/State Funds/County Funds/GF Transfers

Valuation  
Increases  
per Fund

Fund	FY2024	FY2025
General Fund	\$144,623	\$181,426
Employee Benefit	\$81,066	\$81,288
Bond & Interest	\$88,418	\$48,274
Library	\$23,876	\$27,174
Emergency Equip.	\$5,284	\$6,036



# Library

2024 Budgeted Expenditures	2025 Budgeted Expenditures
\$345,000	\$372,000
\$(7,779) to Fund Balance	(\$7,648) to Fund Balance

- Expenditures intentionally over budgeted to ensure maximum dollars can be transferred.

# Bond and Interest Fund

2024 Budgeted Expenditures	2025 Budgeted Expenditures
\$2,287,000	\$2,487,700
\$(33,236) to Fund Balance	(\$4,413) to Fund Balance

# Employee Benefit Fund

2024 Budgeted Expenditures	2025 Budgeted Expenditures
\$1,354,650	\$1,385,700
(\$201,122) to Fund Balance	(\$149,614) to Fund Balance

- Employer KPERS Portion
  - Medicaid
  - FICA (Social Security)
  - Health Insurance
  - Workman's Comp
  - Unemployment
- Expenses over budgeted due to the volatility of the Health Insurance Marketplace.
  - FY23 Actuals for the Employee Benefit Fund came in lower than expected. With the new Pareto program, it is anticipated that this will continue to come in lower. We now have a \$40,000 cap on what the City must pay out on claims.

# Emergency Equipment Fund

2024 Budgeted Expenditures	2025 Budgeted Expenditures
\$71,896	\$73,000
\$8,199 to Fund Balance	\$14,000 to Fund Balance

- Continue transfer to Fleet Management Fund - \$48,000.
- \$25,000 for capital outlay –Fire Dept. Equipment.

# General Fund Revenue

Revenues:	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 BUDGET	2025 PROJECTED
Taxes	2,209,310	2,280,073	2,418,195	2,562,872	2,768,051
Licenses & Permits	681,001	801,928	802,254	783,386	821,250
Charges for Services & Fees	24,760	\$23,390	24,243	21,000	23,090
Fines & Forfeitures	148,613	150,363	156,535	162,000	166,860
Interest Earnings	764	18,866	77,840	25,000	50,000
Other Revenues	145,295	106,351	329,350	76,200	77,946
Miscellaneous	169,788	157,318	236,451	169,000	166,000
TOTAL REVENUE	3,379,530	3,538,290	4,044,868	3,799,458	4,073,197

# General Fund Expenditures

Expenditures:	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 BUDGETED	2025 REQUESTED
TOTAL REVENUE	\$ 3,379,530	\$ 3,538,289	\$ 4,044,868	\$ 3,799,458	\$ 4,073,197
Administration Department	\$ 687,414	\$ 793,317	\$ 867,826	\$ 921,719	\$ 950,152
Community Development Department	\$ 220,388	\$ 233,239	\$ 232,189	\$ 265,540	\$ 275,282
Park & Public Grounds Department	\$ 472,425	\$ 539,401	\$ 595,770	\$ 633,643	\$ 672,250
Police Department	\$ 1,222,690	\$ 1,374,227	\$ 1,383,999	\$ 1,486,374	\$ 1,544,203
Fire Department	\$ 409,556	\$ 418,057	\$ 525,300	\$ 520,458	\$ 563,950
Legal & Court Department	\$ 167,268	\$ 172,409	\$ 169,249	\$ 178,700	\$ 173,895
TOTAL EXPENDITURES	\$ 3,179,740	\$ 3,530,651	\$ 3,774,334	\$ 4,006,434	\$ 4,179,732
Budgeted Income (Gain/Loss)	\$ 199,790	\$ 7,639	\$ 270,534	\$ (206,976)	\$ (106,535)

Fund Balance - January 1	\$ 1,173,633	\$ 1,373,423	\$ 1,176,613	\$ 1,114,540	\$ 907,564
Fund Balance - December 31	\$ 1,373,423	\$ 1,381,062	\$ 1,447,147	\$ 907,564	\$ 801,030

# General Fund Increases & Requests

---

- \$24,000 – Cyber Security Plan (split between General Fund and Public Works).
- \$15,500 – GF Staff computer replacements.
- \$10,000 – Professional Services for upcoming projects.
- \$39,467 – Parks Contractuals: Mowing/Turf Maint., Custodial, Building/Equip/Pool Maint.
- \$18,138 – Police Restructuring.
- \$46,395 – Fire Restructuring.

**\$153,500 in total requests** - *Currently in the proposed FY25 General Fund Budget*

# Special Streets and Highway

Gas Tax Distributions	2023 Actual	2024 Budgeted	2024 Estimated
State Distribution	\$199,657	\$205,000	\$207,000
County Transfer	\$87,950	\$90,000	\$92,000
Total	\$287,607	\$295,000	\$299,000



# Special Streets and Highway

2024 Budgeted Expenditures	2025 Budgeted Expenditures
\$1,284,940	\$1,315,477
\$(189,940) to Fund Balance	(\$216,477) to Fund Balance

- \$180,000 in system improvement line for mill and overlay and general road rehab.
- \$100,000 CIP contribution has been left in the budget in the event sales tax revenues come in high.
- Street Sweeper will be paid in full in FY25.

# Enterprise Funds

Fund	Revenue Source
Water	User Charges/Fees
Sewer	User Charges/Fees
Storm Water	User Charges/Flat monthly charge
Solid Waste	User Charge/Flat monthly charge



# Water

- Water & Equip. Reserve transfers.
- Well-maintenance program.
- Budgeting for extra water meters due to new developments.

2023 Budgeted Expenditures	2024 Budgeted Expenditures
\$2,304,071	\$2,365,027
(\$82,425) to Fund balance	(\$1,848) to Fund balance



# Sewer

- Budgeting for increased line cleaning.
- Sewer is now paying for 100% of the KDHE loan.
- Will start looking at Aeration basin solution this year along with creating a funding plan. Will include wastewater in the rate study planned for the water treatment plant.

2023 Budgeted Expenditures	2024 Budgeted Expenditures
\$1,531,697	\$1,562,240
(\$109,478) to Fund Balance	(\$85,301) to Fund Balance



# Stormwater

- FY24 included Comp plan expenditure of \$8,500.
- Transfer to Equipment Reserve increased from 18,000 to 20,000.

2024 Budgeted Expenditures	2024 Budgeted Expenditures
\$359,200	\$352,700
(\$34,200) to Fund balance	(\$27,700) to Fund balance



# Solid Waste

- Solid waste monthly rates increase 2% annually based on our contract with Waste Connections.
- Admin fee has remained flat.

2023 Budgeted Expenditures	2024 Budgeted Expenditures
\$588,820	\$600,596
\$11,256 to Fund Balance	\$11,029 to Fund Balance



## ARPA – American Rescue Plan Act

The City of Valley Center received \$1,117,862.04 in ARPA funding. We received \$558,931.02 in July of 2021 and \$558,931.02 in June of 2022.

- \$735,170.63 has been spent to date.
- \$382,691.41 in original funding remains.
- \$44,687.88 has been earned in interest.

All remaining funds have been allocated towards the design and construction of the new Water Treatment Plant.

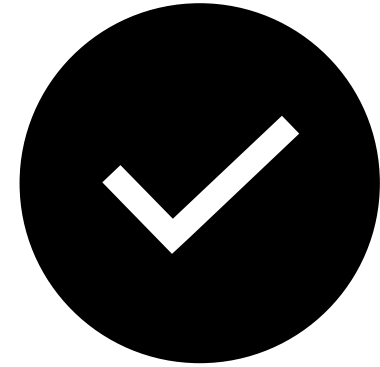
# Next Steps



FEEDBACK ON FIRST DRAFT



FEEDBACK ON  
DEPARTMENT REQUESTS



COMPREHENSIVE BUDGET  
DISCUSSION ON JULY 2<sup>ND</sup>



**NEW BUSINESS**

**RECOMMENDED ACTION**

**F. VALLEY CENTER 2025 BUDGET-FIRST DRAFT:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**For discussion and guidance on budget requests to be included in the comprehensive budget discussion on July 2, 2024. No official action to be taken.**

**NEW BUSINESS**

**G. EXECUTIVE SESSION: DISCUSSION OF NON-ELECTED PERSONNEL:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion for Council to recess into executive session to discuss an individual employee's performance pursuant to the nonelected personnel matter exception, K.S.A. 75-4319(b)(1). The open meeting will resume in the City Council Chamber in**

**\_\_\_\_\_minutes.**

**NEW BUSINESS**

**H. EXECUTIVE SESSION- CONSULTATION PRIVILEGED IN  
ATTORNEY-CLIENT RELATIONSHIP:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion for Council to recess into executive session for consultation with attorney which would be deemed privileged pursuant, K.S.A. 75-4319(b)(1). Session to include Mayor, Governing Body, City Attorney and City Administrator.**

**The open meeting will resume in the City Council Chamber in \_\_\_\_\_ minutes.**

**CONSENT AGENDA**

- A. APPROPRIATION ORDINANCE – JUNE 18, 2024**
- B. TREASURER’S REPORT–MAY 2024**
- C. CHECK RECONCILIATION - MAY 2024**
- D. REVENUE AND EXPENSE REPORT – MAY 2024**
- E. ECONOMIC DEVELOPMENT BOARD MINUTES – MAY 28, 2024**
- F. ALCOHOL WAIVER REQUEST –JULY 8, 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 June 18, 2024, as prepared by City Staff.

