



## CITY COUNCIL AGENDA

**August 20, 2024**

***THE CITY COUNCIL SHALL HOLD ITS REGULAR MEETINGS IN THE COUNCIL CHAMBER  
IN THE CITY HALL, LOCATED AT 121 S. MERIDIAN, BEGINNING AT 7:00 P.M.***

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. INVOCATION: MINISTERIAL ALLIANCE**
- 4. PLEDGE OF ALLEGIANCE**
- 5. APPROVAL OF AGENDA p 4**
- 6. ADMINISTRATION AGENDA p 5**
  - A. City Council Meeting Minutes – August 6, 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 1408-24; Re-Zone 825 W. 77<sup>th</sup> St. N. p 12
- 11. NEW BUSINESS p 15**
  - A. Valley Center Chamber Request for Fall Fest p 15
  - B. Resolution 757-24; GO Temp Bonds p 18
  - C. Ordinance 1409-24 UPOC p 24
  - D. Ordinance 1410-24; STO p 28
  - E. Ordinance 1411-24; Utility and Golf Carts p 32
  - F. Agreement with PEC for Water Treatment Plant p 41
  - G. Remove Interim Community Development Director Status p 52
  - H. Executive Session: Consultation Privileged in Attorney-Client Relationship p 53
- 12. CONSENT AGENDA p 54**
  - A. Appropriation Ordinance – August 20, 2024 p 55
  - B. Treasurer's Report – July 2024 p 61
  - C. Check Reconciliation – July 2024. p 63
  - D. Revenue and Expense Report – July 2024 p 68
- 13. STAFF REPORTS p 79**
- 14. GOVERNING BODY REPORTS p 80**

## 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 August 6, 2024, regular City Council Meeting as prepared by the City Clerk.

REGULAR COUNCIL MEETING  
August 6, 2024  
CITY HALL  
121 S. MERIDIAN

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

Members Absent: Dale Kerstetter, Chris Evans

Staff Present: Barry Arbuckle, City Attorney  
Rodney Eggleston, Public Works Director  
Matt Vogt, Police Captain  
Neal Owings, Parks and Public Buildings Director  
Clint Miller, Finance Director  
Kyle Fiedler, Community Development Director  
Gage Scheer, City Engineer  
Kristi Carrithers, City Clerk  
Brent Clark, City Administrator

Press present: The Ark Valley News

**APPROVAL OF AGENDA**

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

**ADMINISTRATION AGENDA –**

Gregory moved to approve the minutes of the July 16, 2024, regular City Council meeting as presented, seconded by Bass. Vote yea: unanimous. Motion carried.

**PRESENTATIONS/PROCLAMATIONS –**

Ryan Baty, Sedgwick County Commissioner addressed Council regarding the 2025 Sedgwick County Budget. He explained the overall budget goals and stated that a second public hearing and budget adoption will be held on August 21<sup>st</sup>. Stamm inquired about the consolidation of departments with City of Wichita. Baty explained that many services are duplicated, and he is open to some unification, he would be opposed to fully combining departments. Urged anyone who has questions about the budget and the process to contact him.

Mayor Truman proclaimed August 8<sup>th</sup> to be Purple Heart Day in honor of our veterans that have received this distinction.

**PUBLIC FORUM – NONE**

**APPOINTMENTS – NONE**

**OLD BUSINESS – NONE**

**NEW BUSINESS-**

A. WAIVER REQUEST FOR RIO BELLA ADDITION

Eric Glover, Rio Bella Development requested waivers to the Rio Bella Development. The requested waiver include: 1. A waiver from the use of curb and gutter roadways with underground storm water sewer, instead, using the open ditch, asphalt paved roadway. 2. A waiver from the requirement of placing a sidewalk through this development. 3. A waiver to allow the use of on-site alternative sanitary sewer systems in lieu of the extension of public sanitary sewer.

Mayor Truman spoke as an individual that resides in Windmill Valley and he is not in favor of ditches instead of sidewalks. He also voiced concerns regarding weeds and lack of maintenance in the Ceterra subdivision. Council discussed water lines to the development, but that sewer would be cost prohibitive at this time. The lots are large enough for septic systems. Ditch maintenance would be the HOA/homeowner responsibility. Stamm requested that an optional lane for walkers or bikers be considered as there would not be sidewalks.

Wilson moved to approve request for waiver of subdivision regulations for Rio Bella addition. Motion seconded by Stamm. Vote yea: unanimous. Motion carried.

**B. APPROVAL OF FUND AGREEMENT-CITY OF VALLEY CENTER, VALLEY CENTER RECREATION COMMISSION AND CENTRAL KANSAS COMMUNITY FOUNDATION**

City Administrator Clark presented a Fund Agreement between the City of Valley Center, Valley Center Recreation Commission and Central Kansas Community Foundation. This fund agreement authorizes CKCF to establish a fund to receive and administer funds for the Valley Center Recreation and Aquatics Center Campaign Fund. This agreement would allow contributions to be tax exempt. Gregory questioned whether the school district should be included in the agreement. Clark explained that while the Rec Commission is under the school for funding (similar to the Public Library/City) it is a separate entity with a separate budget and staff.

Stamm moved to approve funding agreement with Central Kansas Community Foundation and authorize Mayor or City Administrator to sign. Motion seconded by Wilson. Vote Yea: unanimous Motion carried.

**C. AGREEMENT WITH SEDGWICK COUNTY FOR HARVEST PLACE DRAINAGE IMPROVEMENTS**

City Administrator Clark was excited to present an agreement with Sedgwick County for Harvest Place Drainage Improvements. He reminded council that this area has had drainage issues for decades. This agreement with share construction costs 50/50 with the county. Estimated construction costs are \$2,314,855.40. Clark thanked the county for working with Valley Center with this project and many others in recent years.

Anderson moved to approve agreement with Sedgwick County for Harvest Place Drainage Improvements and authorize Mayor or City Administrator to sign. Motion seconded by Wilson. Vote Yea: unanimous Motion carried.

**D. ORDINANCE 1408-24; RE-ZONE 825 W 77<sup>TH</sup> ST N**

City Administrator Clark presented Ordinance No. 1408-24, which rezones property located at 825 W, 77th St. N. from A-1 (Agricultural District) to RR-1(Suburban Residential District) for 1st reading. The Valley Center Planning and Zoning Board recommended approval at the July 23, 2024, meeting.

Wilson moved to approve of Ordinance 1408-24 for 1st reading. Motion seconded by Colbert. Vote Yea: unanimous Motion carried

**E. WATER TREATMENT PLANT PHASE 1 AMENDMENT- BURNS AND MCDONNELL**

City Administrator Clark presented for approval an amendment for preliminary design build agreement dated November 15, 2022, with Burns and McDonnell. This amendment relates to provisions from the Kansas State Revolving Loan Fund- KDHE. There are no monetary changes in the amendment, only wording as required by KDHE.

Bass moved to approve the amendment for the water treatment plant phase 1 and authorize Mayor or City Administrator to sign. Motion seconded by Stamm. Vote Yea: Unanimous. Motion carried.

**F. RESOLUTION 756-24; DECLARATION OF WATER EMERGENCY – CITY OF VALLEY CENTER**

Public Works Director Eggleston requested approval of Resolution to declare a water emergency in Valley Center. Due to low water levels at Cheney Reservoir, The City of Wichita moved to stage 2, limiting outdoor watering to once a week. As Valley Center purchases treated water from Wichita, we also fall under the restrictions. Eggleston stated that the water pumped from our wells would be sufficient for our residents if we had our water treatment plant operational. This is exactly why the Valley Center is building water treatment plant, to service our residents. The restrictions will be in effect for 2 months or until its determined that the restrictions can be lifted. It will delay fall lawn and tree planting. The splash pads also have closed for the season as they use fresh water, not re-circulated water.

Stamm moved to adopt Resolution 756-24 declaring a water emergency in the City of Valley Center, seconded by Anderson. Vote Yea: unanimous Motion carried.

**G. REQUEST FOR ORDINANCE 17.06-01 WAIVER**

City Administrator Clark stated that a request from Edith Santiago was received to waive the two-week limit on recreational vehicles. They are finishing upgrades to a newly purchased home. Request of six weeks to finish repairs was made.

Anderson moved to approve waiver of Ordinance 17.06-01 for Edith Santiago for a period not to exceed six weeks beginning August 6, 2024. Motion seconded by Bass. Vote Yea: unanimous. Motion carried.

**CONSENT AGENDA**

- A. APPROPRIATION ORDINANCE – AUGUST 6, 2024
- B. DELINQUENT ACCOUNT REPORT – MAY 2024
- C. PLANNING AND ZONING BOARD MINUTES – JULY 23, 2024
- D. VALLEY CENTER PUBLIC LIBRARY 2<sup>ND</sup> QUARTER REPORT

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

**STAFF REPORTS**

**PUBLIC WORKS DIRECTOR EGGLESTON**

The north Meridian project is very close to completion. Plans for a ribbon cutting and re-opening on August 16<sup>th</sup> are being made. Wilson inquired about markings along N Meridian. Eggleston stated that center lines and crosswalk markings will be made. Stamm recognized Pearson Construction for their work on the project. He felt they have done an excellent job.

The work on south Meridian is progressing.

The Goff Street drainage project will begin soon.

Announced that the brush pile and tree dump is scheduled to reopen on Friday. Reduced hours from 8:00am-5:00pm Friday and Saturday will be in place.

**COMMUNITY DEVELOPMENT DIRECTOR FIEDLER**

City Administrator Clark introduced Kyle Fiedler as the Community Development Director. He began with the city, August 5, 2024. Fiedler addressed Council, telling them of his experience with Sedgwick County and City Administrator of North Newton.

**GOVERNING BODY REPORTS –  
COUNCILMEMBER COLBERT**

Thanked Mayor Truman for recognizing and Proclaiming a Purple Heart Day.

Colbert also stated how impressed he is with developments in the north side of Valley Center.

**COUNCILMEMBER GREGORY**

Expressed some concern regarding individuals stating their address during public comment. City Clerk is contacting the Kansas League of Municipalities regarding the practice.

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

**ADJOURN -**

**The meeting adjourned at 8:23 PM.**

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**Kristi Carrithers, City Clerk**

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

**A. MINUTES:**

**RECOMMENDED ACTION:**

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

**PRESENTATIONS / PROCLAMATIONS**

**PUBLIC FORUM**

**APPOINTMENTS**

**OLD BUSINESS**

**A. ORDINANCE 1408-24; REZONING PROPERTY 825 W 77<sup>TH</sup> ST. N:**

City Administrator Clark will present Ordinance 1408-24 for 2nd reading. This will re-zone property located at 825 W. 77<sup>th</sup> St N from R-1B to R-2

- Ordinance 1408-24

**ORDINANCE NO. 1408-24**

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

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

**SECTION 1.** Having received a recommendation from the Valley Center City Planning and Zoning Board on Case No. RZ-2024-02, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of the amended Zoning Regulations of the City as approved by Ordinance No. 1279-14, the zoning district classification of the property legally described herein is changed as follows:

Change of zoning district classification from A-1 (Agricultural District) to RR-1 (Suburban Residential District).

Legal Description: N 654 FT E1/2 NW1/4 SEC 5-26-1E also known as LOTS 1-5  
BLOCK A SM ESTATES ADDITION

Legal Address: Currently addressed as 825 W. 77<sup>th</sup> Street N., Valley Center, KS 67147

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

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

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

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

(SEAL)

/s/ \_\_\_\_\_  
Jet Truman, Mayor

ATTEST:

/s/ \_\_\_\_\_  
Kristi Carrithers, City Clerk

**OLD BUSINESS**  
**RECOMMENDED ACTION**

**A. ORDINANCE 1408-24; REZONING PROPERTY 825 W 77<sup>TH</sup> ST. N**

Should Council choose to proceed,

**RECOMMENDED ACTION:**

Staff recommends approval of Ordinance 1408-24, re-zoning property located at 825 W. 77<sup>th</sup> St. N from A-1 to RR-1 for 2<sup>nd</sup> reading.

**NEW BUSINESS****A. VALLEY CENTER CHAMBER REQUEST FOR FALL FEST:**

Allison Clubb, Executive Director of the Valley Center Chamber of Commerce will request City assistance for the 2024 Fall Festival. She will request waiver of permits and or sign fees to advertise the annual event. Various road closures will also be needed for the event. Lastly the Chamber of Commerce is requesting a sponsorship contribution.

- Letter of Request – Allison Clubb



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

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

August 15<sup>th</sup>, 2024

To: Mayor Truman & Members of Council

From: Allison Clubb – VCCC, Executive Director

Subject: 62nd Annual Valley Center Fall Festival

The 62nd Annual Valley Center Fall Festival will be held on September 20<sup>th</sup> & 21<sup>st</sup>, 2024.