### **June 18, 2024, Appropriation**

<b>Total</b>	<b>\$ 557,497.79</b>
--------------	----------------------

VENDOR SET: 04 City of Valley Center

BANK: \* ALL BANKS

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

VENDOR I.D.	NAME	STATUS	CHECK		INVOICE		CHECK		CHECK	
			DATE		AMOUNT	DISCOUNT	NO	STATUS	AMOUNT	
0231	SCOTT TRASK									
C-CHECK	SCOTT TRASK	VOIDED	V	5/31/2024			056768		2,914.52CR	

* * 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:	1 VOID DEBITS	0.00				
	VOID CREDITS	2,914.52CR	2,914.52CR		0.00	

TOTAL ERRORS: 0

		NO	INVOICE AMOUNT		DISCOUNTS	CHECK AMOUNT
VENDOR SET: 04	BANK: * TOTALS:	1	2,914.52CR		0.00	0.00
BANK: *	TOTALS:	1	2,914.52CR		0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
1	JESSICA GREENLEE							
I-000202405291809	RESTITUTION	R	5/31/2024	100.00		056767		100.00
0055	SOUTHERN KS-NORTHERN OKLAHOMA							
I-202405291801	SOUTHERN KS-NORTHERN OKLAHOMA	R	5/31/2024	75.00		056769		75.00
0075	KANSAS OFFICE OF THE ATTORNEY							
I-202405301815	KANSAS OFFICE OF THE ATTORNEY	R	5/31/2024	450.00		056770		450.00
0174	GILMORE & BELL PC							
I-202405291806	GILMORE & BELL PC	R	5/31/2024	30,000.00		056771		30,000.00
0224	SUMNERONE, INC.							
I-202405291805	SUMNERONE, INC.	R	5/31/2024	145.94		056772		145.94
0226	RURAL WATER DISTRICT #2							
I-202405301811	RURAL WATER DISTRICT #2	R	5/31/2024	17.54		056773		17.54
0378	PEARSON CONSTRUCTION LLC							
I-202405291799	PEARSON CONSTRUCTION LLC	R	5/31/2024	147,552.00		056774		147,552.00
0437	USA BLUEBOOK							
I-202405291804	USA BLUEBOOK	R	5/31/2024	723.60		056775		723.60
0799	ELITE FRANCHISING INC DBA JANI							
I-202405301816	ELITE FRANCHISING INC DBA JANI	R	5/31/2024	210.00		056776		210.00
0836	THE SHERWIN-WILLIAMS CO.							
I-202405301814	THE SHERWIN-WILLIAMS CO.	R	5/31/2024	896.85		056777		896.85
0898	GREATER WICHITA YMCA							
I-202405301813	GREATER WICHITA YMCA	R	5/31/2024	50.00		056778		50.00
1082	T-MOBILE							
I-202405291798	T-MOBILE	R	5/31/2024	105.00		056779		105.00
1094	EMC INSURANCE COMPANIES							
I-202405291802	EMC INSURANCE COMPANIES	R	5/31/2024	217,583.00		056780		217,583.00
1401	RESOURCE DOOR & HARDWARE							
I-202405301810	RESCUE DOOR & HARDWARE	R	5/31/2024	240.00		056781		240.00
0035	BARRY ARBUCKLE							
I-202406051857	BARRY ARBUCKLE	R	6/07/2024	800.00		056785		800.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0042	LARRY LINN							
I-202406051853	LARRY LINN	R	6/07/2024	1,700.00		056786		1,700.00
0077	KANSAS OFFICE OF THE TREASURER							
I-202406031822	KANSAS OFFICE OF THE TREASURER	R	6/07/2024	1,754.11		056787		1,754.11
0098	VALLEY CENTER POSTMASTER							
I-202406031821	VALLEY CENTER POSTMASTER	R	6/07/2024	188.00		056788		188.00
0154	ASSESSMENT STRATEGIES, LLC							
I-202406031832	ASSESSMENT STRATEGIES, LLC	R	6/07/2024	315.00		056789		315.00
0156	BEALL & MITCHELL, LLC							
I-202406051855	BEALL & MITCHELL, LLC	R	6/07/2024	1,850.00		056790		1,850.00
0162	CIVIC PLUS							
I-202406041840	CIVIC PLUS	R	6/07/2024	3,142.35		056791		3,142.35
0183	KANSAS ONE-CALL SYSTEM, INC							
I-202406041834	KANSAS ONE-CALL SYSTEM, INC	R	6/07/2024	289.20		056792		289.20
0196	P E C (PROFESSIONAL ENGINEERIN							
I-202406051852	P E C (PROFESSIONAL ENGINEERIN	R	6/07/2024	24,276.10		056793		24,276.10
0306	SEDGWICK COUNTY							
I-202406051849	SEDGWICK COUNTY	R	6/07/2024	4.82		056794		4.82
0457	CHRISTOPHER MICHAEL LEE DAVIS,							
I-202406051854	CHRISTOPHER MICHAEL LEE DAVIS,	R	6/07/2024	125.00		056795		125.00
0601	JOY K. WILLIAMS, ATTORNEY AT L							
I-202406051856	JOY K. WILLIAMS, ATTORNEY AT L	R	6/07/2024	1,350.00		056796		1,350.00
0623	CORE & MAIN							
I-202406051847	CORE & MAIN	R	6/07/2024	1,471.75		056797		1,471.75
0656	DRAGONFLY LAWN & TREE CARE LLC							
I-202406031829	DRAGONFLY LAWN & TREE CARE LLC	R	6/07/2024	5,947.50		056798		5,947.50
0728	DITCH WITCH UNDERCON							
I-202406041833	DITCH WITCH UNDERCON	R	6/07/2024	94.65		056799		94.65
0799	ELITE FRANCHISING INC DBA JANI							
I-202406031830	ELITE FRANCHISING INC DBA JANI	R	6/07/2024	1,806.78		056800		1,806.78



VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0815	KONICA MINOLTA BUSINESS SOLUTI							
I-202406031826	KONICA MINOLTA BUSINESS SOLUTI	R	6/07/2024	110.42		056801		110.42
0817	H.M.S. LLC							
I-202406041838	H.M.S. LLC	R	6/07/2024	739.86		056802		739.86
0824	GALLS, LLC							
I-202406051844	GALLS, LLC	R	6/07/2024	5.00		056803		5.00
0967	MCCLEAND SOUND, INC							
I-202406031827	MCCLEAND SOUND, INC	R	6/07/2024	460.00		056804		460.00
1004	IMAGINE IT, INC.							
I-202406041841	IMAGINE IT, INC.	R	6/07/2024	4,454.00		056805		4,454.00
1140	PEARSON MATERIALS, LLC							
I-202406031824	PEARSON MATERIALS, LLC	R	6/07/2024	484.64		056806		484.64
1162	CUT RATES LAWN CARE LLC							
I-202406031823	CUT RATES LAWN CARE LLC	R	6/07/2024	2,605.00		056807		2,605.00
1168	MURDOCK COMPANIES, INC.							
I-202406051846	MURDOCK COMPANIES, INC.	R	6/07/2024	162.19		056808		162.19
1234	FLEET FUELS LLC							
I-202406031828	FLEET FUELS LLC	R	6/07/2024	1,008.06		056809		1,008.06
1261	MSA PROFESSIONAL SERVICES, INC							
I-202406041836	MSA PROFESSIONAL SERVICES, INC	R	6/07/2024	735.00		056810		735.00
1270	SCHAEFER ARCHITECTURE, INC.							
I-202406051850	SCHAEFER ARCHITECTURE, INC.	R	6/07/2024	65,148.22		056811		65,148.22
1286	MCCOWNGORDON CONSTRUCTION, LLC							
I-202406051851	MCCOWNGORDON CONSTRUCTION, LLC	R	6/07/2024	29,199.02		056812		29,199.02
1376	LAMPTON WELDING SUPPLY CO., IN							
I-202406051848	LAMPTON WELDING SUPPLY CO., IN	R	6/07/2024	29.00		056813		29.00
1389	SITEONE LANDSCAPE SUPPLY							
I-202406041837	SITEONE LANDSCAPE SUPPLY	R	6/07/2024	1,224.74		056814		1,224.74
1391	ARC PHYSICAL THERAPY PLUS LP							
I-202406051843	ARC PHYSICAL THERAPY PLUS LP	R	6/07/2024	35.00		056815		35.00

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
1394	IDEATEK TELECOM, LLC.							
I-202406041835	IDEATEK TELECOM, LLC.	R	6/07/2024	1,707.47		056816		1,707.47
1398	KANSAS MOBILE THRONE							
I-202406031831	KANSAS MOBILE THRONE	R	6/07/2024	150.00		056817		150.00
1402	PSHRA-KS							
I-202406031825	PSHRA-KS	R	6/07/2024	120.00		056818		120.00
1403	PARETO HEALTH							
I-202406041839	PARETO HEALTH	R	6/07/2024	470.00		056819		470.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	49	552,111.81	0.00	552,111.81
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 02 BANK: APBK TOTALS:	49	552,111.81	0.00	552,111.81

VENDOR SET: 03 City of Valley Center

BANK: APBK INTRUST CHECKING

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

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
0146	DALTON STINEMAN							
I-202406051845	DALTON STINEMAN	R	6/07/2024	81.97		056783		81.97

* * T O T A L S * *		NO	INVOICE AMOUNT		DISCOUNTS	CHECK AMOUNT	
REGULAR CHECKS:		1	81.97		0.00	81.97	
HAND CHECKS:		0	0.00		0.00	0.00	
DRAFTS:		0	0.00		0.00	0.00	
EFT:		0	0.00		0.00	0.00	
NON CHECKS:		0	0.00		0.00	0.00	
VOID CHECKS:		0 VOID DEBITS	0.00				
		VOID CREDITS	0.00		0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT		DISCOUNTS	CHECK AMOUNT	
VENDOR SET: 03 BANK: APBK TOTALS:	1	81.97		0.00	81.97	

VENDOR SET: 04 City of Valley Center

BANK: APBK INTRUST CHECKING

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

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
0231	SCOTT TRASK							
I-202405301817	SCOTT TRASK	V	5/31/2024	2,914.52		056768		2,914.52
0231	SCOTT TRASK							
M-CHECK	SCOTT TRASK	VOIDED	V	5/31/2024		056768		2,914.52CR
0195	DANTE & DIANA DUBOSE							
I-202405311818	DANTE & DIANA DUBOSE	R	5/31/2024	2,389.49		056782		2,389.49
0231	SCOTT TRASK							
I-202406031820	SCOTT TRASK	R	6/07/2024	2,914.52		056784		2,914.52

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2	8,218.53	0.00	5,304.01
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	2,914.52CR	2,914.52CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 04 BANK: APBK TOTALS:	2	5,304.01	0.00	5,304.01
BANK: APBK TOTALS:	52	557,497.79	0.00	557,497.79
REPORT TOTALS:	52	557,497.79	0.00	557,497.79

## SELECTION CRITERIA

---

VENDOR SET: \* - All

VENDOR: ALL

BANK CODES: All

FUNDS: All

---

## CHECK SELECTION

CHECK RANGE: 056767 THRU 056819

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

CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99

INCLUDE ALL VOIDS: YES

---

## PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES

PRINT G/L: NO

UNPOSTED ONLY: NO

EXCLUDE UNPOSTED: NO

MANUAL ONLY: NO

STUB COMMENTS: NO

REPORT FOOTER: NO

CHECK STATUS: NO

PRINT STATUS: \* - All

---

**CONSENT AGENDA**

**B. TREASURER'S REPORT – MAY 2024:**

MTD TREASURERS REPORT

AS OF: MAY 31ST, 2024

FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	M-T-D EXPENSES	CASH BASIS BALANCE	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
010-GENERAL FUND	1,979,178.42	421,181.22	738,916.42	1,661,443.22	0.00	126.94	1,661,570.16
020-SPECIAL PARKS AND REC	36,544.46	122.59	0.00	36,667.05	0.00	0.00	36,667.05
030-SPECIAL ALCOHOL AND DRUGS	12,094.43	19.36	39.59	12,074.20	0.00	0.00	12,074.20
040-POOL/REC SALES TAX	11,157,298.69	88,124.47	9,613.41	11,235,809.75	0.00	0.00	11,235,809.75
050-TIF FUND	2,523,851.38	10,923.05	384,851.69	2,149,922.74	0.00	0.00	2,149,922.74
110-EMPLOYEE BENEFITS	501,188.99	17,041.95	75,129.82	443,101.12	0.00	0.00	443,101.12
126-BUILDING EQUIP RESERVE	66,587.64	245.17	0.00	66,832.81	0.00	0.00	66,832.81
127-EQUIPMENT RESERVE	393,558.72	1,432.32	0.00	394,991.04	0.00	0.00	394,991.04
130-FLEET MANAGEMENT FUND	154,365.09	483.89	21,770.03	133,078.95	0.00	0.00	133,078.95
140-LIBRARY	857.91	0.00	0.00	857.91	0.00	0.00	857.91
150-SPECIAL HIGHWAY	732,446.94	76,057.71	392,809.40	415,695.25	0.00	( 1,019.96)	414,675.29
160-EMERGENCY EQUIPMENT	133,944.68	1,040.73	14,650.19	120,335.22	0.00	0.00	120,335.22
161-PUBLIC SAFETY TRAINING	7,837.66	126.50	0.00	7,964.16	0.00	0.00	7,964.16
225-PARK BEAUTIFICATION FUND	2,215.33	0.00	0.00	2,215.33	0.00	0.00	2,215.33
240-D.A.R.E.	1,658.04	0.00	0.00	1,658.04	0.00	0.00	1,658.04
250-DRUG TAX DISTRIBUTION	3,491.42	0.00	0.00	3,491.42	0.00	0.00	3,491.42
260-LAW ENFORCE BLOCK GRANT	0.15	0.00	0.00	0.15	0.00	0.00	0.15
280-ADSAP	1,071.19	0.00	0.00	1,071.19	0.00	0.00	1,071.19
350-CAPITAL PROJECTS FUND	1,293,514.43	( 160,941.93)	107,807.56	1,024,764.94	0.00	0.00	1,024,764.94
410-BOND & INTEREST	1,992,029.39	6,684.16	0.00	1,998,713.55	0.00	0.00	1,998,713.55
420-LAND BANK RESERVE	83,065.81	309.69	0.00	83,375.50	0.00	0.00	83,375.50
510-GIFTS AND GRANTS	6,368.81	25.81	0.00	6,394.62	0.00	0.00	6,394.62
520-STATE/FEDERAL GRANT MNGMT	424,992.17	2,754.96	0.00	427,747.13	0.00	0.00	427,747.13
610-WATER OPERATING	3,327,116.89	204,053.93	167,138.34	3,364,032.48	8,656.13	509.44	3,355,885.79
612-STORMWATER UTILITY FUND	422,150.88	28,918.89	481.10	450,588.67	107.12	0.00	450,481.55
613-SOLID WASTE UTILITY	153,913.40	50,850.03	46,745.71	158,017.72	614.31	0.00	157,403.41
619-WATER SURPLUS RESERVE	558,014.32	2,522.69	0.00	560,537.01	0.00	0.00	560,537.01
620-SEWER OPERATING	1,622,826.66	129,315.13	102,173.55	1,649,968.24	1,099.80	38.83	1,648,907.27
628-SEWER SURPLUS RESERVE	234,519.31	890.35	0.00	235,409.66	0.00	0.00	235,409.66
GRAND TOTAL	27,826,703.21	882,182.67	2,062,126.81	26,646,759.07	10,477.36	( 344.75)	26,635,936.96
	=====	=====	=====	=====	=====	=====	=====