- The Chamber is requesting all permits and/or sign fees be waived so we adequately advertise within the Valley Center city limits without restriction or fees.
- Closure of the Lion's Park entrance for parking (West side of Lion's Park, in front of the pavilion) for Kids Fest from 8am-4pm Saturday, September 21<sup>st</sup>, 2024. This will allow the VC Police Cars and Fire Trucks adequate space to set up and leave.
- Street closure of Meridian and all correlating intersections for the Fall Festival parade beginning at the VCIS, 737 N Meridian St to Clay Street from 10am to approximately 11am. The parade is scheduled to begin line up at 8am with the parade beginning at 10am and should end around 11-11:30am.
- The Chamber respectfully requests the City of Valley Center sponsor a portion of the 2024 Fall Festival again this year as they have in years past. The Fall Festival not only promotes Valley Center, but it fosters community involvement, and increases revenue for our local businesses. I would request the Mayor and Council consider joining with the Chamber of Commerce in hosting this event with a contribution of \$4,000 for the 2024 year.

Thank you for your time and consideration,

  
Allison Clubb  
Executive Director  
Valley Center Chamber of Commerce

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

**A. VALLEY CENTER CHAMBER REQUEST FOR FALL FEST:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion to approve request for road closures and donation in the budgeted amount of \$4,000.00 to the Valley Center Chamber of Commerce for the 2024 Fall Festival.**

**NEW BUSINESS**

**B. RESOLUTION 757-24; AUTHORIZING SALE OF TEMPORARY NOTES:**

Clayton Kelley, Piper Sandler & Co. will present the Temporary Note Sale Documents and Resolution 757-24 authorizing the sale of General Obligation Temporary Notes, Series 2024-1.

- Resolution 757-24

Gilmore & Bell, P.C.  
08/14/2024

**RESOLUTION NO. 757-24**

**A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2024-1, OF THE CITY OF VALLEY CENTER, KANSAS.**

**WHEREAS**, the City of Valley Center, Kansas (the “Issuer”), has previously authorized certain improvements described as follows (the “Improvements”):

<b>Project Description</b>	<b>Res. No.</b>	<b>Authority (K.S.A.)</b>	<b>Authorized Amount<sup>1</sup></b>
CIP Projects – TIF District (includes Seneca – Ford to 5th) <sup>2</sup>	713-22	14-570 <i>et seq.</i> / Charter No. 27-2009	\$12,000,000
Prairie Lakes Addition – Paving Improvements Phase 4	744-23	12-6a01 <i>et seq.</i>	\$700,000
Prairie Lakes Addition – Sanitary Sewer Improvements Phase 4	745-23	12-6a01 <i>et seq.</i>	550,000
Prairie Lakes Addition – Water Improvements Phase 4	746-23	12-6a01 <i>et seq.</i>	250,000
Prairie Lakes Addition – Drainage Improvements Phase 4	747-23	12-6a01 <i>et seq.</i>	350,000
Harvest Place Addition – Site Drainage Improvements	750-24	12-6a01 <i>et seq.</i>	2,000,000
Harvest Place Addition – Drainage Improvements Phase 1	751-24	12-6a01 <i>et seq.</i>	350,000
Harvest Place Addition – Paving Improvements Phase 1	752-24	12-6a01 <i>et seq.</i>	1,200,000
Harvest Place Addition – Sanitary Sewer Improvements Phase 1	753-24	12-6a01 <i>et seq.</i>	600,000
Harvest Place Addition – Water Improvements Phase 1	754-24	12-6a01 <i>et seq.</i>	<u>450,000</u>
<b>Total:</b>			<b>\$18,450,000</b>

<sup>1</sup> Plus interest on interim financing and costs of issuance

<sup>2</sup> \$5,000,000 of this project was financed with General Obligation Bonds, Series 2024-1, and an additional \$4,490,000 was financed with General Obligation Temporary Notes, Series 2022-1

**WHEREAS**, the Issuer is authorized by law to issue general obligation bonds to pay a portion of the costs of the Improvements; and

**WHEREAS**, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issuer; and

**WHEREAS**, the Issuer has previously issued the following temporary notes to temporarily finance a portion of the costs of the Improvements authorized by Resolution No. 713-22 (the “Refunded Notes”):

<u>Series</u>	<u>Dated Date</u>	<u>Maturity Date</u>	<u>Original Amount</u>	<u>Outstanding Amount</u>	<u>Redemption Amount</u>	<u>Redemption Date</u>
2022-1	06/23/22	12/01/24	\$9,490,000	\$4,490,000	\$4,490,000	10/11/24

**WHEREAS**, all aspects of the Improvements will not be completed prior to the maturity date of the Refunded Notes and it is necessary for the Issuer to provide cash funds to meet its obligations on the Refunded Notes by the issuance of additional temporary notes of the Issuer; and

**WHEREAS**, the Issuer proposes to issue its temporary notes to pay a portion of the costs of the Improvements, to retire the Refunded Notes and pay costs of issuance; and

**WHEREAS**, the City Council of the Issuer (the “Governing Body”) has selected the firm of Piper Sandler & Co. (the “Financial Advisor”), as financial advisor for one or more series of temporary notes of the Issuer in order to provide funds to temporarily finance the Improvements and retire the Refunded Notes; and

**WHEREAS**, the Issuer desires to authorize the Financial Advisor to proceed with the offering for sale of the temporary notes and related activities, and one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to the temporary notes; and

**WHEREAS**, the Issuer desires to authorize the Financial Advisor and Gilmore & Bell, P.C., Wichita, Kansas, the Issuer’s bond counsel (“Bond Counsel”), in conjunction with the Finance Director, to proceed with the preparation and distribution of a preliminary official statement and notice of note sale and to authorize the distribution thereof and all other preliminary action necessary to sell the temporary notes; and

**WHEREAS**, due to the volatile nature of the municipal bond market and the desire of the Issuer to achieve maximum benefit of timing of the sale of the temporary notes, the Governing Body desires to authorize the Mayor to award the sale of the temporary notes, if necessary, prior to the next meeting of the Governing Body to adopt the necessary resolution providing for the issuance thereof.

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

**Section 1.** The Issuer is hereby authorized to offer at competitive public sale the Issuer’s General Obligation Temporary Notes, Series 2024-1 (the “Notes”) as described in the Notice of Note Sale, which is hereby approved in substantially the form presented to the Governing Body this date (the “Notice of Note Sale”). All proposals for the purchase of the Notes shall be submitted upon the terms and conditions set forth in the Notice of Note Sale, and shall be reviewed by the Mayor, City Administrator, Finance Director, the Financial Advisor and Bond Counsel as soon after the submittal hour as possible.

The Mayor is hereby authorized to award the sale of the Notes to the submitter of the best proposal as determined pursuant to the provisions of the Notice of Note Sale or to reject all proposals; provided, however, that the principal amount of the Notes shall not exceed \$20,000,000 and the true interest cost of the Notes shall not exceed 6.50%. All proposals for the purchase of the Notes shall be delivered to the Governing Body at its meeting to be held on the date referenced in the Notice of Note Sale, at which meeting the Governing Body shall review such proposals and ratify the award of the sale of the Notes or the rejection of all proposals.

**Section 2.** The Mayor and Finance Director, in conjunction with the Financial Advisor and Bond Counsel, are hereby authorized to cause to be prepared a Preliminary Official Statement relating to

the Notes (the “Preliminary Official Statement”), and such officials and other representatives of the Issuer are hereby authorized to use such document in connection with the sale of the Notes.

**Section 3.** The Finance Director, in conjunction with the Financial Advisor and Bond Counsel, is hereby authorized and directed to give notice of the note sale by distributing copies of the Notice of Note Sale and Preliminary Official Statement to prospective purchasers of the Notes. Proposals for the purchase of the Notes shall be submitted upon the terms and conditions set forth in the Notice of Note Sale, and awarded or rejected in the manner set forth in the Notice of Note Sale.

**Section 4.** For the purpose of enabling the purchaser of the Notes (the “Purchaser”) to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the “Rule”), the Mayor and Finance Director are hereby authorized: (a) to approve the form of the Preliminary Official Statement and to execute the “Certificate Deeming Preliminary Official Statement Final” in substantially the form attached hereto as ***Exhibit A*** as approval of the Preliminary Official Statement, such official's signature thereon being conclusive evidence of such official's and the Issuer's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to the Municipal Securities Rulemaking Board; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the Rule.

**Section 5.** The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Notes or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 6.** The Mayor, City Administrator, Finance Director, Clerk, and the other officers and representatives of the Issuer, the Financial Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Notes.

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

**Section 7.** This Resolution shall be in full force and effect from and after its adoption.

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**ADOPTED** by the City Council on August 20, 2024.

(SEAL)

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Mayor

ATTEST:

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Clerk

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

**B. RESOLUTION 757-24; AUTHORIZING SALE OF TEMPORARY NOTES:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion to approve Resolution 757-24 authorizing the sale of General Obligation Temporary Notes, Series 2024-1.**

## **NEW BUSINESS**

### **C. ORDINANCE 1409-24; UNIFORM PUBLIC OFFENSE CODE:**

Public Safety Director Newman will present Ordinance 1409-24; Uniform Public Offense Code for 1<sup>st</sup> reading.

The following sections were amended in the 40<sup>th</sup> edition:

Sec. 9.1. Disorderly Conduct

Sec. 9.9.1. Unlawful Possession of Marijuana and Tetrahydrocannabinols.

Sec. 9.9.2. Possession of Drug Paraphernalia and Certain Drug Precursors.

Sec. 9.9.4. Unlawful Possession of Controlled Substances

- Ordinance 1409-24

## ORDINANCE NO. 1409-24

### **AN ORDINANCE RELATED TO THE REGULATION OF PUBLIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF VALLEY CENTER, KANSAS, INCORPORATING BY REFERENCE THE "2024 UNIFORM PUBLIC OFFENSE CODE," 40th EDITION, AMENDING CHAPTER 9.01 OF THE VALLEY CENTER MUNICIPAL CODE AND AMENDMENTS THERETO; AMENDING THE PROVISIONS THEREOF THAT REGULATE.**

**BE IT ORDAINED**, by the Governing Body of Valley Center, Kansas:

**Section 1.** The Valley Center Municipal Code, Title 9, "Public Peace, Safety and Morals," Chapter 9.01, "Uniform Public Offense Code," Section 10, "Adopted by Reference," is hereby amended to read as follows:

#### **9.01.010      Incorporating Uniform Public Offense Code**

There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Valley Center, Kansas, that certain code known as the 2024 "Uniform Public Offense Code for Kansas Cities," 40th Edition, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, with certain additions as are provided in Section 2 of this Ordinance. At least one copy of said Uniform Public Offense Code shall be marked or stamped "Official Copy as Adopted by Ordinance No. 1409-24," and to which shall be attached a copy of this Ordinance, and filed with the City Clerk, to be open for inspection and available to the public at all reasonable hours. The police department, municipal judge and all administrative departments of the City charged with the enforcement of this ordinance shall be supplied, at the cost of the City, such number of official copies of the ordinance similarly marked, as may be deemed expedient.

**Section 2. Severability.** Those sections, paragraphs, and provisions of Title 9 of the City of Valley Center Municipal Code which are not expressly amended or repealed by this Ordinance are hereby reenacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portions of the City of Valley Center Municipal Code other than those expressly amended or repealed in Sections 1 and 2 of this Ordinance.

If any section, subsection, sentence, clause, phrase or word of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The council hereby declares that it would have passed this ordinance and each section subsection, sentence, clause, phrase, and words thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or words have been declared invalid or unconstitutional, and if for any reason this ordinance should be declared invalid or unconstitutional, then the remaining ordinance provisions will be in full force and effect.

**Section 3. Savings Clause.** Neither the adoption of the Ordinance, nor the future repeal or amendment of any section or part or portion thereof, shall in any manner affect the

prosecution for violation of this Ordinance or future amendments thereto, nor be construed as a waiver of any license, fee or penalty at said effective date and unpaid under either this Ordinance or future amendments thereto, nor be construed as affecting any of the provisions of this Ordinance relating to the collection of any such license, fee or penalty, or the penal provisions applicable to any violation thereof, nor to affect the validity of any bond or cash deposit in lieu thereof required to be posted, filed or deposited pursuant to any ordinance, all rights and obligations thereunder shall continue in full force and effect.

**Section 4. Applicability and Effective Date** All portions of former ordinances in conflict herewith are hereby repealed or superseded. This ordinance shall be in full force and effect from and after its passage and after publication according to law.

**PASSED AND APPROVED by the Governing Body of the City of Valley Center, Kansas, this 2<sup>nd</sup> day of September 2024.**

First Reading: August 20, 2024

Second Reading: September 3, 2024

{SEAL}

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James E. Truman, Mayor

ATTEST:

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Kristi Carrithers, City Clerk

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

**C. ORDINANCE 1409-24; UNIFORM PUBLIC OFFENSE CODE:**

Should Council choose to proceed,

**RECOMMENDED ACTION:**

Staff recommends motion to adopt Ordinance 1409-24, amending Chapter 9.01 of the Valley Center Municipal Code and amendments thereto, for 1st reading.

## **NEW BUSINESS**

### **D. ORDINANCE 1410-24; STANDARD TRAFFIC ORDINANCE:**

Public Safety Director Newman will present Ordinance 1410-24 to adopt the 2024 Standard Traffic Ordinance.

The following sections were modified in 51st edition of the STO published in 2024.