\*\*\* END OF REPORT \*\*\*

**CONSENT AGENDA**

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



ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT---	STATUS	FOLIO	CLEAR DATE
BANK DRAFT:								
1000-001.000	5/01/2024	BANK-DRAFT	001815	KANSAS OFFICE OF THE TREASURER	286,171.30CR	POSTED	A	5/31/2024
1000-001.000	5/03/2024	BANK-DRAFT	001789	KANSAS DEPT OF REVENUE	5,010.17CR	POSTED	A	5/22/2024
1000-001.000	5/03/2024	BANK-DRAFT	001790	KANSAS PAYMENT CENTER	1,280.38CR	POSTED	A	5/22/2024
1000-001.000	5/03/2024	BANK-DRAFT	001791	KPERS	25,661.20CR	POSTED	A	5/22/2024
1000-001.000	5/03/2024	BANK-DRAFT	001792	EMPOWER FINANCIAL	3,526.29CR	POSTED	A	5/22/2024
1000-001.000	5/03/2024	BANK-DRAFT	001793	IRS- DEPARTMENT OF THE TREASUR	25,817.40CR	POSTED	A	5/22/2024
1000-001.000	5/03/2024	BANK-DRAFT	001794	MID AMERICAN CREDIT UNION	573.46CR	POSTED	A	5/22/2024
1000-001.000	5/17/2024	BANK-DRAFT	001797	KANSAS DEPT OF REVENUE	4,899.15CR	POSTED	A	5/22/2024
1000-001.000	5/17/2024	BANK-DRAFT	001798	KANSAS PAYMENT CENTER	1,280.38CR	POSTED	A	5/22/2024
1000-001.000	5/17/2024	BANK-DRAFT	001799	KPERS	24,371.87CR	POSTED	A	5/22/2024
1000-001.000	5/17/2024	BANK-DRAFT	001800	EMPOWER FINANCIAL	2,626.29CR	POSTED	A	5/22/2024
1000-001.000	5/17/2024	BANK-DRAFT	001801	IRS- DEPARTMENT OF THE TREASUR	25,496.97CR	POSTED	A	5/22/2024
1000-001.000	5/17/2024	BANK-DRAFT	001802	MID AMERICAN CREDIT UNION	573.46CR	POSTED	A	5/22/2024
1000-001.000	5/21/2024	BANK-DRAFT	001803	WEX BANK	5,549.12CR	POSTED	A	5/23/2024
1000-001.000	5/31/2024	BANK-DRAFT	001804	IRS- DEPARTMENT OF THE TREASUR	68.90CR	CLEARED	A	6/05/2024
1000-001.000	5/31/2024	BANK-DRAFT	001805	KANSAS DEPT OF REVENUE	5,470.59CR	CLEARED	A	6/05/2024
1000-001.000	5/31/2024	BANK-DRAFT	001806	KPERS	24,101.66CR	CLEARED	A	6/05/2024
1000-001.000	5/31/2024	BANK-DRAFT	001807	EMPOWER FINANCIAL	2,626.29CR	CLEARED	A	6/05/2024
1000-001.000	5/31/2024	BANK-DRAFT	001808	IRS- DEPARTMENT OF THE TREASUR	28,155.39CR	CLEARED	A	6/05/2024
1000-001.000	5/31/2024	BANK-DRAFT	001809	MID AMERICAN CREDIT UNION	573.46CR	POSTED	A	5/31/2024
1000-001.000	5/31/2024	BANK-DRAFT	001810	COX COMMUNICATIONS KANSAS LLC	570.68CR	POSTED	A	5/31/2024
1000-001.000	5/31/2024	BANK-DRAFT	001811	KANSAS GAS SERVICE	1,529.07CR	POSTED	A	5/31/2024
1000-001.000	5/31/2024	BANK-DRAFT	001812	EVERGY KANSAS CENTRAL, INC.	18,873.46CR	POSTED	A	5/31/2024
1000-001.000	5/31/2024	BANK-DRAFT	001813	KANSAS DEPT OF REVENUE	1,153.56CR	POSTED	A	5/31/2024
1000-001.000	5/31/2024	BANK-DRAFT	001814	ENTERPRISE FLEET MANAGEMENT	21,770.03CR	POSTED	A	5/31/2024
1000-001.000	5/31/2024	BANK-DRAFT	001816	ALLIED BENEFIT-ATF2	75,029.82CR	POSTED	A	5/31/2024
1000-001.000	5/31/2024	BANK-DRAFT	001817	FLEXIBLE BENEFIT SERVICE CORPO	5,651.52CR	POSTED	A	5/31/2024
CHECK:								
1000-001.000	5/03/2024	CHECK	056618	BARRY ARBUCKLE	800.00CR	POSTED	A	5/22/2024
1000-001.000	5/03/2024	CHECK	056619	LARRY LINN	1,700.00CR	POSTED	A	5/22/2024
1000-001.000	5/03/2024	CHECK	056620	KRWA - KANSAS RURAL WATER ASSO	230.00CR	POSTED	A	5/22/2024
1000-001.000	5/03/2024	CHECK	056621	VALLEY PRINT LOGISTICS	481.10CR	POSTED	A	5/22/2024
1000-001.000	5/03/2024	CHECK	056622	TRAFFIC CONTROL SERVICES, INC.	14,061.19CR	POSTED	A	5/22/2024
1000-001.000	5/03/2024	CHECK	056623	BEALL & MITCHELL, LLC	1,850.00CR	POSTED	A	5/22/2024
1000-001.000	5/03/2024	CHECK	056624	SUMNERONE, INC.	253.44CR	POSTED	A	5/22/2024
1000-001.000	5/03/2024	CHECK	056625	APAC - KANSAS INC	2,063.25CR	POSTED	A	5/22/2024

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000-001.000	5/03/2024	CHECK	056633	ELITE FRANCHISING INC DBA JANI	2,276.78CR	POSTED	A	5/22/2024
1000-001.000	5/03/2024	CHECK	056634	GALLS, LLC	3,218.38CR	POSTED	A	5/22/2024
1000-001.000	5/03/2024	CHECK	056635	UNITED INDUSTRIES INCORPORATED	1,068.78CR	POSTED	A	5/22/2024
1000-001.000	5/03/2024	CHECK	056636	GREATER WICHITA YMCA	50.00CR	POSTED	A	5/22/2024
1000-001.000	5/03/2024	CHECK	056637	PINNACLE FIRE & AUTOMATION	755.00CR	POSTED	A	5/22/2024
1000-001.000	5/03/2024	CHECK	056638	IMAGINE IT, INC.	2,042.06CR	POSTED	A	5/22/2024
1000-001.000	5/03/2024	CHECK	056639	RED EQUIPMENT LLC.	3,858.63CR	POSTED	A	5/22/2024
1000-001.000	5/03/2024	CHECK	056640	T-MOBILE	105.00CR	POSTED	A	5/22/2024
1000-001.000	5/03/2024	CHECK	056641	PEARSON MATERIALS, LLC	742.13CR	POSTED	A	5/22/2024
1000-001.000	5/03/2024	CHECK	056642	CUT RATES LAWN CARE LLC	590.00CR	POSTED	A	5/22/2024
1000-001.000	5/03/2024	CHECK	056643	THE TAP OF KANSAS	74.90CR	POSTED	A	5/22/2024
1000-001.000	5/03/2024	CHECK	056644	FLEET FUELS LLC	1,016.44CR	POSTED	A	5/22/2024
1000-001.000	5/03/2024	CHECK	056645	KRISTI CARRITHERS	190.44CR	POSTED	A	5/22/2024
1000-001.000	5/03/2024	CHECK	056646	PAUL WEBER	250.00CR	POSTED	A	5/22/2024
1000-001.000	5/03/2024	CHECK	056647	ESTEBAN IBARRA	88.50CR	POSTED	A	5/22/2024
1000-001.000	5/10/2024	CHECK	056648	CITY OF WICHITA	5,488.00CR	POSTED	A	5/22/2024
1000-001.000	5/10/2024	CHECK	056649	KANSAS OFFICE OF THE TREASURER	1,524.20CR	POSTED	A	5/22/2024
1000-001.000	5/10/2024	CHECK	056650	VALLEY PRINT LOGISTICS	70.00CR	POSTED	A	5/23/2024
1000-001.000	5/10/2024	CHECK	056651	ARK VALLEY NEWS	817.92CR	POSTED	A	5/22/2024
1000-001.000	5/10/2024	CHECK	056652	CUSIP GLOBAL SERVICE	849.00CR	POSTED	A	5/23/2024
1000-001.000	5/10/2024	CHECK	056653	KANSAS ONE-CALL SYSTEM, INC	201.60CR	POSTED	A	5/31/2024
1000-001.000	5/10/2024	CHECK	056654	P E C (PROFESSIONAL ENGINEERIN	1,537.80CR	POSTED	A	5/22/2024
1000-001.000	5/10/2024	CHECK	056655	STANDARD & POOR'S FINANCIAL	18,525.00CR	POSTED	A	5/23/2024
1000-001.000	5/10/2024	CHECK	056656	RURAL WATER DISTRICT #2	17.54CR	POSTED	A	5/22/2024
1000-001.000	5/10/2024	CHECK	056657	KANSAS JUDICIAL COUNCIL	95.00CR	POSTED	A	5/28/2024
1000-001.000	5/10/2024	CHECK	056658	RAILROAD MGMT CO III, LLC	379.14CR	POSTED	A	5/23/2024
1000-001.000	5/10/2024	CHECK	056659	SEDGWICK COUNTY	624.19CR	POSTED	A	5/22/2024
1000-001.000	5/10/2024	CHECK	056660	USA BLUEBOOK	471.32CR	POSTED	A	5/28/2024
1000-001.000	5/10/2024	CHECK	056661	PIPER SANDLER	56,000.00CR	POSTED	A	5/23/2024
1000-001.000	5/10/2024	CHECK	056662	WICHITA KENWORTH	52.10CR	POSTED	A	5/22/2024
1000-001.000	5/10/2024	CHECK	056663	GADES SALES CO, INC.	9,122.52CR	POSTED	A	5/22/2024
1000-001.000	5/10/2024	CHECK	056664	KONICA MINOLTA BUSINESS SOLUTI	139.03CR	POSTED	A	5/23/2024
1000-001.000	5/10/2024	CHECK	056665	GALLS, LLC	185.75CR	POSTED	A	5/23/2024
1000-001.000	5/10/2024	CHECK	056666	IMAGINE IT, INC.	2,800.00CR	POSTED	A	5/23/2024
1000-001.000	5/10/2024	CHECK	056667	WEX BANK	7,870.32CR	VOIDED	A	5/10/2024
1000-001.000	5/10/2024	CHECK	056668	THE INSURANCE GUYS	212.50CR	POSTED	A	5/28/2024
1000-001.000	5/10/2024	CHECK	056669	JOHNSON CONTROLS	2,467.63CR	OUTSTND	A	0/00/0000

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000-001.000	5/10/2024	CHECK	056677	KANSAS MOBILE THRONE	200.00CR	POSTED	A	5/23/2024
1000-001.000	5/10/2024	CHECK	056678	RYAN SHRACK	295.50CR	POSTED	A	5/22/2024
1000-001.000	5/10/2024	CHECK	056679	RODNEY EGGLESTON	98.91CR	POSTED	A	5/22/2024
1000-001.000	5/10/2024	CHECK	056680	DESIRAE WOMACK	175.97CR	POSTED	A	5/22/2024
1000-001.000	5/10/2024	CHECK	056681	BUSBY, CHRISTOPHER M	940.70CR	POSTED	A	5/22/2024
1000-001.000	5/17/2024	CHECK	056682	AFLAC	568.18CR	POSTED	A	5/28/2024
1000-001.000	5/17/2024	CHECK	056683	DELTA DENTAL OF KANSAS, INC.	3,210.79CR	POSTED	A	5/28/2024
1000-001.000	5/17/2024	CHECK	056684	SURENCY LIFE AND HEALTH	794.62CR	POSTED	A	5/31/2024
1000-001.000	5/17/2024	CHECK	056685	JACK HENRY & ASSOCIATES, INC.	2,258.92CR	POSTED	A	5/31/2024
1000-001.000	5/17/2024	CHECK	056686	VALLEY PRINT LOGISTICS	311.43CR	POSTED	A	5/31/2024
1000-001.000	5/17/2024	CHECK	056687	TRAFFIC CONTROL SERVICES, INC.	589.00CR	POSTED	A	5/28/2024
1000-001.000	5/17/2024	CHECK	056688	P E C (PROFESSIONAL ENGINEERIN	7,000.00CR	POSTED	A	5/28/2024
1000-001.000	5/17/2024	CHECK	056689	PEARSON CONSTRUCTION LLC	204,628.00CR	POSTED	A	5/23/2024
1000-001.000	5/17/2024	CHECK	056690	CORE & MAIN	6,131.70CR	POSTED	A	5/31/2024
1000-001.000	5/17/2024	CHECK	056691	FLUID EQUIPMENT	6,360.86CR	POSTED	A	5/31/2024
1000-001.000	5/17/2024	CHECK	056692	MERIDIAN ANALYTICAL LABS, LLC	1,429.00CR	POSTED	A	5/31/2024
1000-001.000	5/17/2024	CHECK	056693	ELITE FRANCHISING INC DBA JANI	365.00CR	POSTED	A	5/31/2024
1000-001.000	5/17/2024	CHECK	056694	FIRE PROTECTION SERVICES INC	730.00CR	POSTED	A	5/31/2024
1000-001.000	5/17/2024	CHECK	056695	PINNACLE FIRE & AUTOMATION	418.00CR	POSTED	A	5/31/2024
1000-001.000	5/17/2024	CHECK	056696	FLEXIBLE BENEFIT SERVICE CORPO	213.50CR	POSTED	A	5/31/2024
1000-001.000	5/17/2024	CHECK	056697	EMC INSURANCE COMPANIES	500.00CR	POSTED	A	5/31/2024
1000-001.000	5/17/2024	CHECK	056698	WASTE CONNECTIONS OF KANSAS, I	46,001.71CR	POSTED	A	5/28/2024
1000-001.000	5/17/2024	CHECK	056699	CUT RATES LAWN CARE LLC	960.00CR	POSTED	A	5/28/2024
1000-001.000	5/17/2024	CHECK	056700	ABCD TECH	67.50CR	POSTED	A	5/23/2024
1000-001.000	5/17/2024	CHECK	056701	SITEONE LANDSCAPE SUPPLY	311.63CR	POSTED	A	5/31/2024
1000-001.000	5/17/2024	CHECK	056702	IDEATEK TELECOM, LLC.	3,619.54CR	POSTED	A	5/22/2024
1000-001.000	5/17/2024	CHECK	056703	RON EKSTROM	88.50CR	POSTED	A	5/22/2024
1000-001.000	5/17/2024	CHECK	056704	SCOTT LEMUZ	205.93CR	POSTED	A	5/28/2024
1000-001.000	5/17/2024	CHECK	056705	JESSICA GREENLEE	100.00CR	POSTED	A	5/23/2024
1000-001.000	5/24/2024	CHECK	056706	KERN, TROY MICHAEL	200.00CR	POSTED	A	5/31/2024
1000-001.000	5/24/2024	CHECK	056707	D&D PLUMBING, INC.	9,650.00CR	CLEARED	A	6/05/2024
1000-001.000	5/24/2024	CHECK	056708	CITY OF NEWTON	200.00CR	POSTED	A	5/31/2024
1000-001.000	5/24/2024	CHECK	056709	VALLEY PRINT LOGISTICS	263.77CR	POSTED	A	5/31/2024
1000-001.000	5/24/2024	CHECK	056710	AT&T MOBILITY	866.04CR	CLEARED	A	6/05/2024
1000-001.000	5/24/2024	CHECK	056711	UNRUH EXCAVATING LLC	384,851.69CR	POSTED	A	5/31/2024
1000-001.000	5/24/2024	CHECK	056712	CHENEY DOOR COMPANY	852.00CR	POSTED	A	5/31/2024
1000-001.000	5/24/2024	CHECK	056713	ELITE FRANCHISING INC DBA JANI	295.00CR	POSTED	A	5/31/2024

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000-001.000	5/24/2024	CHECK	056721	MACKENZIE BALTHAZOR	332.00CR	OUTSTND	A	0/00/0000
1000-001.000	5/24/2024	CHECK	056722	BENNY & PHYLLIS NEADERHISER	2,538.02CR	POSTED	A	5/31/2024
1000-001.000	5/24/2024	CHECK	056723	MATT & CAITLIN ALLISON	2,144.67CR	OUTSTND	A	0/00/0000
1000-001.000	5/24/2024	CHECK	056724	RAMON & JANDI CHAVEZ	1,210.35CR	CLEARED	A	6/05/2024
1000-001.000	5/24/2024	CHECK	056725	LIZABETH RINEHART & ZACHARY ST	1,012.31CR	CLEARED	A	6/05/2024
1000-001.000	5/24/2024	CHECK	056726	PHILIP BURNSIDE	2,461.01CR	CLEARED	A	6/05/2024
1000-001.000	5/24/2024	CHECK	056727	TIM & HEIDI POLSON	2,882.33CR	OUTSTND	A	0/00/0000
1000-001.000	5/24/2024	CHECK	056728	PAMELA RANKIN	1,403.35CR	OUTSTND	A	0/00/0000
1000-001.000	5/24/2024	CHECK	056729	ANDREW & JANELLE WOMAK	2,466.12CR	CLEARED	A	6/05/2024
1000-001.000	5/24/2024	CHECK	056730	AMY & MATTHEW REID	2,321.66CR	CLEARED	A	6/05/2024
1000-001.000	5/24/2024	CHECK	056731	JOSE A ORTIZ ROMAN	1,376.20CR	CLEARED	A	6/05/2024
1000-001.000	5/24/2024	CHECK	056732	PAMELA SICHLEY	1,472.73CR	OUTSTND	A	0/00/0000
1000-001.000	5/24/2024	CHECK	056733	STEVE KEMPKE	1,472.07CR	CLEARED	A	6/05/2024
1000-001.000	5/24/2024	CHECK	056734	BRIAN & AMANDA MAY	1,282.25CR	CLEARED	A	6/05/2024
1000-001.000	5/24/2024	CHECK	056735	LEE & TARA THORNBURG	1,994.35CR	OUTSTND	A	0/00/0000
1000-001.000	5/24/2024	CHECK	056736	WILLIAM & FAITH DAVIS	1,926.18CR	CLEARED	A	6/05/2024
1000-001.000	5/24/2024	CHECK	056737	TOMYKO SMITH	1,531.41CR	CLEARED	A	6/05/2024
1000-001.000	5/24/2024	CHECK	056738	TYMBER & JENNIFER LEE	7,011.92CR	CLEARED	A	6/05/2024
1000-001.000	5/24/2024	CHECK	056739	JEREMY & VICTORIA DAVOLT	1,291.69CR	OUTSTND	A	0/00/0000
1000-001.000	5/24/2024	CHECK	056740	LARRY & ALCIDENE WARREN	1,257.02CR	CLEARED	A	6/05/2024
1000-001.000	5/24/2024	CHECK	056741	ANGELA DICKSON	1,503.00CR	CLEARED	A	6/05/2024
1000-001.000	5/24/2024	CHECK	056742	PRESTON HICKERT	1,478.37CR	OUTSTND	A	0/00/0000
1000-001.000	5/24/2024	CHECK	056743	MICHAEL & KELLI WINT	2,542.40CR	OUTSTND	A	0/00/0000
1000-001.000	5/24/2024	CHECK	056744	MARK GALLIART	1,473.33CR	CLEARED	A	6/05/2024
1000-001.000	5/24/2024	CHECK	056745	KELLY WEBSTER	1,448.10CR	CLEARED	A	6/05/2024
1000-001.000	5/24/2024	CHECK	056746	MARTHA MAXWELL	2,245.97CR	OUTSTND	A	0/00/0000
1000-001.000	5/24/2024	CHECK	056747	DANTE & DIANA DUBOSE VOIDED	2,424.49CR	VOIDED	A	5/24/2024
1000-001.000	5/24/2024	CHECK	056748	BRIAN & HEIDI FLINT	2,485.04CR	OUTSTND	A	0/00/0000
1000-001.000	5/24/2024	CHECK	056749	JOHN & RONDA WELSBY	1,610.22CR	OUTSTND	A	0/00/0000
1000-001.000	5/24/2024	CHECK	056750	PHYLLIS STEWART	1,150.41CR	CLEARED	A	6/05/2024
1000-001.000	5/24/2024	CHECK	056751	MONICA TYLER	1,360.46CR	OUTSTND	A	0/00/0000
1000-001.000	5/24/2024	CHECK	056752	TIFFANY GRUBER & JAMES BOGART	1,419.09CR	OUTSTND	A	0/00/0000
1000-001.000	5/24/2024	CHECK	056753	WILLIAM & JANN NEWTON	2,523.48CR	CLEARED	A	6/05/2024
1000-001.000	5/24/2024	CHECK	056754	KELLEN & NICOLE EMPEY	1,713.00CR	CLEARED	A	6/05/2024
1000-001.000	5/24/2024	CHECK	056755	WILLIAM & TARA NEWTON	3,131.65CR	CLEARED	A	6/05/2024
1000-001.000	5/24/2024	CHECK	056756	JOEL & MANDY LOPEZ	1,434.88CR	OUTSTND	A	0/00/0000
1000-001.000	5/24/2024	CHECK	056757	TROY & ANGELA WALKER	3,261.74CR	CLEARED	A	6/05/2024