Section 201.1. Failure to Comply with a Traffic Citation.

Section 201.2. Failure to Comply with a Traffic Citation.

- Ordinance 1410-24

**ORDINANCE NO. 1410-24****AN ORDINANCE RELATED TO THE REGULATION OF TRAFFIC  
WITHIN THE CORPORATE LIMITS OF THE CITY OF VALLEY  
CENTER, KANSAS, INCORPORATING BY REFERENCE THE 2024  
"STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES," 51<sup>st</sup>  
EDITION, AMENDING CHAPTER 10.04 OF THE VALLEY CENTER  
MUNICIPAL CODE AND AMENDMENTS THERETO.**

**BE IT ORDAINED**, by the Governing Body of Valley Center, Kansas:

**Section 1.** The Valley Center Municipal Code, Title 10, "Vehicles and Traffic," Chapter 10.04, "Standard Traffic Ordinance," Section 10, "Incorporating Standard Traffic Ordinance," is hereby amended to read as follows:

**10.04.010. Incorporating Standard Traffic Ordinance**

There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Valley Center, Kansas, the 2024 "Standard Traffic Ordinance for Kansas Cities, 51<sup>st</sup> Edition", prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are omitted, deleted, modified or changed by Chapter 10 of the Valley Center Municipal Code, and amendments thereto. At least one copy of the Standard Traffic Ordinance shall be marked or stamped "Official Copy as Adopted by Ordinance No. 1410-24," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change, and to which shall be attached a copy of the incorporating ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The police department, municipal judge and all administrative departments of the City charged with enforcement of the chapter shall be supplied, at the cost of the City, such number of official copies of such Standard Traffic Ordinance similarly marked, as may be deemed expedient.

**Section 2.** Amendment to Sec. 29 of the 2024 Standard Traffic Ordinance for Kansas Cities, 51<sup>st</sup> Edition, Section 29 of the 2024 Standard Traffic Ordinance for Kansas Cities is hereby amended to provide for and describe the offense of careless driving by addition to this Standard Traffic Ordinance for Kansas Cities as Section "29.1" which will provide as follows:

**Section 29.1. Careless Driving; Penalties**

Any person who upon a public street or highway drives a vehicle in a manner as to indicate a careless or heedless disregard for the safety of persons or property is guilty of careless driving. A careless driving conviction is to be punished by a fine of not to exceed \$500.

**Section 3.** Amendment to Section 93b of the 2024 Standard Traffic Ordinance for Kansas Cities, 51<sup>st</sup> Edition, Section 93b of the 2024 Standard Traffic Ordinance for Kansas Cities is amended to provide for and describe the offense of overtime parking by the addition to Section 93b of the 51<sup>st</sup> Edition of the 2024 Standard Traffic Ordinance for Kansas Cities shall state as follows:

(b) A person shall not use the public highway to abandon vehicles or use the highway to leave vehicles unattended in such a manner as to interfere with public highway operations. When a person leave a motor vehicle on a public highway or other property open to use by the public, the city having jurisdiction of such highway or other property open to use by the public, after 72 hours or when the motor vehicle interferes with public highway operations, may remove and impound the motor vehicle. (K.S.A. 8-1102).

**Section 4. Severability.** Those sections, paragraphs, and provisions of Title 10 of the City of Valley Center Municipal Code which are not expressly amended or repealed by this Ordinance are hereby reenacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portions of the City of Valley Center Municipal Code other than those expressly amended or repealed in Section 1 of this Ordinance.

If any section, subsection, sentence, clause, phrase or word of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, phrase, and words thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or words have been declared invalid or unconstitutional, and if for any reason this ordinance should be declared invalid or unconstitutional, then the remaining ordinance provisions will be in full force and effect.

**Section 5. Savings Clause.** Neither the adoption of the Ordinance, nor the future repeal or amendment of any section or part or portion thereof, shall in any manner affect the prosecution for violation of this Ordinance or future amendments thereto, nor be construed as a waiver of any license, fee or penalty at said effective date and unpaid under either this Ordinance or future amendments thereto, nor be construed as affecting any of the provisions of this Ordinance relating to the collection of any such license, fee or penalty, or the penal provisions applicable to any violation thereof, nor to affect the validity of any bond or cash deposit in lieu thereof required to be posted, filed or deposited pursuant to any ordinance, all rights and obligations thereunder shall continue in full force and effect.

**Section 6. Applicability and Effective Date.** All portions of former ordinances in conflict herewith are hereby repealed or superseded. This Ordinance shall be in full force and effect from and after its passage and after publication according to law.

**PASSED AND APPROVED by the Governing Body of the City of Valley Center, Kansas, this 3<sup>rd</sup> day of September, 2024.**

First Reading:	August 20, 2024
Second Reading:	September 3, 2024

[SEAL]

ATTEST:

James E. Truman, Mayor

Kristi Carrithers, City Clerk

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

**D. ORDINANCE 1410-24; STANDARD TRAFFIC ORDINANCE:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion to adopt Ordinance 1410-24, amending Chapter 10.04, section 10 of the Valley Center Municipal Code and amendments thereto related to the Regulation of Traffic within the corporate limits of the City of Valley Center, Kansas, for 1st reading**

**NEW BUSINESS**

**E. ORDINANCE 1411-24; UTILITY VEHICLE AND GOLF CARTS:**

Public Safety Director Newman will present Ordinance 1411-24 to repeal and replace Ordinance 1245-12 and Ordinance 1302-17 regarding the use of Utility Vehicles and Golf Carts in the City of Valley Center.

- Ordinance 1411-24

**ORDINANCE NO. 1411-24**

**AN ORDINANCE OF THE CITY OF VALLEY CENTER KANSAS AUTHORIZING THE OPERATION OF WORK-SITE UTILITY VEHICLES, MICRO UTILITY TRUCKS, AND GOLF CARTS ON THE STREETS AND PUBLIC WAYS WITHIN THE CORPORATE LIMITS OF THE CITY OF VALLEY CENTER; PROVIDING FOR RELATED MATTERS, INCLUDING PENALTIES FOR VIOLATION THEREOF; AND, PROVIDING FOR THE REPEAL OF ORDINANCE NO. 1245-12 AND ORDINANCE 1302-17 AND CERTAIN SECTIONS OF THE S.T.O. OF THE CITY OF VALLEY CENTER AS ADOPTED BY ORDINANCE NO. 1411-24.**

**Be it Ordained by the Governing Body of the City of Valley Center, Kansas**

**Section 1. OPERATION OF WORK-SITE UTILITY VEHICLES.**

(a) Work-site utility vehicles may be operated upon the public highways, streets, roads and alleys within the corporate limits of the city.

(b) No work-site utility vehicle shall be operated on any public highway, street, road or alley between sunset and sunrise unless such vehicle is equipped with lights as required by law for motorcycles. No work-site utility vehicle shall be operated on any interstate highway, federal highway or state highway; however, the provisions of this subsection shall not prohibit a utility vehicle from crossing a federal or state highway.

(c) Every person operating a work-site utility vehicle on the public highways, streets, roads and alleys of the city shall be subject to all of the duties applicable to a driver of a vehicle imposed by law.

**Section 2. VALID DRIVER'S LICENSE REQUIRED; PENALTY.** No person shall operate a work-site utility vehicle on any public highway, street, road or alley within the corporate limits of the city unless such person has a valid driver's license. Violation of this section is punishable by a fine of not more than \$1,000 or by imprisonment for not more than six months or by both such fine and imprisonment.

**Section 3. DEFINITION.** "Work-site utility vehicle" means any motor vehicle which is not less than 48 inches in width, has an unladen weight, including fuel and fluids, of more than 800 pounds and is equipped with four or more nonhighway tires, a steering wheel and bench or bucket-type seating allowing at least two people to sit side-by-side, and may be equipped with a bed or cargo box for hauling materials. Work-site utility vehicle does not include a micro utility truck.

**Section 4. PENALTY.** Unless specifically provided for herein, a violation of this section shall be deemed an ordinance traffic infraction. Upon an entry of a plea of guilty or no contest or upon being convicted of such violation, the penalty imposed shall be in accordance with Section 201 of the current Standard Traffic Ordinance, and amendments thereto, or such other similar provision as the city may then have in effect.

**Section 5. DISPLAY OF SLOW-MOVING VEHICLE EMBLEM.**

(a) In the event the work site utility vehicle is a top speed of less than 25 mph, it shall be illegal to operate such a work-site utility vehicle on any public highway, street, road or alley within the corporate limits of the city unless such vehicle displays a slow-moving vehicle emblem on the rear of the vehicle.

(b) For the purpose of this section, "slow-moving vehicle emblem" has the same meaning as contained in K.S.A. 8-1717, and amendments thereto.

(c) the slow-moving vehicle emblem shall be mounted and displayed in compliance with

K.S.A. 8-1717, and amendments thereto

**Section 6. INSURANCE REQUIRED; PENALTY.**

(a) When operated upon the public highways, streets, roads and alleys within the corporate limits of the city every owner of a work-site utility vehicle shall provide liability coverage in accordance with Section 200 of the current Standard Traffic Ordinance, and amendments thereto, and the Kansas Automobile Injury Reparations Act, K.S.A. 40-3101, *et seq.*, and amendments thereto.

(b) All provisions of the current Standard Traffic Ordinance, and amendments thereto, including penalty provisions, shall be applicable to all owners and operators of work-site utility vehicles.

**Section 7. REGISTRATION AND LICENSE; FEE; APPLICATION; INSPECTION; PENALTY.**

(a) Before operating any work-site utility vehicle on any public highway, street, road or alley within the corporate limits of the city and each calendar year thereafter, the vehicle shall be registered with the city and a license shall be obtained and placed on the work-site utility vehicle. The license fee shall be \$20 per calendar year. The full amount of the license fee shall be required regardless of the time of year that the application is made.

(b) Application for registration of a work-site utility vehicle shall be made by the owner, or owner's agent, in the office of the city clerk. The application shall be made upon forms provided by the city and each application shall contain the name of the owner, the owner's residence address, or bona fide place of business, a brief description of the vehicle to be registered (including make, model and serial number, if applicable). Proof of insurance, as required in Section 6, shall be furnished at the time of application for registration.

(c) Prior to the issuance of the registration and license, each applicant for a work-site utility vehicle license shall first present such vehicle for an official inspection. If, upon inspection and completion of the registration application, such vehicle is found to be in safe mechanical condition, and upon establishing proof of insurance and payment of the fees herein provided, a license shall be issued to the owner who shall attach it to the vehicle. The license shall be displayed in such a manner as to be clearly visible from the rear of the vehicle. The license number on the application will be recorded and then filed in the police department.

(d) It is unlawful for any person to willfully or maliciously remove, destroy, mutilate or alter such license during the time in which the same is operative.

(e) The license issued hereunder is not transferrable. In the event of sale or other transfer of ownership of any vehicle license under the provisions of this section, the existing license and the right to use the numbered license shall expire, and the license shall be removed by the owner. It is unlawful for any person other than the person to whom the license was originally issued to have the same in his possession.

(f) In the event a license is lost or destroyed, the city clerk, upon proper showing by the licensee and the payment of a fee of \$20, shall issue a new license in accordance with the provisions of this section.

(g) It shall be unlawful for any person to:

- 1) Operate, or for the owner thereof knowingly to permit the operation, upon a public street, road, highway, or alley within the corporate limits of the city any work-site utility vehicle, as defined herein, which is not registered, and which does not have attached thereto and displayed thereon the license assigned thereto by the city for the current registration year.
- 2) Display, cause or permit to be displayed, or to have in possession, any registration receipt, registration license or registration decal knowing the same to be fictitious or to have been canceled, revoked, suspended or altered. A violation of this subsection (2) shall constitute an unclassified misdemeanor punishable by a fine of not less than \$100 and forfeiture of the item. A mandatory court appearance shall be required of any

person violating this subsection.

- 3) Lend to or knowingly permit the use by one not entitled thereto any registration receipt, registration license plate or registration decal issued to the person so lending or permitting the use thereof.
- 4) Remove, conceal, alter, mark or deface the license number plate, plates or decals, or any other mark of identification upon any work-site utility vehicle. Licenses shall be kept clean and placed as required by law so as to be plainly visible and legible.
- 5) Carry or display a registered number plate or plates or registration decal upon any work-site utility vehicle not lawfully issued for such vehicle.
- 6) Any person convicted of a violation of any of the provisions of this subsection, shall for the first conviction thereof be punished by a fine of not more than \$100; for a second such conviction within one year thereafter, such person shall be punished by a fine of not more than \$250; upon a third or subsequent conviction within one year after the first conviction, such person shall be punished by a fine of not more than \$500.

**Section 8. OPERATION OF MICRO UTILITY TRUCKS.**

(a) Micro utility trucks may be operated upon the public highways, streets, roads and alleys and public ways within the corporate limits of the city.

(b) No micro utility truck shall be operated on any public highway, street, road or alley, unless such truck complies with the equipment requirements under Article 17 of chapter 8 of the Kansas Statutes Annotated, and amendments thereto. No micro utility truck shall be operated on any interstate highway, federal highway or state highway; provided, however, that the provisions of this subsection shall not prohibit a micro utility truck from crossing a federal or state highway.