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000-001.000	5/24/2024	CHECK	056765	EARLENE MIRACLE	1,567.33CR	OUTSTND	A	0/00/0000
1000-001.000	5/24/2024	CHECK	056766	INTRUST CARD CENTER	16,529.77CR	POSTED	A	5/28/2024
1000-001.000	5/31/2024	CHECK	056767	JESSICA GREENLEE	100.00CR	OUTSTND	A	0/00/0000
1000-001.000	5/31/2024	CHECK	056768	SCOTT TRASK VOIDED	2,914.52CR	VOIDED	A	5/31/2024
1000-001.000	5/31/2024	CHECK	056769	SOUTHERN KS-NORTHERN OKLAHOMA	75.00CR	OUTSTND	A	0/00/0000
1000-001.000	5/31/2024	CHECK	056770	KANSAS OFFICE OF THE ATTORNEY	450.00CR	OUTSTND	A	0/00/0000
1000-001.000	5/31/2024	CHECK	056771	GILMORE & BELL PC	30,000.00CR	OUTSTND	A	0/00/0000
1000-001.000	5/31/2024	CHECK	056772	SUMNERONE, INC.	145.94CR	OUTSTND	A	0/00/0000
1000-001.000	5/31/2024	CHECK	056773	RURAL WATER DISTRICT #2	17.54CR	POSTED	A	5/31/2024
1000-001.000	5/31/2024	CHECK	056774	PEARSON CONSTRUCTION LLC	147,552.00CR	CLEARED	A	6/05/2024
1000-001.000	5/31/2024	CHECK	056775	USA BLUEBOOK	723.60CR	OUTSTND	A	0/00/0000
1000-001.000	5/31/2024	CHECK	056776	ELITE FRANCHISING INC DBA JANI	210.00CR	OUTSTND	A	0/00/0000
1000-001.000	5/31/2024	CHECK	056777	THE SHERWIN-WILLIAMS CO.	896.85CR	OUTSTND	A	0/00/0000
1000-001.000	5/31/2024	CHECK	056778	GREATER WICHITA YMCA	50.00CR	OUTSTND	A	0/00/0000
1000-001.000	5/31/2024	CHECK	056779	T-MOBILE	105.00CR	OUTSTND	A	0/00/0000
1000-001.000	5/31/2024	CHECK	056780	EMC INSURANCE COMPANIES	217,583.00CR	CLEARED	A	6/05/2024
1000-001.000	5/31/2024	CHECK	056781	RESOURCE DOOR & HARDWARE	240.00CR	OUTSTND	A	0/00/0000
1000-001.000	5/31/2024	CHECK	056782	DANTE & DIANA DUBOSE	2,389.49CR	CLEARED	A	6/05/2024
TOTALS FOR ACCOUNT 1000-001				CHECK	TOTAL:	1,499,921.55CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	598,411.87CR		
TOTALS FOR POOLED CASH FUND				CHECK	TOTAL:	1,499,921.55CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	598,411.87CR		

**CONSENT AGENDA**

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

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

010-GENERAL FUND  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	1,762,872.00	0.00	0.00	936,654.18	0.00	826,217.82	53.13
INTERGOVERNMENTAL	800,000.00	73,476.95	0.00	347,789.62	0.00	452,210.38	43.47
LICENSES & PERMITS	783,386.00	127,269.56	0.00	464,358.73	0.00	319,027.27	59.28
CHARGES FOR SERVICES	6,000.00	0.00	0.00	55.00	0.00	5,945.00	0.92
FINES & FORFEITURES	162,000.00	8,194.56	0.00	48,144.46	0.00	113,855.54	29.72
USE OF MONEY & PROPERTY	40,000.00	9,841.54	0.00	54,476.31	0.00 (	14,476.31)	136.19
OTHER REVENUES	76,200.00	5,675.89	0.00	31,605.04	0.00	44,594.96	41.48
MISCELLANEOUS	169,000.00	377.36	0.00	2,507.37	0.00	166,492.63	1.48
MISCELLANEOUS	0.00	196,345.36	0.00	0.00	0.00	0.00	0.00

TOTAL REVENUES	3,799,458.00	421,181.22	0.00	1,885,590.71	0.00	1,913,867.29	49.63
----------------	--------------	------------	------	--------------	------	--------------	-------

EXPENDITURE SUMMARYADMINISTRATION

PERSONNEL SERV. & BENEF.	481,628.00	58,974.04	0.00	215,032.39	0.00	266,595.61	44.65
CONTRACTUAL SERVICES	221,980.00	47,284.97	0.00	132,265.85	6.00	89,708.15	59.59
COMMODITIES	11,000.00	583.84	0.00	3,272.90	0.00	7,727.10	29.75
CAPITAL OUTLAY	4,000.00	0.00	0.00	0.00	0.00	4,000.00	0.00
OTHER COSTS/MISC.	<u>203,111.00</u>	<u>159,551.16</u>	<u>0.00</u>	<u>159,871.17</u>	<u>0.00</u>	<u>43,239.83</u>	<u>78.71</u>
TOTAL ADMINISTRATION	921,719.00	266,394.01	0.00	510,442.31	6.00	411,270.69	55.38

LEGAL & MUNICIPAL COURT

PERSONNEL SERV. & BENEF.	53,450.00	6,747.01	0.00	21,688.16	0.00	31,761.84	40.58
CONTRACTUAL SERVICES	98,050.00	10,533.93	0.00	46,211.70	5.43	51,832.87	47.14
COMMODITIES	1,200.00 (	27.49)	0.00	252.07	0.00	947.93	21.01
CAPITAL OUTLAY	0.00	0.00	0.00	48.51	0.00 (	48.51)	0.00
OTHER COSTS/MISC.	<u>26,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,302.96</u>	<u>0.00</u>	<u>20,697.04</u>	<u>20.40</u>
TOTAL LEGAL & MUNICIPAL COURT	178,700.00	17,253.45	0.00	73,503.40	5.43	105,191.17	41.14

COMMUNITY DEVELOPMENT

PERSONNEL SERV. & BENEF.	184,940.00	33,406.31	0.00	97,298.54	0.00	87,641.46	52.61
CONTRACTUAL SERVICES	55,350.00	13,284.27	0.00	42,486.32	129.95	12,733.73	76.99
COMMODITIES	3,300.00	198.88	0.00	1,231.70	0.00	2,068.30	37.32
CAPITAL OUTLAY	1,950.00	1,035.99	0.00	1,073.91	0.00	876.09	55.07

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

010-GENERAL FUND  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>POLICE</u>							
PERSONNEL SERV. & BENEF.	1,208,674.00	147,752.19	0.00	472,595.59	0.00	736,078.41	39.10
CONTRACTUAL SERVICES	185,800.00	60,553.79	0.00	105,481.48	53.95	80,264.57	56.80
COMMODITIES	67,100.00	3,648.50	0.00	15,949.13	0.00	51,150.87	23.77
CAPITAL OUTLAY	<u>24,800.00</u>	<u>2,758.25</u>	<u>0.00</u>	<u>4,592.34</u>	<u>0.00</u>	<u>20,207.66</u>	<u>18.52</u>
TOTAL POLICE	1,486,374.00	214,712.73	0.00	598,618.54	53.95	887,701.51	40.28
<u>FIRE</u>							
PERSONNEL SERV. & BENEF.	373,928.00	62,410.85	0.00	188,424.84	0.00	185,503.16	50.39
CONTRACTUAL SERVICES	103,550.00	22,753.51	0.00	53,852.12	15.80	49,682.08	52.02
COMMODITIES	12,700.00	1,133.12	0.00	3,051.71	0.00	9,648.29	24.03
CAPITAL OUTLAY	27,280.00	0.00	0.00	4,202.62	0.00	23,077.38	15.41
OTHER COSTS/MISC.	<u>3,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,000.00</u>	<u>0.00</u>
TOTAL FIRE	520,458.00	86,297.48	0.00	249,531.29	15.80	270,910.91	47.95
<u>PARKS &amp; PUBLIC BLDG</u>							
PERSONNEL SERV. & BENEF.	350,860.00	47,018.44	0.00	142,096.94	0.00	208,763.06	40.50
CONTRACTUAL SERVICES	211,783.00	52,650.17	0.00	112,243.60	19.99	99,519.41	53.01
COMMODITIES	60,500.00	6,664.69	0.00	26,212.09	1,063.88	33,224.03	45.08
CAPITAL OUTLAY	3,500.00	0.00	0.00	1,056.12	0.00	2,443.88	30.17
OTHER COSTS/MISC.	<u>7,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>7,000.00</u>	<u>0.00</u>
TOTAL PARKS & PUBLIC BLDG	633,643.00	106,333.30	0.00	281,608.75	1,083.87	350,950.38	44.61
<u>ENVIRONMENTAL SERVICES</u>							
TOTAL							
<u>PUBLIC WKS STORAGE BLDG</u>							
TOTAL							
TOTAL EXPENDITURES	4,006,434.00	738,916.42	0.00	1,865,187.44	1,295.00	2,139,951.56	46.59
** REVENUE OVER (UNDER) EXPENDITURES * (	<u>206,976.00</u>	<u>( 317,735.20)</u>	<u>0.00</u>	<u>20,403.27</u>	<u>( 1,295.00)</u>	<u>( 226,084.27)</u>	<u>9.23-</u>