(c) Every person operating a micro utility truck on the public highways, streets, roads and alleys of the city shall be subject to all the duties applicable to a driver of a motor vehicle imposed by law.

**Section 9. VALID DRIVER'S LICENSE REQUIRED; PENALTY.** No person shall operate a micro utility truck on any public highway, street, road or alley within the corporate limits of the city unless such person has a valid driver's license. Violation of this section is punishable by a fine of not more than \$1,000 or by imprisonment for not more than six months or by both such fine and imprisonment.

**Section 10. DEFINITION.** "Micro utility truck" means any motor vehicle which is not less than 48 inches in width, has an overall length, including the bumper, of not more than 160 inches, has an unladen weight, including fuel and fluids, of more than 1,500 pounds, can exceed 40 miles per hour as originally manufactured and is manufactured with a metal cab. "Micro utility truck" does not include a work-site utility vehicle.

**Section 11. PENALTY.** Unless specifically provided for herein, a violation of this section shall be deemed an ordinance traffic infraction. Upon an entry of a plea of guilty or no contest or upon being convicted of such violation, the penalty imposed shall be in accordance with current Standard Traffic Ordinance, and amendments thereto, or such other similar provision as the city may then have in effect.

**Section 12. INSURANCE REQUIRED; PENALTY.**

(a) When operated upon the public highways, streets, roads and alleys within the corporate limits of the city every owner of a micro utility truck shall provide liability coverage in accordance with current Standard Traffic Ordinance, and amendments thereto, and the Kansas Automobile Injury Reparations Act, K.S.A. 40-3101, *et seq.*, and amendments thereto.

(b) All provisions of current Standard Traffic Ordinance, and amendments thereto, including penalty provisions, shall be applicable to all owners and operators of micro utility trucks.

**Section 13. REGISTRATION AND LICENSE; FEE; APPLICATION; INSPECTION; PENALTY.**

(a) Before operating any micro utility truck on any public highway, street, road or alley within the corporate limits of the city and each calendar year thereafter, the vehicle shall be registered with the city and a license shall be obtained and placed on the micro utility truck. The license fee shall be \$20 per calendar year. The full amount of the license fee shall be required regardless of the time of year that the application is made.

(b) Application for registration of a micro utility truck shall be made by the owner, or owner's agent, in the office of the city clerk. The application shall be made upon forms provided by the city and each application shall contain the name of the owner, the owner's residence address, or bona fide place of business, a brief description of the vehicle to be registered (including make, model and serial number, if applicable). Proof of insurance, as required in Section 12 of this ordinance shall be furnished at the time of application for registration.

(c) Prior to the issuance of the registration and license, each applicant for a micro utility truck license shall first present such vehicle for an official inspection. If, upon inspection and completion of the registration application, such vehicle is found to be in safe mechanical condition, and upon establishing proof of insurance and payment of the fees herein provided, a license shall be issued to the owner who shall attach it to the vehicle. The license shall be displayed in such a manner as to be clearly visible from the rear of the vehicle. The license number on the application will be recorded and then filed in the police department.

(d) It is unlawful for any person to willfully or maliciously remove, destroy, mutilate or alter such license during the time in which the same is operative.

(e) The license issued hereunder is not transferrable. In the event of sale or other transfer of ownership of any vehicle license under the provisions of this section, the existing license and the right to use the numbered license shall expire, and the license shall be removed by the owner. It is unlawful for any person other than the person to whom the license was originally issued to have the same in his possession.

(f) In the event a license is lost or destroyed, the city clerk, upon proper showing by the licensee and the payment of a fee of \$20, shall issue a new license in accordance with the provisions of this section.

(g) It shall be unlawful for any person to:

- 1) Operate, or for the owner thereof knowingly to permit the operation, upon a public street, road, highway, or alley or public way within the corporate limits of the city any micro utility truck, as defined herein, which is not registered, and which does not have attached thereto and displayed thereon the license assigned thereto by the city the current registration year.
- 2) Display, cause or permit to be displayed, or to have in possession, any registration receipt, registration license or registration decal knowing the same to be fictitious or to have been canceled, revoked, suspended or altered. A violation of this subsection (2) shall constitute an unclassified misdemeanor punishable by a fine of not less than \$100 and the forfeiture of the improper receipt, license or decal. A mandatory court appearance shall be required of any person violating this subsection.
- 3) Lend to or knowingly permit the use by one not entitled thereto any registration receipt, registration license plate or registration decal issued to the person so lending or permitting the use thereof.
- 4) Remove, conceal, alter, mark or deface the license number plate, plates or decals, or any other mark of identification upon any micro utility truck. Licenses shall be kept clean and placed as required by law so as to be plainly visible and legible.
- 5) Carry or display a registered number plate or plates or registration decal upon any micro utility truck not lawfully issued for such vehicle.
- 6) Any person convicted of a violation of any of the provisions of this section, shall for the

first conviction thereof be punished by a fine of not more than \$100; for a second such conviction within one year thereafter, such person shall be punished by a fine of not more than \$250; upon a third or subsequent conviction within one year after the first conviction, such person shall be punished by a fine of not more than \$500.

**Section 14. OPERATION OF GOLF CARTS.** (a) Golf carts may be operated upon the public highways, streets, roads and alleys and public ways with at least 10 feet in width within the corporate limits of the city; provided, however, that no golf cart may be operated upon any public highway, street, road and alley with a posted speed limit in excess of 30 miles per hour. No golf cart shall be operated on any interstate highway, federal highway or state highway; provided, however, that the provisions of this subsection shall not prohibit a golf cart from crossing a federal or state highway or a street or highway with a posted speed limit greater than 30 miles per hour.

(b) No golf cart shall be operated on any public highway, street, road or alley or public way between sunset and sunrise, unless equipped with:

- 1) Lights as required for motorcycles by current Standard Traffic Ordinance, and amendments thereto; and
- 2) A properly mounted slow-moving vehicle emblem as required by K.S.A. 8- 1717, and amendments thereto.

(c) Every person operating a golf cart on the public highways, streets, roads and alleys of the city shall be subject to all of the duties applicable to a driver of a motor vehicle imposed by law.

**Section 15. VALID DRIVER'S LICENSE REQUIRED; PENALTY.** No person shall operate a golf cart on any public highway, street, road or alley within the corporate limits of the city unless such person has a valid driver's license. Violation of this section is punishable by a fine of not more than \$1,000 or by imprisonment for not more than six months or by both such fine and imprisonment.

**Section 16. DEFINITION.** "Golf cart" means a motor vehicle that has not less than three wheels in contact with the ground, an unladen weight of not more than 1,800 pounds, is designed to be operated at not more than 25 miles per hour.

**Section 17. PENALTY.** Unless specifically provided herein, a violation of this section shall be deemed an ordinance traffic infraction. Upon an entry of a plea of guilty or no contest or upon being convicted of such violation, the penalty imposed shall be in accordance with current Standard Traffic Ordinance, and amendments thereto, or such other similar provision as the city may then have in effect.

**Section 18. DISPLAY OF SLOW-MOVING VEHICLE EMBLEM.**

(a) It shall be illegal to operate a golf cart on any public highway, street, road or alley within the corporate limits of the city unless such vehicle displays a slow-moving vehicle emblem on the rear of the vehicle.

(b) For the purpose of this section, "slow-moving vehicle emblem" has the same meaning as contained in K.S.A. 8-1717, and amendments thereto.

(c) the slow-moving vehicle emblem shall be mounted and displayed in compliance with K.S.A. 8-1717, and amendments thereto.

**Section 19. INSURANCE REQUIRED; PENALTY.**

(a) Every owner of a golf cart shall provide liability coverage in accordance with current Standard Traffic Ordinance, and amendments thereto, and the Kansas Automobile Injury Reparations Act, K.S.A. 40-3101, *et seq.*, and amendments thereto.

(b) All provisions of Section 200 of the Standard Traffic Ordinance, and amendments thereto, including penalty provisions, shall be applicable to all owners and operators of golf carts.

**Section 20. REGISTRATION AND LICENSE; FEE; APPLICATION; INSPECTION; PENALTY.**

(a) Before operating any golf cart any public highway, street, road or alley within the corporate limits of the city and each calendar year thereafter, the vehicle shall be registered with the city and a license shall be obtained and placed on the golf cart. The license fee shall be \$20 per calendar year. The full amount of the license fee shall be required regardless of the time of year that the application is made.

(b) Application for registration of a golf cart shall be made by the owner, or owner's agent, in the office of the city clerk. The application shall be made upon forms provided by the city and each application shall contain the name of the owner, the owner's residence address, or bona fide place of business, a brief description of the vehicle to be registered (including make, model and serial number, if applicable). Proof of insurance, as required in Section 28 shall be furnished at the time of application for registration.

(c) Prior to the issuance of the registration and license, each applicant for a golf cart license shall first present such vehicle for an official inspection. If, upon inspection and completion of the registration application, such vehicle is found to be in safe mechanical condition, and upon establishing proof of insurance and payment of the fees herein provided, a license shall be issued to the owner who shall attach it to the vehicle. The license shall be displayed in such a manner as to be clearly visible from the rear of the vehicle. The license number on the application will be accounted for and then filed in the police department.

(d) It is unlawful for any person to willfully or maliciously remove, destroy, mutilate or alter such licenses during the time in which the same is operative.

(e) The license issued hereunder is not transferrable. In the event of sale or other transfer of ownership of any vehicle license under the provisions of this section, the existing license and the right to use the numbered license shall expire, and the license shall be removed by the owner. It is unlawful for any person other than the person to whom the license was originally issued to have the same in his possession.

(f) In the event a license is lost or destroyed, the city clerk upon proper showing by the licensee and the payment of a fee of \$20, shall issue a new license in accordance with the provisions of this section.

(g) It shall be unlawful for any person to:

- 1) Operate, or for the owner thereof knowingly to permit the operation, upon a public street, road, highway, or alley within the corporate limits of the city any golf cart, as defined herein, which is not registered, and which does not have attached thereto and displayed thereon the license assigned thereto by the city for the current registration year.
- 2) Display, cause or permit to be displayed, or to have in possession, any registration receipt, registration license or registration decal knowing the same to be fictitious or to have been canceled, revoked, suspended or altered. A violation of this subsection (2) shall constitute an unclassified misdemeanor punishable by a fine of not less than \$100 and forfeiture of the improper receipt, license or registration. A mandatory court appearance shall be required of any person violating this subsection.
- 3) Lend to or knowingly permit the use by one not entitled thereto any registration receipt, registration license plate or registration decal issued to the person so lending or

permitting the use thereof.

- 4) Remove, conceal, alter, mark or deface the license number plate, plates or decals, or any other mark of identification upon any work-site utility vehicle. Licenses shall be kept clean and placed as required by law so as to be plainly visible and legible.
- 5) Carry or display a registered number plate or plates or registration decal upon any golf cart not lawfully issued for such vehicle.
- 6) Any person convicted of a violation of any of the provisions of this section, shall for the first conviction thereof be punished by a fine of not more than \$100; for a second such conviction within one year thereafter, such person shall be punished by a fine of not more than \$250 upon a third or subsequent conviction within one year after the first conviction, such person shall be punished by a fine of not more than \$500.

**Section 21. REPEALER.** Ordinance No. 1245-12, Ordinance No. 1302-17 and Sections 114.2, 114.4 and 114.5 of the Standard Traffic Ordinance are hereby repealed.

**Section 22. PUBLICATION; EFFECTIVE DATE.** This ordinance shall be published one time in the official city newspaper and shall take effect and be in force from and after said publication.

Passed by the city council on this 3<sup>rd</sup> day of September 2024 and signed by the mayor on the 3<sup>rd</sup> day of September 2024.

August 20, 2024, 1<sup>st</sup> Reading  
September 3, 2024, 2<sup>nd</sup> Reading

[SEAL]

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James E. Truman, Mayor

ATTEST:

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Kristi Carrithers, City Clerk

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

**E. ORDINANCE 1411-24; UTILITY VEHICLE AND GOLF CARTS:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion to approve for 1<sup>st</sup> reading Ordinance 1411-24 which would repeal and replace Ordinance 1245-12 and Ordinance 1302-17 regarding the use of Utility Vehicles and Golf Carts in the City of Valley Center.**

**NEW BUSINESS**

**F. AGREEMENT WITH PEC FOR WATER TREATMENT PLANT:**

City Engineer Scheer will present contract with PEC for representation of City of Valley Center's interest during the design and construction of the Water Treatment Plant by Burns and McDonnell. The fees for the contract are the standard hourly basis, not to exceed \$277,500.00.

- Contract with PEC



August 14, 2024

Brent Clark  
 City Administrator  
 City of Valley Center  
 121 S. Meridian  
 Valley Center, KS 67147

Reference:     AGREEMENT for Valley Center WTP - Owners Representative  
                   City of Valley Center  
                   PEC Project No. 35-237013-012-2502

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.

Brent Clark  
City of Valley Center  
WTP - Owners Representative  
August 14, 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.

Brent Clark  
City of Valley Center  
WTP - Owners Representative  
August 14, 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

Brent Clark  
City of Valley Center  
WTP - Owners Representative  
August 14, 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.

Brent Clark  
City of Valley Center  
WTP - Owners Representative  
August 14, 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.

RWG:ev

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

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

Printed Name: Michael D. Kelsey, PE

Title: SVP | Government Markets

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

ACCEPTED:

CITY OF VALLEY CENTER

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

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

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

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

## EXHIBIT A

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

1. The Valley Center Water Treatment Plant (WTP) Owner's Advisor (OA) (PROJECT) shall include representation of the CLIENT's interest during design and construction of the WTP as developed by the Design-Builder. The Design-Builder is fully and solely responsible for their design and construction work.

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

1. PEC shall commence its services on the Project within 7 days after receiving CLIENT's notice to proceed.
2. PEC and CLIENT anticipate that the OA services will extend through completion of construction of the WTP improvements. Fee is based on construction completion by November 2026.
3. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.

### C. **Scope of Services:**

1. Review water rights and usage projections. Coordinate and attend up to three (3) meetings with the City of Wichita to review current water agreement and impacts of using new WTP for full supply.
2. Attend bi-weekly virtual Design-Build team meetings through the end of 2024.
3. Attend up to eight (8) in-person design review meetings in Valley Center.
4. Review current plans and technical specifications as provided by Design-Builder as of August 9, 2024, to familiarize PEC with general project design.
5. Perform a cursory review of 60% plans and specifications including process, site civil, site utilities, electrical, mechanical, and structural elements. This review will be conducted to identify any concerns or items for discussion with the CLIENT. A detailed review of design calculations is not part of the PEC scope.
6. Perform a cursory review of final plans and specifications including process, site civil, site utilities, electrical, mechanical, and structural elements. This review will be conducted to identify any concerns or items for discussion with the CLIENT. A detailed review of design calculations is not part of the PEC scope.
7. Review Design-Builder Phase 2 contract and provide input to CLIENT.
8. Perform a cursory review of the submitted Guaranteed Maximum Price and supplier and subcontractor provided proposals and advise CLIENT of any concerns or questions. Provide CLIENT with observations and comments.
9. Review CLIENT provided water supply well pump testing information and advise CLIENT of any identified concerns with Design-Builder raw waterline design approach.
10. Review options for cleaning existing raw water lines for sediment removal and advise CLIENT of recommendations for cleaning.
11. Communicate with KDHE regarding CLIENT obligations for State Revolving Loan Fund (SRF) requirements. Design-Builder will be responsible to achieve approved loan agreement.

12. Perform analysis of CLIENT's existing water model based on the Design-Builder's WTP design conditions.
13. Construction administration services to include:
  - a. Cursory review of submittal information for compliance with Design-Builder plans and specifications. Review will be strictly comparison to Design-Builder provided design conditions; Design-Builder is fully and solely responsible for compliance with KDHE approved plans and specifications, applicable codes, and applicable standards.
  - b. Review of proposed Contingency or Allowance fund usages and recommendations to CLIENT. CLIENT will be responsible for final approval or denial of these costs.
  - c. Attendance at up to thirty (30) progress meetings during construction.
  - d. Perform a final walkthrough at project substantial completion and develop punchlist of items for completion. Punchlist will be based on items visible during walkthrough. A detailed punchlist will not be maintained during construction unless inspection services are included by supplemental agreement.
  - e. Attend KDHE final inspection.

**D. Additional Services:**

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

1. Construction inspection services.
2. Materials testing services.
3. Federal loan administration services during construction.
4. Review of Design-Builder invoices or pay applications.
5. Development of remediation measures for any unknown conditions encountered during construction.

**E. Exclusions:**

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

1. Detailed review of design calculations for any part of the project. The Design-Builder is fully and solely responsible for the completeness and correctness of all calculations and design parameters and compliance with all federal, state, and local requirements.
2. Permitting – the Design-Builder will be fully responsible for obtaining all required permits for construction.
3. Construction storm water permitting, inspections, or review.
4. Detailed review of design against KDHE regulations and standards. KDHE will provide comments and corrections based on their requirements.
5. Review of materials testing reports.
6. Coordination with utility providers for site services.
7. Review of fire suppression systems or requirements.
8. Any plant operations.

F. **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 standard hourly basis, at the rates established on the Rate Schedule plus Reimbursable Expenses not-to-exceed **\$277,500.00**.
3. Reimbursable Expenses shall include digital scanning and printing by outside firms, deliveries made by outside services, vehicle mileage or vehicle rental and fuel, vehicle parking and tolls, travel fares (air/land/water), lodging, meals, and review/application/filing/permit fees.
4. 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.

## 2024 RATE SCHEDULE A\*\*

<u>TITLE</u>	<u>HOURLY RATE *</u>
Principal Engineer .....	\$230
Senior Project Manager .....	\$210
Project Manager .....	\$190
Senior Engineer .....	\$185
Project Engineer .....	\$160
Senior Landscape Architect .....	\$175
Landscape Architect .....	\$125
Senior Planner .....	\$170
Planner .....	\$150
Design Engineer .....	\$130
Senior Technician .....	\$145
Design Technician .....	\$110
Senior Commissioning Agent .....	\$150
Commissioning Agent .....	\$125
GIS Specialist .....	\$145
GIS Analyst .....	\$115
Project Coordinator .....	\$100
Project Assistant .....	\$90
Senior Field Project Manager .....	\$190
Field Project Manager .....	\$150
Senior Inspector .....	\$155
Inspector .....	\$120
Senior Field Technician .....	\$100
Field Technician .....	\$80
Driller .....	\$105
Land Surveyor .....	\$135
Party Chief .....	\$115
Survey Technician .....	\$95
*Premium time for all non-salaried personnel or as noted in the contract	
	1.5 multiplier

REIMBURSABLES:

Infrared Camera .....	\$50/Hour
Structural Testing Equipment .....	\$50/Hour
Outside Consultants .....	Cost plus 10%
Reproduction & Photography .....	Cost plus 10%
Equipment Rental .....	Cost plus 10%
Material .....	Cost plus 10%
Vehicle Mileage .....	IRS Rate/Mile
Truck Mileage .....	\$0.70/Mile
ATV .....	\$20/Hour
GPS .....	\$50/Hour
3D Laser Scanner .....	\$150/Hour
Robotic Total Station .....	\$50/Hour
UAS .....	\$150/Hour
Mobile Lidar Unit .....	\$150/Hour
Drill Rig Use .....	\$75/Hour
Car Rental and Fuel .....	Cost plus 10%
Per Diem, Meals .....	Cost plus 10%
Per Diem, Lodging .....	Cost plus 10%
Deliveries and Overnight Mail .....	Cost plus 10%
Travel, Hotel, Meals, and Subsistence .....	Cost plus 10%
Filing Fees .....	Cost plus 10%
Concrete Testing Equipment .....	\$10/Each
Nuclear Gauge Equipment .....	\$20/Each
Compression Tests of Cylinders .....	\$12/Each
Ultra Sonic Testing Equipment .....	\$50/Each
Semi-Trailer Mileage .....	\$3/Mile

\*\*The rates shown above are effective for services through December 31, 2024 and are subject to revision thereafter.

STATE OF KANSAS  
ACT AGAINST DISCRIMINATION  
CONTRACT PROVISION CERTIFICATION FORM

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of (1) through (4) in every applicable subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

PROJECT/CONTRACT NAME AND NO.

MUNICIPALITY City of Valley Center

CONTRACTOR'S  
SIGNATURE \_\_\_\_\_

TITLE Principal \_\_\_\_\_

SRF PROJECT NO. 3202

DATE 8/14/2024



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KPWSLF #3202  
KDHE PROJECT #

## **CERTIFICATION REGARDING LOBBYING**

### **CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Sarah C. Unruh, Principal

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Typed Name & Title of Authorized Representative

8/14/2024

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Signature and Date of Authorized Representative

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

**F. AGREEMENT WITH PEC FOR WATER TREATMENT PLANT:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion to approve representation contract with PEC for Water Treatment Plant in an amount not to exceed \$277,500.00 and authorize Mayor or City Administrator to sign.**

## **NEW BUSINESS**

### **G. REMOVE INTERIM COMMUNITY DEVELOPMENT DIRECTOR STATUS:**

City Administrator Brent Clark was appointed to Interim Community Development Director beginning May 25, 2024. This gave him the authority to fulfill the Community Director duties until such time a new Community Development Director was hired. Kyle Fiedler was hired as Community Development Director on August 5, 2024. Council action is requested to remove City Administrator Brent Clark as the interim giving full authority to Kyle Fiedler.

Should Council choose to proceed

### **RECOMMENDED ACTION**

**Staff recommends Council remove City Administrator as interim Community Development Director.**

**NEW BUSINESS**

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

**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 Governing Body, City Administrator and City Attorney. The open meeting will resume in the City Council Chamber in \_\_\_\_\_ minutes.**

## **CONSENT AGENDA**

- A. APPROPRIATION ORDINANCE – AUGUST 20, 2024**
- B. TREASURER’S REPORT–JULY 2024**
- C. CHECK RECONCILIATION -JULY 2024**
- D. REVENUE AND EXPENSE REPORT – JULY 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 August 20, 2024, as prepared by City Staff.

August 20, 2024, Appropriation

**Total** **\$ 238,701.78**

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
0014	WICHITA WINWATER WORKS CO.							
I-202407302075	WICHITA WINWATER WORKS CO.	R	8/02/2024	387.30		056994		387.30
0035	BARRY ARBUCKLE							
I-202407292073	BARRY ARBUCKLE	R	8/02/2024	800.00		056995		800.00
0042	LARRY LINN							
I-202407292069	LARRY LINN	R	8/02/2024	1,700.00		056996		1,700.00
0059	CITY OF WICHITA							
I-202408012090	CITY OF WICHITA	R	8/02/2024	2,548.00		056997		2,548.00
0110	LKM - LEAGUE OF KANSAS MUNICIP							
I-202407302081	LKM - LEAGUE OF KANSAS MUNICIP	R	8/02/2024	451.13		056998		451.13
0150	AT&T MOBILITY							
I-202407302076	AT&T MOBILITY	R	8/02/2024	37.60		056999		37.60
0156	BEALL & MITCHELL, LLC							
I-202407292071	BEALL & MITCHELL, LLC	R	8/02/2024	1,850.00		057000		1,850.00
0174	GILMORE & BELL PC							
I-202407302077	GILMORE & BELL PC	R	8/02/2024	1,500.00		057001		1,500.00
0196	P E C (PROFESSIONAL ENGINEERIN							
I-202407312087	P E C (PROFESSIONAL ENGINEERIN	R	8/02/2024	8,124.40		057002		8,124.40
0224	SUMNERONE, INC.							
I-202407302078	SUMNERONE, INC.	R	8/02/2024	205.11		057003		205.11
0226	RURAL WATER DISTRICT #2							
I-202408012092	RURAL WATER DISTRICT #2	R	8/02/2024	17.54		057004		17.54
0254	CITY OF WICHITA							
I-202407302074	CITY OF WICHITA	R	8/02/2024	177,580.94		057005		177,580.94
0457	CHRISTOPHER MICHAEL LEE DAVIS,							
I-202407292070	CHRISTOPHER MICHAEL LEE DAVIS,	R	8/02/2024	125.00		057006		125.00
0601	JOY K. WILLIAMS, ATTORNEY AT L							
I-202407292072	JOY K. WILLIAMS, ATTORNEY AT L	R	8/02/2024	1,350.00		057007		1,350.00
0817	H.M.S. LLC							
I-202407312086	H.M.S. LLC	R	8/02/2024	239.94		057008		239.94

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

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
0824	GALLS, LLC							
I-202408012088	GALLS, LLC	R	8/02/2024	80.96		057009		80.96
0898	GREATER WICHITA YMCA							
I-202407302083	GREATER WICHITA YMCA	R	8/02/2024	50.00		057010		50.00
1004	IMAGINE IT, INC.							
I-202408012093	IMAGINE IT, INC.	R	8/02/2024	1,747.61		057011		1,747.61
1082	T-MOBILE							
I-202408012091	T-MOBILE	R	8/02/2024	105.00		057012		105.00
1162	CUT RATES LAWN CARE LLC							
I-202407302082	CUT RATES LAWN CARE LLC	R	8/02/2024	560.00		057013		560.00
1389	SITEONE LANDSCAPE SUPPLY							
I-202407302080	SITEONE LANDSCAPE SUPPLY	R	8/02/2024	354.03		057014		354.03
1407	RED CARPET TROPHY							
I-202408012089	RED CARPET TROPHY	R	8/02/2024	56.00		057015		56.00
1	JESSICA GREENLEE							
I-000202407302084	RESTITUTION	R	8/02/2024	100.00		057016		100.00
0050	CITY OF NEWTON							
I-202408062094	CITY OF NEWTON	R	8/09/2024	100.00		057017		100.00
0074	KANSAS MUNICIPAL UTILITIES							
I-202408082115	KANSAS MUNICIPAL UTILITIES	R	8/09/2024	25.00		057018		25.00
0077	KANSAS OFFICE OF THE TREASURER							
I-202408062097	KANSAS OFFICE OF THE TREASURER	R	8/09/2024	1,416.10		057019		1,416.10
0153	ARK VALLEY NEWS							
I-202408062098	ARK VALLEY NEWS	R	8/09/2024	360.96		057020		360.96
0183	KANSAS ONE-CALL SYSTEM, INC							
I-202408062109	KANSAS ONE-CALL SYSTEM, INC	R	8/09/2024	288.00		057021		288.00
0249	APAC - KANSAS INC							
I-202408062110	APAC - KANSAS INC	R	8/09/2024	2,593.50		057022		2,593.50
0306	SEDGWICK COUNTY							
I-202408062096	SEDGWICK COUNTY	R	8/09/2024	1,549.63		057023		1,549.63