REVENUE &amp; OTHER SOURCES OVER/

(UNDER) EXPENDITURES & OTHER (USES) ( 206,976.00) ( 317,735.20) 0.00 20,403.27 ( 1,295.00) ( 226,084.27) 9.23-



110-EMPLOYEE BENEFITS  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	1,010,528.00	0.00	0.00	539,429.88	0.00	471,098.12	53.38
INTERGOVERNMENTAL	95,000.00	13,841.81	0.00	71,631.67	0.00	23,368.33	75.40
USE OF MONEY & PROPERTY	0.00	3,200.14	0.00	15,675.14	0.00	( 15,675.14)	0.00
OTHER REVENUES	48,000.00	0.00	0.00	1,232.48	0.00	46,767.52	2.57
TOTAL REVENUES	1,153,528.00	17,041.95	0.00	627,969.17	0.00	525,558.83	54.44
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	1,354,650.00	75,029.82	0.00	587,812.46	0.00	766,837.54	43.39
CONTRACTUAL SERVICES	0.00	100.00	0.00	231.25	0.00	( 231.25)	0.00
OTHER COSTS/MISC.	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,948.05</u>	<u>0.00</u>	( <u>3,948.05</u> )	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	1,354,650.00	75,129.82	0.00	591,991.76	0.00	762,658.24	43.70
<u>ADMINISTRATION</u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
TOTAL							
TOTAL EXPENDITURES	1,354,650.00	75,129.82	0.00	591,991.76	0.00	762,658.24	43.70
** REVENUE OVER (UNDER) EXPENDITURES *	( <u>201,122.00</u> )	( <u>58,087.87</u> )	<u>0.00</u>	<u>35,977.41</u>	<u>0.00</u>	( <u>237,099.41</u> )	<u>17.89</u>
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	( 201,122.00)	( 58,087.87)	0.00	35,977.41	0.00	( 237,099.41)	17.89

## FINANCIAL SUMMARY

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

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

150-SPECIAL HIGHWAY  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
INTERGOVERNMENTAL	1,095,000.00	73,476.95	0.00	464,707.26	0.00	630,292.74	42.44
LICENSES & PERMITS	0.00	0.00	0.00	25.00	0.00 (	25.00)	0.00
USE OF MONEY & PROPERTY	0.00	2,580.76	0.00	12,641.24	0.00 (	12,641.24)	0.00
OTHER REVENUES	0.00	0.00	0.00	35.00	0.00 (	35.00)	0.00
TOTAL REVENUES	1,095,000.00	76,057.71	0.00	477,408.50	0.00	617,591.50	43.60
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	481,340.00	39,198.10	0.00	147,567.98	0.00	333,772.02	30.66
CONTRACTUAL SERVICES	73,780.00	32,008.62	0.00	53,994.73	19.98	19,765.29	73.21
COMMODITIES	66,800.00	5,886.68	0.00	27,066.77	1,355.96	38,377.27	42.55
CAPITAL OUTLAY	522,000.00	315,716.00	0.00	513,286.69	0.00	8,713.31	98.33
OTHER COSTS/MISC.	<u>36,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>36,000.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	1,179,920.00	392,809.40	0.00	741,916.17	1,375.94	436,627.89	63.00
TOTAL EXPENDITURES	1,179,920.00	392,809.40	0.00	741,916.17	1,375.94	436,627.89	63.00
** REVENUE OVER (UNDER) EXPENDITURES *( <u>84,920.00</u> ) ( <u>316,751.69</u> ) <u>0.00</u> ( <u>264,507.67</u> ) ( <u>1,375.94</u> ) <u>180,963.61</u> <u>313.10</u>							

REVENUE &amp; OTHER SOURCES OVER/

(UNDER) EXPENDITURES &amp; OTHER (USES) ( 84,920.00) ( 316,751.69) 0.00 ( 264,507.67) ( 1,375.94) 180,963.61 313.10

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

160-EMERGENCY EQUIPMENT  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	75,095.00	0.00	0.00	40,108.19	0.00	34,986.81	53.41
FINES & FORFEITURES	5,000.00	382.64	0.00	2,783.29	0.00	2,216.71	55.67
USE OF MONEY & PROPERTY	0.00	658.09	0.00	3,223.51	0.00 (	3,223.51)	0.00
TOTAL REVENUES	80,095.00	1,040.73	0.00	46,114.99	0.00	33,980.01	57.58
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
CAPITAL OUTLAY	23,896.00	14,650.19	0.00	47,937.37	268.03 (	24,309.40)	201.73
OTHER COSTS/MISC.	<u>48,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>48,000.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	71,896.00	14,650.19	0.00	47,937.37	268.03	23,690.60	67.05
<u>ADMINISTRATION</u>							
TOTAL							
TOTAL EXPENDITURES	71,896.00	14,650.19	0.00	47,937.37	268.03	23,690.60	67.05
** REVENUE OVER (UNDER) EXPENDITURES **	<u>8,199.00</u>	( <u>13,609.46</u> )	<u>0.00</u>	( <u>1,822.38</u> )	( <u>268.03</u> )	<u>10,289.41</u>	<u>25.50-</u>
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	8,199.00	( 13,609.46 )	0.00	( 1,822.38 )	( 268.03 )	10,289.41	25.50-

410-BOND & INTEREST  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	1,101,993.00	0.00	0.00	587,545.63	0.00	514,447.37	53.32
USE OF MONEY & PROPERTY	5,000.00	6,684.16	0.00	32,740.82	0.00	( 27,740.82)	654.82
OTHER REVENUES	414,221.00	0.00	0.00	229,542.78	0.00	184,678.22	55.42
MISC TRANSFERS	732,550.00	0.00	0.00	0.00	0.00	732,550.00	0.00
TOTAL REVENUES	2,253,764.00	6,684.16	0.00	849,829.23	0.00	1,403,934.77	37.71
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
DEBT SERVICE	<u>2,287,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,287,000.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	2,287,000.00	0.00	0.00	0.00	0.00	2,287,000.00	0.00
<u>ADMINISTRATION</u>	<u>                  </u>	<u>                  </u>	<u>                  </u>	<u>                  </u>	<u>                  </u>	<u>                  </u>	<u>                  </u>
TOTAL							
TOTAL EXPENDITURES	2,287,000.00	0.00	0.00	0.00	0.00	2,287,000.00	0.00
** REVENUE OVER (UNDER) EXPENDITURES *	( <u>33,236.00</u> )	<u>6,684.16</u>	<u>0.00</u>	<u>849,829.23</u>	<u>0.00</u>	( <u>883,065.23</u> )	<u>2,556.95</u>
REVENUE & OTHER SOURCES OVER/							
(UNDER) EXPENDITURES & OTHER (USES)	( 33,236.00 )	6,684.16	0.00	849,829.23	0.00	( 883,065.23 )	2,556.95

610-WATER OPERATING  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
CHARGES FOR SERVICES	2,156,646.00	189,822.03	0.00	889,959.77	0.00	1,266,686.23	41.27
USE OF MONEY & PROPERTY	20,000.00	11,825.85	0.00	56,650.63	0.00	( 36,650.63)	283.25
MISCELLANEOUS	45,000.00	2,406.05	0.00	13,176.56	0.00	31,823.44	29.28
TOTAL REVENUES	2,221,646.00	204,053.93	0.00	959,786.96	0.00	1,261,859.04	43.20
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	448,751.00	30,192.37	0.00	112,170.54	0.00	336,580.46	25.00
CONTRACTUAL SERVICES	1,120,870.00	77,255.80	0.00	292,344.97	0.00	828,525.03	26.08
COMMODITIES	41,450.00	2,810.88	0.00	11,405.56	0.00	30,044.44	27.52
CAPITAL OUTLAY	150,000.00	56,879.29	0.00	63,629.29	0.00	86,370.71	42.42
OTHER COSTS/MISC.	<u>543,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>543,000.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	2,304,071.00	167,138.34	0.00	479,550.36	0.00	1,824,520.64	20.81
TOTAL EXPENDITURES	2,304,071.00	167,138.34	0.00	479,550.36	0.00	1,824,520.64	20.81
** REVENUE OVER(UNDER) EXPENDITURES * (	<u>82,425.00)</u>	<u>36,915.59</u>	<u>0.00</u>	<u>480,236.60</u>	<u>0.00</u>	( <u>562,661.60)</u>	<u>582.63-</u>
REVENUE & OTHER SOURCES OVER/							
(UNDER) EXPENDITURES & OTHER (USES)	( 82,425.00)	36,915.59	0.00	480,236.60	0.00	( 562,661.60)	582.63-