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
0437	USA BLUEBOOK							
	I-202408062106	USA BLUEBOOK	R	8/09/2024	70.51	057024		70.51
0527	B & B ELECTRIC MOTOR CO.							
	I-202408082125	B & B ELECTRIC MOTOR CO.	R	8/09/2024	13,615.00	057025		13,615.00
0713	WICHITA KENWORTH							
	I-202408082118	WICHITA KENWORTH	R	8/09/2024	2,028.32	057026		2,028.32
0799	ELITE FRANCHISING INC DBA JANI							
	I-202408062108	ELITE FRANCHISING INC DBA JANI	R	8/09/2024	1,866.40	057027		1,866.40
0815	KONICA MINOLTA BUSINESS SOLUTI							
	I-202408062099	KONICA MINOLTA BUSINESS SOLUTI	R	8/09/2024	173.44	057028		173.44
0824	GALLS, LLC							
	I-202408082120	GALLS, LLC	R	8/09/2024	400.94	057029		400.94
0837	KANSASLAND TIRE							
	I-202408082126	KANSASLAND TIRE	R	8/09/2024	1,147.64	057030		1,147.64
1012	FIRST WIRELESS, INC.							
	I-202408062104	FIRST WIRELESS, INC.	R	8/09/2024	1,460.00	057031		1,460.00
1112	CRAFCO, INC							
	I-202408082117	CRAFCO, INC	R	8/09/2024	277.00	057032		277.00
1140	PEARSON MATERIALS, LLC							
	I-202408062111	PEARSON MATERIALS, LLC	R	8/09/2024	1,261.83	057033		1,261.83
1162	CUT RATES LAWN CARE LLC							
	I-202408082121	CUT RATES LAWN CARE LLC	R	8/09/2024	1,795.00	057034		1,795.00
1168	MURDOCK COMPANIES, INC.							
	I-202408082116	MURDOCK COMPANIES, INC.	R	8/09/2024	203.40	057035		203.40
1200	CROSSROADS TRAILER							
	I-202408062107	CROSSROADS TRAILER	R	8/09/2024	47.16	057036		47.16
1276	TROJAN TECHNOLOGIES							
	I-202408082124	TROJAN TECHNOLOGIES	R	8/09/2024	1,750.00	057037		1,750.00
1365	WICHITA THUNDER							
	I-202408082123	WICHITA THUNDER	R	8/09/2024	3,000.00	057038		3,000.00

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

VENDOR I.D.	NAME	STATUS	DATE	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
				NO	AMOUNT		NO	STATUS	AMOUNT
1376	LAMPTON WELDING SUPPLY CO., IN								
	I-202408082119	LAMPTON WELDING SUPPLY CO., IN	R	8/09/2024	14.75		057039		14.75
1391	ARC PHYSICAL THERAPY PLUS LP								
	I-202408062105	ARC PHYSICAL THERAPY PLUS LP	R	8/09/2024	70.00		057040		70.00
1394	IDEATEK TELECOM, LLC.								
	I-202408082122	IDEATEK TELECOM, LLC.	R	8/09/2024	1,780.44		057041		1,780.44
1400	DONE RIGHT LAWN CARE LLC.								
	I-202408062100	DONE RIGHT LAWN CARE LLC.	R	8/09/2024	150.00		057042		150.00
1407	RED CARPET TROPHY								
	I-202408062103	RED CARPET TROPHY	R	8/09/2024	85.00		057043		85.00
1408	WICHITA-KIDD'S TOWING								
	I-202408062095	WICHITA-KIDD'S TOWING	R	8/09/2024	165.00		057044		165.00
1409	THE WICHITA PUMP & SUPPLY CO.,								
	I-202408072112	THE WICHITA PUMP & SUPPLY CO.,	R	8/09/2024	530.00		057045		530.00
1410	GENERAL PARTS GROUP								
	I-202408072113	GENERAL PARTS GROUP	R	8/09/2024	343.70		057046		343.70

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

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	53	238,539.28	0.00	238,539.28
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00		
	VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 02 BANK: APBK TOTALS:	53	238,539.28	0.00	238,539.28

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0033	NEAL OWINGS							
I-202408062101	NEAL OWINGS	R	8/09/2024	162.50		057047		162.50

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

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	162.50	0.00	162.50
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
	VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 03	BANK: APBK	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			1	162.50	0.00	162.50
BANK: APBK		TOTALS:	54	238,701.78	0.00	238,701.78
		REPORT TOTALS:	54	238,701.78	0.00	238,701.78

## SELECTION CRITERIA

VENDOR SET: \* - All

VENDOR: ALL

BANK CODES: All

FUNDS: All

## CHECK SELECTION

CHECK RANGE: 056994 THRU 057047

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 – JULY 2024:**

## MTD TREASURERS REPORT

AS OF: JULY 31ST, 2024

FUND	BEGINNING	M-T-D	M-T-D	CASH BASIS	NET CHANGE	NET CHANGE	ACCRAUL ENDING
	CASH BALANCE	REVENUES	EXPENSES	BALANCE	OTHER ASSETS	LIABILITIES	CASH BALANCE
010-GENERAL FUND	2,400,137.10	310,578.63	524,956.43	2,185,759.30	0.00	( 223.71)	2,185,535.59
020-SPECIAL PARKS AND REC	38,468.87	108.95	0.00	38,577.82	0.00	0.00	38,577.82
030-SPECIAL ALCOHOL AND DRUGS	13,780.36	36.32	0.00	13,816.68	0.00	0.00	13,816.68
040-POOL/REC SALES TAX	9,968,943.02	246,700.78	2,869,566.40	7,346,077.40	0.00	0.00	7,346,077.40
050-TIF FUND	2,073,522.13	5,810.33	493,247.29	1,586,085.17	0.00	0.00	1,586,085.17
110-EMPLOYEE BENEFITS	644,861.52	15,087.45	112,677.16	547,271.81	0.00	0.00	547,271.81
126-BUILDING EQUIP RESERVE	67,060.02	187.62	0.00	67,247.64	0.00	0.00	67,247.64
127-EQUIPMENT RESERVE	381,176.17	1,071.27	10,000.00	372,247.44	0.00	0.00	372,247.44
130-FLEET MANAGEMENT FUND	112,940.03	314.73	55,580.52	57,674.24	0.00	0.00	57,674.24
140-LIBRARY	857.91	0.00	0.00	857.91	0.00	0.00	857.91
150-SPECIAL HIGHWAY	398,270.12	195,149.25	39,377.71	554,041.66	0.00	352.80	554,394.46
160-EMERGENCY EQUIPMENT	138,149.91	1,167.36	0.00	139,317.27	0.00	0.00	139,317.27
161-PUBLIC SAFETY TRAINING	8,106.70	360.96	0.00	8,467.66	0.00	0.00	8,467.66
225-PARK BEAUTIFICATION FUND	2,215.33	0.00	0.00	2,215.33	0.00	0.00	2,215.33
240-D.A.R.E.	1,658.04	20.00	0.00	1,678.04	0.00	0.00	1,678.04
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	830,582.78	288,943.31	520,588.89	598,937.20	0.00	0.00	598,937.20
410-BOND & INTEREST	1,720,500.51	4,823.78	0.00	1,725,324.29	0.00	0.00	1,725,324.29
420-LAND BANK RESERVE	83,662.50	236.05	4,619.81	79,278.74	0.00	0.00	79,278.74
510-GIFTS AND GRANTS	6,618.54	218.16	0.00	6,836.70	0.00	0.00	6,836.70
520-STATE/FEDERAL GRANT MNGMT	430,300.24	1,204.44	0.00	431,504.68	0.00	0.00	431,504.68
610-WATER OPERATING	3,501,041.03	265,089.12	219,148.86	3,546,981.29	65,516.26	( 132.54)	3,481,332.49
612-STORMWATER UTILITY FUND	477,178.55	29,001.35	704.54	505,475.36	( 235.93)	0.00	505,711.29
613-SOLID WASTE UTILITY	159,982.78	51,235.42	46,575.55	164,642.65	( 550.55)	0.00	165,193.20
619-WATER SURPLUS RESERVE	562,874.87	1,579.68	0.00	564,454.55	0.00	0.00	564,454.55
620-SEWER OPERATING	1,741,173.83	128,200.82	31,786.23	1,837,588.42	( 143.21)	( 129.37)	1,837,602.26
628-SEWER SURPLUS RESERVE	236,234.78	659.71	0.00	236,894.49	0.00	0.00	236,894.49
GRAND TOTAL	26,004,860.40	1,547,785.49	4,928,829.39	22,623,816.50	64,586.57	( 132.82)	22,559,097.11
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\*\*\* END OF REPORT \*\*\*

**CONSENT AGENDA**

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

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

CHECK DATE: 7/August 2024/City Council Agenda Page 64  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT---	STATUS	FOLIO	CLEAR DATE
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## BANK DRAFT:

1000-001.000	7/12/2024	BANK-DRAFT001840	KANSAS DEPT OF REVENUE	5,318.13CR	POSTED	A	7/15/2024
1000-001.000	7/12/2024	BANK-DRAFT001841	KANSAS PAYMENT CENTER	950.75CR	POSTED	A	7/15/2024
1000-001.000	7/12/2024	BANK-DRAFT001842	KPERS	26,598.88CR	POSTED	A	7/15/2024
1000-001.000	7/12/2024	BANK-DRAFT001843	EMPOWER FINANCIAL	2,676.29CR	POSTED	A	7/16/2024
1000-001.000	7/12/2024	BANK-DRAFT001844	IRS- DEPARTMENT OF THE TREASUR	26,649.77CR	POSTED	A	7/15/2024
1000-001.000	7/12/2024	BANK-DRAFT001845	MID AMERICAN CREDIT UNION	573.46CR	POSTED	A	7/15/2024
1000-001.000	7/15/2024	BANK-DRAFT001846	ALLIED BENEFIT-ATF2	25,568.77CR	POSTED	A	7/16/2024
1000-001.000	7/26/2024	BANK-DRAFT001847	KANSAS DEPT OF REVENUE	4,845.19CR	POSTED	A	7/29/2024
1000-001.000	7/26/2024	BANK-DRAFT001848	KANSAS PAYMENT CENTER	950.75CR	POSTED	A	7/26/2024
1000-001.000	7/26/2024	BANK-DRAFT001849	KPERS	24,059.55CR	POSTED	A	7/29/2024
1000-001.000	7/26/2024	BANK-DRAFT001850	EMPOWER FINANCIAL	2,802.08CR	POSTED	A	7/31/2024
1000-001.000	7/26/2024	BANK-DRAFT001851	IRS- DEPARTMENT OF THE TREASUR	24,583.32CR	POSTED	A	7/29/2024
1000-001.000	7/26/2024	BANK-DRAFT001852	MID AMERICAN CREDIT UNION	573.46CR	POSTED	A	7/26/2024
1000-001.000	7/29/2024	BANK-DRAFT001860	ALLIED BENEFIT-ATF2	86,375.05CR	POSTED	A	7/29/2024
1000-001.000	7/31/2024	BANK-DRAFT001853	IRS- DEPARTMENT OF THE TREASUR	72.74CR	CLEARED	A	8/05/2024
1000-001.000	7/31/2024	BANK-DRAFT001854	KANSAS GAS SERVICE	859.80CR	POSTED	A	7/26/2024
1000-001.000	7/31/2024	BANK-DRAFT001855	EVERGY KANSAS CENTRAL, INC.	23,466.87CR	POSTED	A	7/26/2024
1000-001.000	7/31/2024	BANK-DRAFT001856	KANSAS DEPT OF REVENUE	1,156.09CR	POSTED	A	7/29/2024
1000-001.000	7/31/2024	BANK-DRAFT001857	KANSAS EMPLOYMENT SECURITY	817.89CR	POSTED	A	7/26/2024
1000-001.000	7/31/2024	BANK-DRAFT001858	WEX BANK	7,591.12CR	POSTED	A	7/26/2024
1000-001.000	7/31/2024	BANK-DRAFT001859	ENTERPRISE FLEET MANAGEMENT	55,580.52CR	POSTED	A	7/26/2024
1000-001.000	7/31/2024	BANK-DRAFT001861	FLEXIBLE BENEFIT SERVICE CORPO	5,076.89CR	POSTED	A	7/31/2024