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

612-STORMWATER UTILITY FUND  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
USE OF MONEY & PROPERTY	0.00	1,154.89	0.00	5,656.96	0.00 (	5,656.96)	0.00
OTHER REVENUES	325,000.00	27,764.00	0.00	137,756.00	0.00	187,244.00	42.39
TOTAL REVENUES	325,000.00	28,918.89	0.00	143,412.96	0.00	181,587.04	44.13
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
CONTRACTUAL SERVICES	36,400.00	481.10	0.00	8,626.49	0.00	27,773.51	23.70
COMMODITIES	5,000.00	0.00	0.00	709.95	0.00	4,290.05	14.20
CAPITAL OUTLAY	124,800.00	0.00	0.00	0.00	0.00	124,800.00	0.00
OTHER COSTS/MISC.	<u>193,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>193,000.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	359,200.00	481.10	0.00	9,336.44	0.00	349,863.56	2.60
<u>ADMINISTRATION</u>							
TOTAL							
TOTAL EXPENDITURES	359,200.00	481.10	0.00	9,336.44	0.00	349,863.56	2.60
** REVENUE OVER (UNDER) EXPENDITURES *	<u>( 34,200.00)</u>	<u>28,437.79</u>	<u>0.00</u>	<u>134,076.52</u>	<u>0.00 (</u>	<u>168,276.52)</u>	<u>392.04-</u>
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	( 34,200.00)	28,437.79	0.00	134,076.52	0.00 (	168,276.52)	392.04-

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

613-SOLID WASTE UTILITY  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
LICENSES & PERMITS	5,000.00	0.00	0.00	30,943.05	0.00 (	25,943.05)	618.86
CHARGES FOR SERVICES	581,476.00	49,185.74	0.00	243,975.77	0.00	337,500.23	41.96
USE OF MONEY & PROPERTY	1,600.00	503.25	0.00	2,465.04	0.00 (	865.04)	154.07
MISCELLANEOUS	12,000.00	1,161.04	0.00	6,559.38	0.00	5,440.62	54.66
TOTAL REVENUES	600,076.00	50,850.03	0.00	283,943.24	0.00	316,132.76	47.32
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
CONTRACTUAL SERVICES	585,820.00	46,745.71	0.00	236,673.46	0.00	349,146.54	40.40
CAPITAL OUTLAY	<u>3,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,000.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	588,820.00	46,745.71	0.00	236,673.46	0.00	352,146.54	40.19
<u>ADMINISTRATION</u>							
TOTAL							
TOTAL EXPENDITURES	588,820.00	46,745.71	0.00	236,673.46	0.00	352,146.54	40.19
** REVENUE OVER (UNDER) EXPENDITURES **	<u>11,256.00</u>	<u>4,104.32</u>	<u>0.00</u>	<u>47,269.78</u>	<u>0.00 (</u>	<u>36,013.78)</u>	<u>419.95</u>
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	11,256.00	4,104.32	0.00	47,269.78	0.00 (	36,013.78)	419.95



# 620-SEWER OPERATING FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
CHARGES FOR SERVICES	1,410,219.00	122,734.67	0.00	600,825.37	0.00	809,393.63	42.61
USE OF MONEY & PROPERTY	12,000.00	6,580.46	0.00	30,957.28	0.00	( 18,957.28)	257.98
OTHER REVENUES	0.00	0.00	0.00	50.00	0.00	( 50.00)	0.00
TOTAL REVENUES	1,422,219.00	129,315.13	0.00	631,832.65	0.00	790,386.35	44.43
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	374,487.00	31,145.81	0.00	111,848.75	0.00	262,638.25	29.87
CONTRACTUAL SERVICES	457,860.00	61,225.93	0.00	163,535.35	84.00	294,240.65	35.74
COMMODITIES	24,800.00	2,404.96	0.00	10,529.27	0.00	14,270.73	42.46
CAPITAL OUTLAY	140,000.00	7,396.85	0.00	7,646.84	0.00	132,353.16	5.46
OTHER COSTS/MISC.	<u>534,550.00</u>	<u>0.00</u>	<u>0.00</u>	<u>104,323.57</u>	<u>0.00</u>	<u>430,226.43</u>	<u>19.52</u>
TOTAL NON-DEPARTMENTAL	1,531,697.00	102,173.55	0.00	397,883.78	84.00	1,133,729.22	25.98
TOTAL EXPENDITURES	1,531,697.00	102,173.55	0.00	397,883.78	84.00	1,133,729.22	25.98
** REVENUE OVER (UNDER) EXPENDITURES	*( <u>109,478.00</u> )	<u>27,141.58</u>	<u>0.00</u>	<u>233,948.87</u>	( <u>84.00</u> )	( <u>343,342.87</u> )	<u>213.62</u>
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)							
	( 109,478.00)	27,141.58	0.00	233,948.87	( 84.00)	( 343,342.87)	213.62

**CONSENT AGENDA**

**E. PLANNING AND ZONING BOARD MINUTES – MAY 28, 2024:**

**PLANNING AND ZONING BOARD/BOARD OF ZONING APPEALS MEETING  
MINUTES**

**CITY OF VALLEY CENTER, KANSAS**

**Tuesday, May 28, 2024 7:00 P.M.**

**CALL TO ORDER:** Chairperson Janzen called the meeting to order at 7:01 P.M. with the following board members present: Steve Conway, Scot Phillips, and Rick Shellenbarger.

**Members Absent:** Brian Shelton, Paul Spranger and Dalton Wilson

**City Staff Present:** Brittney Ortega and Brent Clark

**Audience:** Eric Glover and Dan Garber

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

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

**COMMUNICATIONS:** None

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

1. Review of SD-2024-01, application of the Douglas E. Kirkland Revocable Trust, pursuant to City Code 16.04, who is petitioning for approval of a final plat for land located southeast of the intersection of 77th Street and West St. (currently addressed as 7710 N. West St.), Valley Center, KS 67147.

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

B. Clark gave a summary of the staff report. The final plat has been received with minimal adjustments from the preliminary plat for Rio Bella Addition. The final review of the drainage plan is being reviewed by the City Engineer. Eric Glover, agent for the applicant, stood for questions from the board. There were none. City staff recommends approval.

Chairperson Janzen closed the hearing for comments from the public: 7:08 PM

Based on the City Staff recommendations, public comments, and discussion by the Board of Zoning Appeals, Chairperson Janzen made a motion to approve SD-2024-01. Motion was seconded by Board Member Shellenbarger. The vote was unanimous.

2. Review of SD-2024-02, application of KWH Investments, LLC, pursuant to City Code 16.04, who is petitioning for approval of a preliminary plat for land located east of the intersection of Ford St. and Seneca St. (currently addressed as 825 W. 77th Street N.), Valley Center, KS 67147.

Chairperson Janzen opened the hearing for comments from the public: 7:09 PM

B. Clark gave a summary of the staff report. The applicant will be taking this one parcel and dividing it into five lots. These will be larger estate style lots. We have had one potential buyer's agent reach out inquiring about driveway standards. These homes will be connected to city water.

Chairperson Janzen closed the hearing for comments from the public: 7:13 PM

Based on the City Staff recommendations, public comments, and discussion by the Planning and Zoning Board, Chairperson Janzen made a motion to approve SD-2024-02. Motion was seconded by Board Member Conway. The vote was unanimous.

**OLD/UNFINISHED BUSINESS:** None

**NEW BUSINESS:** B. Clark spoke about the 2025-2035 Comprehensive Plan. The first committee meeting will be held on June 13, 2024, at 6:00PM. Periodic updates will be provided.

**STAFF REPORTS:** B. Clark gave an update on the progress of Meridian Ave. He also reminded the public to please adhere to the posted speed limit in this work zone to ensure the safety of the men and women working on this project.

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

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

**ADJOURNMENT OF THE PLANNING AND ZONING BOARD/BOARD OF ZONING APPEALS MEETING:** At 7:25 P.M., a motion was made by Chairperson Janzen to adjourn and seconded by Board Member Conway. The vote was unanimous, and the meeting was adjourned.

Respectfully submitted,

---

/s/ Brent Clark, Interim Secretary

---

Gary Janzen, Chairperson

**CONSENT AGENDA**

**F. ALCOHOL WAIVER REQUEST –JULY 13, 2024:**



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

Wade Grayford  
 NAME: \_\_\_\_\_  
307 N Harrison Ave  
 ADDRESS: \_\_\_\_\_  
Sedgwick KS 67135  
 CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
316-204-3020  
 PHONE NUMBER: \_\_\_\_\_ NAME OF ORGANIZATION (IF APPLICABLE): \_\_\_\_\_  
Baby Shower  
 TYPE OF FUNCTION: \_\_\_\_\_  
7/13/2024 12:00pm 4:00 pm  
 DATE OF FUNCTION: \_\_\_\_\_ TIME: \_\_\_\_\_ TO: \_\_\_\_\_

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

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

Wade Grayford 5-24-24  
 SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

## **STAFF REPORTS**

**A. Parks & Public Buildings Director Owings**

**B. Public Safety Director Newman**

**C. Public Works Director Eggleston**

**D. City Engineer- Scheer**

**E. City Attorney Arbuckle**

**F. Finance Director Miller**

**G. City Clerk/HR Director Carrithers**

**H. City Administrator Clark**

## **GOVERNING BODY REPORTS**

**A. Mayor Truman**

**B. Councilmember Colbert**

**C. Councilmember Wilson**

**D. Councilmember Bass**

**E. Councilmember Anderson**

**F. Councilmember Gregory**

**G. Councilmember Kerstetter**

**H. Councilmember Evans**

**I. Councilmember Stamm**

**ADJOURN**