## CHECK:

1000-001.000	7/03/2024	CHECK	056899	JESSICA GREENLEE	100.00CR	POSTED	A	7/10/2024
1000-001.000	7/03/2024	CHECK	056900	BARRY ARBUCKLE	800.00CR	POSTED	A	7/09/2024
1000-001.000	7/03/2024	CHECK	056901	LARRY LINN	1,700.00CR	POSTED	A	7/16/2024
1000-001.000	7/03/2024	CHECK	056902	CITY OF WICHITA	4,312.00CR	POSTED	A	7/09/2024
1000-001.000	7/03/2024	CHECK	056903	KANSAS OFFICE OF THE TREASURER	5,330.00CR	POSTED	A	7/10/2024
1000-001.000	7/03/2024	CHECK	056904	BEALL & MITCHELL, LLC	1,850.00CR	POSTED	A	7/15/2024
1000-001.000	7/03/2024	CHECK	056905	KANSAS ONE-CALL SYSTEM, INC	264.00CR	POSTED	A	7/26/2024
1000-001.000	7/03/2024	CHECK	056906	SUMNERONE, INC.	234.55CR	POSTED	A	7/10/2024
1000-001.000	7/03/2024	CHECK	056907	RURAL WATER DISTRICT #2	17.54CR	POSTED	A	7/09/2024
1000-001.000	7/03/2024	CHECK	056908	CITY OF WICHITA	180,780.57CR	POSTED	A	7/09/2024
1000-001.000	7/03/2024	CHECK	056909	CHRISTOPHER MICHAEL LEE DAVIS,	125.00CR	POSTED	A	7/17/2024
1000-001.000	7/03/2024	CHECK	056910	JOY K. WILLIAMS, ATTORNEY AT L	1,350.00CR	POSTED	A	7/11/2024
1000-001.000	7/03/2024	CHECK	056911	ELITE FRANCHISING INC DBA JANI	1,841.40CR	POSTED	A	7/10/2024
1000-001.000	7/03/2024	CHECK	056912	KONICA MINOLTA BUSINESS SOLUTI	78.81CR	POSTED	A	7/10/2024
1000-001.000	7/03/2024	CHECK	056913	PINNACLE FIRE & AUTOMATION	544.00CR	POSTED	A	7/15/2024
1000-001.000	7/03/2024	CHECK	056914	IMAGINE IT, INC.	1,712.80CR	POSTED	A	7/10/2024
1000-001.000	7/03/2024	CHECK	056915	WICHITA BUSINESS JOURNAL	135.00CR	POSTED	A	7/10/2024
1000-001.000	7/03/2024	CHECK	056916	IRON HORSE DEVELOPMENT	349,588.27CR	POSTED	A	7/10/2024
1000-001.000	7/03/2024	CHECK	056917	MCCOWNGORDON CONSTRUCTION, LLC	1,275,906.47CR	POSTED	A	7/10/2024
1000-001.000	7/03/2024	CHECK	056918	BURNS & MCDONNELL/CAS CONSTRUC	207,572.00CR	POSTED	A	7/11/2024

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

CHECK DATE: 7/August 2024/City Council Agenda Page 65  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
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CHECK:

1000-001.000	7/03/2024	CHECK	056919	KANSAS MOBILE THRONE	150.00CR	POSTED	A	7/09/2024
1000-001.000	7/12/2024	CHECK	056920	CEARA HAY	304.50CR	POSTED	A	7/19/2024
1000-001.000	7/12/2024	CHECK	056921	GLEN DAVIDSON	304.50CR	POSTED	A	7/24/2024
1000-001.000	7/12/2024	CHECK	056922	DESIRAE WOMACK	30.99CR	POSTED	A	7/19/2024
1000-001.000	7/12/2024	CHECK	056923	KANSAS DEPT REVENUE	1,934.15CR	POSTED	A	7/30/2024
1000-001.000	7/12/2024	CHECK	056924	KANSAS OFFICE OF THE TREASURER	1,007.59CR	POSTED	A	7/16/2024
1000-001.000	7/12/2024	CHECK	056925	KDHE-BUREAU OF WATER	60.00CR	POSTED	A	7/26/2024
1000-001.000	7/12/2024	CHECK	056926	VALLEY PRINT LOGISTICS	75.00CR	POSTED	A	7/17/2024
1000-001.000	7/12/2024	CHECK	056927	ARK VALLEY NEWS	215.04CR	POSTED	A	7/16/2024
1000-001.000	7/12/2024	CHECK	056928	P E C (PROFESSIONAL ENGINEERIN	65,617.00CR	POSTED	A	7/16/2024
1000-001.000	7/12/2024	CHECK	056929	CITY OF WICHITA	30.60CR	POSTED	A	7/16/2024
1000-001.000	7/12/2024	CHECK	056930	CORE & MAIN	3,496.53CR	POSTED	A	7/19/2024
1000-001.000	7/12/2024	CHECK	056931	DRAGONFLY LAWN & TREE CARE LLC	2,449.50CR	POSTED	A	7/17/2024
1000-001.000	7/12/2024	CHECK	056932	GALLS, LLC	189.49CR	POSTED	A	7/18/2024
1000-001.000	7/12/2024	CHECK	056933	ROYAL PUBLISHING	195.00CR	POSTED	A	7/17/2024
1000-001.000	7/12/2024	CHECK	056934	DEPARTMENT OF THE TREASURY	421.82CR	POSTED	A	7/24/2024
1000-001.000	7/12/2024	CHECK	056935	GORDON CPA LLC	6,980.00CR	POSTED	A	7/16/2024
1000-001.000	7/12/2024	CHECK	056936	RED EQUIPMENT LLC.	4,943.06CR	POSTED	A	7/24/2024
1000-001.000	7/12/2024	CHECK	056937	FLEXIBLE BENEFIT SERVICE CORPO	211.00CR	POSTED	A	7/31/2024
1000-001.000	7/12/2024	CHECK	056938	EMC INSURANCE COMPANIES	879.00CR	POSTED	A	7/17/2024
1000-001.000	7/12/2024	CHECK	056939	FOSTER DESIGN ASSOCIATES LLC	4,619.81CR	POSTED	A	7/17/2024
1000-001.000	7/12/2024	CHECK	056940	WASTE CONNECTIONS OF KANSAS, I	70.00CR	POSTED	A	7/26/2024
1000-001.000	7/12/2024	CHECK	056941	CUT RATES LAWN CARE LLC	1,235.00CR	POSTED	A	7/18/2024
1000-001.000	7/12/2024	CHECK	056942	EASY ICE LLC	1,380.00CR	POSTED	A	7/18/2024
1000-001.000	7/12/2024	CHECK	056943	SHORT ELLIOT HENDRICKSON, INC.	4,907.59CR	POSTED	A	7/18/2024
1000-001.000	7/12/2024	CHECK	056944	MCCOWNGORDON CONSTRUCTION, LLC	1,593,291.84CR	POSTED	A	7/17/2024
1000-001.000	7/12/2024	CHECK	056945	OFFICE OF ACCOUNTS & REPORTS	300.00CR	POSTED	A	7/24/2024
1000-001.000	7/12/2024	CHECK	056946	ABCD TECH	56.25CR	POSTED	A	7/16/2024
1000-001.000	7/12/2024	CHECK	056947	AT&T MOBILITY-CC	325.25CR	POSTED	A	7/18/2024
1000-001.000	7/12/2024	CHECK	056948	LAMPTON WELDING SUPPLY CO., IN	14.50CR	POSTED	A	7/17/2024
1000-001.000	7/12/2024	CHECK	056949	ARC PHYSICAL THERAPY PLUS LP	35.00CR	POSTED	A	7/17/2024
1000-001.000	7/12/2024	CHECK	056950	IDEATEK TELECOM, LLC.	1,788.96CR	POSTED	A	7/31/2024
1000-001.000	7/12/2024	CHECK	056951	DONE RIGHT LAWN CARE LLC.	150.00CR	POSTED	A	7/26/2024
1000-001.000	7/19/2024	CHECK	056952	GAGE BROWN	200.00CR	OUTSTND	A	0/00/0000
1000-001.000	7/19/2024	CHECK	056953	VALLEY PRINT LOGISTICS	4,474.88CR	POSTED	A	7/24/2024
1000-001.000	7/19/2024	CHECK	056954	AT&T MOBILITY	866.04CR	POSTED	A	7/26/2024
1000-001.000	7/19/2024	CHECK	056955	INTERLINGUAL INTERPRETING SERV	63.76CR	POSTED	A	7/26/2024
1000-001.000	7/19/2024	CHECK	056956	P E C (PROFESSIONAL ENGINEERIN	4,350.00CR	POSTED	A	7/24/2024
1000-001.000	7/19/2024	CHECK	056957	SUMNERONE, INC.	205.35CR	POSTED	A	7/26/2024
1000-001.000	7/19/2024	CHECK	056958	SEDGWICK COUNTY TREASURER	683.71CR	POSTED	A	7/24/2024
1000-001.000	7/19/2024	CHECK	056959	SEDGWICK COUNTY	980.87CR	POSTED	A	7/24/2024
1000-001.000	7/19/2024	CHECK	056960	SHELLEY ELECTRIC	160.00CR	POSTED	A	7/26/2024
1000-001.000	7/19/2024	CHECK	056961	GALLS, LLC	117.39CR	POSTED	A	7/30/2024
1000-001.000	7/19/2024	CHECK	056962	UNITED INDUSTRIES INCORPORATED	5,866.15CR	POSTED	A	7/24/2024

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

CHECK DATE: 7/August 2024/City Council Agenda Page 66  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT---	STATUS	FOLIO	CLEAR DATE
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CHECK:

1000-001.000	7/19/2024	CHECK	056963	IMAGINE IT, INC.	8,088.22CR	POSTED	A	7/24/2024
1000-001.000	7/19/2024	CHECK	056964	WASTE CONNECTIONS OF KANSAS, I	45,941.01CR	POSTED	A	7/26/2024
1000-001.000	7/19/2024	CHECK	056965	THE TAP OF KANSAS	414.00CR	POSTED	A	7/24/2024
1000-001.000	7/19/2024	CHECK	056966	DONE RIGHT LAWN CARE LLC.	450.00CR	POSTED	A	7/24/2024
1000-001.000	7/19/2024	CHECK	056967	PARETO HEALTH	94.00CR	POSTED	A	7/26/2024
1000-001.000	7/26/2024	CHECK	056968	INTRUST CARD CENTER	6,632.05CR	POSTED	A	7/31/2024
1000-001.000	7/26/2024	CHECK	056969	LYNCH, JAMES	47.53CR	OUTSTND	A	0/00/0000
1000-001.000	7/26/2024	CHECK	056970	AFLAC	625.82CR	OUTSTND	A	0/00/0000
1000-001.000	7/26/2024	CHECK	056971	DELTA DENTAL OF KANSAS, INC.	3,155.26CR	CLEARED	A	8/05/2024
1000-001.000	7/26/2024	CHECK	056972	SURENCY LIFE AND HEALTH	798.53CR	OUTSTND	A	0/00/0000
1000-001.000	7/26/2024	CHECK	056973	WICHITA WINWATER WORKS CO.	781.60CR	POSTED	A	7/31/2024
1000-001.000	7/26/2024	CHECK	056974	KDHE-DIV OF H & E LABORATORIES	352.00CR	OUTSTND	A	0/00/0000
1000-001.000	7/26/2024	CHECK	056975	LKM - LEAGUE OF KANSAS MUNICIP	2,125.00CR	POSTED	A	7/31/2024
1000-001.000	7/26/2024	CHECK	056976	P E C (PROFESSIONAL ENGINEERIN	10,980.00CR	POSTED	A	7/30/2024
1000-001.000	7/26/2024	CHECK	056977	UNRUH EXCAVATING LLC	75,039.53CR	POSTED	A	7/31/2024
1000-001.000	7/26/2024	CHECK	056978	DRAGONFLY LAWN & TREE CARE LLC	2,903.50CR	POSTED	A	7/31/2024
1000-001.000	7/26/2024	CHECK	056979	SHELLEY ELECTRIC	10,000.00CR	POSTED	A	7/30/2024
1000-001.000	7/26/2024	CHECK	056980	MERIDIAN ANALYTICAL LABS, LLC	685.00CR	POSTED	A	7/31/2024
1000-001.000	7/26/2024	CHECK	056981	ELITE FRANCHISING INC DBA JANI	295.00CR	POSTED	A	7/31/2024
1000-001.000	7/26/2024	CHECK	056982	GADES SALES CO, INC.	100.00CR	OUTSTND	A	0/00/0000
1000-001.000	7/26/2024	CHECK	056983	GALLS, LLC	265.56CR	POSTED	A	7/31/2024
1000-001.000	7/26/2024	CHECK	056984	KANSASLAND TIRE	96.00CR	OUTSTND	A	0/00/0000
1000-001.000	7/26/2024	CHECK	056985	IMAGINE IT, INC.	1,400.00CR	POSTED	A	7/31/2024
1000-001.000	7/26/2024	CHECK	056986	PYE BARKER FIRE & SAFETY LLC	1,469.50CR	POSTED	A	7/31/2024
1000-001.000	7/26/2024	CHECK	056987	CUT RATES LAWN CARE LLC	1,235.00CR	OUTSTND	A	0/00/0000
1000-001.000	7/26/2024	CHECK	056988	FLEET FUELS LLC	1,170.08CR	POSTED	A	7/31/2024
1000-001.000	7/26/2024	CHECK	056989	SHORT ELLIOT HENDRICKSON, INC.	9,648.00CR	CLEARED	A	8/05/2024
1000-001.000	7/26/2024	CHECK	056990	SITEONE LANDSCAPE SUPPLY	1,341.15CR	CLEARED	A	8/05/2024
1000-001.000	7/26/2024	CHECK	056991	RED CARPET TROPHY	7.00CR	POSTED	A	7/30/2024
1000-001.000	7/26/2024	CHECK	056992	STACY SHAY	46.49CR	POSTED	A	7/30/2024
1000-001.000	7/26/2024	CHECK	056993	DESIRAE WOMACK	166.16CR	POSTED	A	7/30/2024

TOTALS FOR ACCOUNT 1000-001

CHECK	TOTAL:	3,936,232.52CR
DEPOSIT	TOTAL:	0.00
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	0.00
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	0.00
BANK-DRAFT	TOTAL:	327,147.37CR

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

CHECK DATE: 7/August/2024/City Council Agenda Page 6  
CLEAR DATE: 0/00/0000 THRU 99/99/9999  
STATEMENT: 0/00/0000 THRU 99/99/9999  
VOIDED DATE: 0/00/0000 THRU 99/99/9999  
AMOUNT: 0.00 THRU 999,999,999.99  
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
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TOTALS FOR POOLED CASH FUND	CHECK	TOTAL:	3,936,232.52CR
	DEPOSIT	TOTAL:	0.00
	INTEREST	TOTAL:	0.00
	MISCELLANEOUS	TOTAL:	0.00
	SERVICE CHARGE	TOTAL:	0.00
	EFT	TOTAL:	0.00
	BANK-DRAFT	TOTAL:	327,147.37CR

**CONSENT AGENDA**

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

CITY OF VALLEY CENTER  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JULY 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	1,550,405.89	0.00	212,466.11	87.95
INTERGOVERNMENTAL	800,000.00	140,722.79	0.00	488,512.41	0.00	311,487.59	61.06
LICENSES & PERMITS	783,386.00	130,784.94	0.00	662,706.96	0.00	120,679.04	84.60
CHARGES FOR SERVICES	6,000.00	0.00	0.00	55.00	0.00	5,945.00	0.92
FINES & FORFEITURES	162,000.00	10,938.93	0.00	66,574.94	0.00	95,425.06	41.10
USE OF MONEY & PROPERTY	40,000.00	7,780.29	0.00	71,345.05	0.00 (	31,345.05)	178.36
OTHER REVENUES	76,200.00	20,222.60	0.00	127,176.49	0.00 (	50,976.49)	166.90
MISCELLANEOUS	169,000.00	129.08	0.00	3,594.20	0.00	165,405.80	2.13
 TOTAL REVENUES	 3,799,458.00	 310,578.63	 0.00	 2,970,370.94	 0.00	 829,087.06	 78.18
<u>EXPENDITURE SUMMARY</u>							
<u>ADMINISTRATION</u>							
PERSONNEL SERV. & BENEF.	481,628.00	48,641.48	0.00	297,495.18	0.00	184,132.82	61.77
CONTRACTUAL SERVICES	221,980.00	231,043.26	0.00	170,247.95	6.00	51,726.05	76.70
COMMODITIES	11,000.00	372.41	0.00	3,662.09	0.00	7,337.91	33.29
CAPITAL OUTLAY	4,000.00	0.00	0.00	0.00	0.00	4,000.00	0.00
OTHER COSTS/MISC.	203,111.00	298.22	0.00	163,141.30	0.00	39,969.70	80.32
TOTAL ADMINISTRATION	921,719.00	280,355.37	0.00	634,546.52	6.00	287,166.48	68.84
 <u>LEGAL &amp; MUNICIPAL COURT</u>	 53,450.00	 4,393.06	 0.00	 29,113.37	 0.00	 24,336.63	 54.47
PERSONNEL SERV. & BENEF.	98,050.00	9,175.21	0.00	62,511.44	5.43	35,533.13	63.76
CONTRACTUAL SERVICES	1,200.00	0.00	0.00	318.89	0.00	881.11	26.57
COMMODITIES	0.00	0.00	0.00	48.51	0.00 (	48.51)	0.00
CAPITAL OUTLAY	26,000.00	0.00	0.00	5,302.96	0.00	20,697.04	20.40
OTHER COSTS/MISC.	178,700.00	13,568.27	0.00	97,295.17	5.43	81,399.40	54.45
 <u>COMMUNITY DEVELOPMENT</u>	 184,940.00	 10,900.51	 0.00	 114,437.35	 0.00	 70,502.65	 61.88
PERSONNEL SERV. & BENEF.	55,350.00	4,022.51	0.00	51,610.16	129.95	3,609.89	93.48
CONTRACTUAL SERVICES	3,300.00	257.15	0.00	1,969.47	0.00	1,330.53	59.68
COMMODITIES	1,950.00	0.00	0.00	1,073.91	0.00	876.09	55.07
CAPITAL OUTLAY	20,000.00	0.00	0.00	9,392.68	0.00	10,607.32	46.96
OTHER COSTS/MISC.	265,540.00	15,180.17	0.00	178,483.57	129.95	86,926.48	67.26
 <u>POLICE</u>	 1,208,674.00	 99,460.29	 0.00	 629,783.69	 0.00	 578,890.31	 52.11
PERSONNEL SERV. & BENEF.	185,800.00	6,258.53	0.00	122,335.12	53.95	63,410.93	65.87
CONTRACTUAL SERVICES	67,100.00	3,800.51	0.00	27,213.91	0.00	39,886.09	40.56
COMMODITIES	24,800.00	1,380.00	0.00	11,716.07	0.00	13,083.93	47.24
TOTAL POLICE	1,486,374.00	110,899.33	0.00	791,048.79	53.95	695,271.26	53.22

CITY OF VALLEY CENTER  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JULY 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
<b><u>FIRE</u></b>							
PERSONNEL SERV. & BENEF.	373,928.00	43,060.09	0.00	256,143.14	0.00	117,784.86	68.50
CONTRACTUAL SERVICES	103,550.00	4,108.39	0.00	60,213.90	15.80	43,320.30	58.16
COMMODITIES	12,700.00	833.96	0.00	6,606.83	0.00	6,093.17	52.02
CAPITAL OUTLAY	27,280.00	0.00	0.00	6,971.77	0.00	20,308.23	25.56
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>
<b>TOTAL FIRE</b>	<b>520,458.00</b>	<b>48,002.44</b>	<b>0.00</b>	<b>329,935.64</b>	<b>15.80</b>	<b>190,506.56</b>	<b>63.40</b>
<b><u>PARKS &amp; PUBLIC BLDGS</u></b>							
PERSONNEL SERV. & BENEF.	350,860.00	30,797.60	0.00	194,741.56	0.00	156,118.44	55.50
CONTRACTUAL SERVICES	211,783.00	15,921.91	0.00	138,907.32	19.99	72,855.69	65.60
COMMODITIES	60,500.00	7,770.34	0.00	50,653.94	1,063.88	8,782.18	85.48
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>2,461.00</u>	<u>0.00</u>	<u>8,408.50</u>	<u>0.00</u>	<u>( 1,408.50)</u>	<u>120.12</u>
<b>TOTAL PARKS &amp; PUBLIC BLDGS</b>	<b>633,643.00</b>	<b>56,950.85</b>	<b>0.00</b>	<b>393,767.44</b>	<b>1,083.87</b>	<b>238,791.69</b>	<b>62.31</b>
<b><u>ENVIRONMENTAL SERVICES</u></b>							
<b>TOTAL</b>							
<b><u>PUBLIC WKS STORAGE BLDG</u></b>							
<b>TOTAL</b>							
<b>TOTAL EXPENDITURES</b>	<b>4,006,434.00</b>	<b>524,956.43</b>	<b>0.00</b>	<b>2,425,077.13</b>	<b>1,295.00</b>	<b>1,580,061.87</b>	<b>60.56</b>
** REVENUE OVER(UNDER) EXPENDITURES * ( <u>206,976.00</u> ) ( <u>214,377.80</u> )			<u>0.00</u>	<u>545,293.81</u>	<u>( 1,295.00)</u>	<u>( 750,974.81)</u>	<u>262.83-</u>
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	( <u>206,976.00</u> ) ( <u>214,377.80</u> )		<u>0.00</u>	<u>545,293.81</u>	<u>( 1,295.00)</u>	<u>( 750,974.81)</u>	<u>262.83-</u>

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JULY 31ST, 2024

## 110-EMPLOYEE BENEFITS

## FINANCIAL SUMMARY

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

TAXES	1,010,528.00	0.00	0.00	892,299.71	0.00	118,228.29	88.30
INTERGOVERNMENTAL	95,000.00	13,277.78	0.00	98,104.18	0.00	(3,104.18)	103.27
USE OF MONEY & PROPERTY	0.00	1,809.67	0.00	20,450.48	0.00	(20,450.48)	0.00
OTHER REVENUES	48,000.00	0.00	0.00	12,233.17	0.00	35,766.83	25.49

TOTAL REVENUES 1,153,528.00 15,087.45 0.00 1,023,087.54 0.00 130,440.46 88.69

EXPENDITURE SUMMARY

#### NON-DEPARTMENTAL

PERSONNEL SERV. & BENEF.	1,354,650.00	112,583.16	0.00	878,052.14	0.00	476,597.86	64.82
CONTRACTUAL SERVICES	0.00	94.00	0.00	939.25	0.00	( 939.25)	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	3,948.05	0.00	( 3,948.05)	0.00
<b>TOTAL NON-DEPARTMENTAL</b>	<b>1,354,650.00</b>	<b>112,677.16</b>	<b>0.00</b>	<b>882,939.44</b>	<b>0.00</b>	<b>471,710.56</b>	<b>65.18</b>

## ADMINISTRATION

### TOTAL

TOTAL EXPENDITURES 1,354,650.00 112,677.16 0.00 882,939.44 0.00 471,710.56 65.18

\*\* REVENUE OVER(UNDER) EXPENDITURES \*( 201,122.00) ( 97,589.71) 0.00 140,148.10 0.00 ( 341,270.10) 69.68-

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REVENUE & OTHER SOURCES OVER/

(UNDER) EXPENDITURES & OTHER (USES) ( 201,122.00) ( 97,589.71) 0.00 140,148.10 0.00 ( 341,270.10) 69.68-

REVENUE & OTHER SOURCES OVER/

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

140-LIBRARY

## FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	337,221.00	0.00	0.00	298,446.86	0.00	38,774.14	88.50
TOTAL REVENUES	337,221.00	0.00	0.00	298,446.86	0.00	38,774.14	88.50
<u>EXPENDITURE SUMMARY</u>							
NON-DEPARTMENTAL							
OTHER COSTS/MISC.	345,000.00	0.00	0.00	298,446.86	0.00	46,553.14	86.51
TOTAL NON-DEPARTMENTAL	345,000.00	0.00	0.00	298,446.86	0.00	46,553.14	86.51
ADMINISTRATION							
TOTAL							
TOTAL EXPENDITURES	345,000.00	0.00	0.00	298,446.86	0.00	46,553.14	86.51
** REVENUE OVER(UNDER) EXPENDITURES * ( 7,779.00)	0.00	0.00	0.00	0.00	0.00	( 7,779.00)	0.00
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES) ( 7,779.00)	0.00	0.00	0.00	0.00	0.00	( 7,779.00)	0.00

CITY OF VALLEY CENTER  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JULY 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	194,020.36	0.00	679,664.51	0.00	415,335.49	62.07
LICENSES & PERMITS	0.00	0.00	0.00	25.00	0.00	(25.00)	0.00
USE OF MONEY & PROPERTY	0.00	1,113.65	0.00	16,146.56	0.00	(16,146.56)	0.00
OTHER REVENUES	0.00	15.24	0.00	361.24	0.00	(361.24)	0.00
 TOTAL REVENUES	 1,095,000.00	 195,149.25	 0.00	 696,197.31	 0.00	 398,802.69	 63.58
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	481,340.00	27,874.04	0.00	204,255.28	0.00	277,084.72	42.43
CONTRACTUAL SERVICES	73,780.00	8,607.27	0.00	65,550.52	19.98	8,209.50	88.87
COMMODITIES	66,800.00	2,896.40	0.00	35,950.80	1,355.96	29,493.24	55.85
CAPITAL OUTLAY	522,000.00	0.00	0.00	515,828.93	0.00	6,171.07	98.82
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	 39,377.71	 0.00	 821,585.53	 1,375.94	 356,958.53	 69.75
 TOTAL EXPENDITURES	 1,179,920.00	 39,377.71	 0.00	 821,585.53	 1,375.94	 356,958.53	 69.75
** REVENUE OVER(UNDER) EXPENDITURES * ( <u>84,920.00</u> ) <u>155,771.54</u> <u>0.00</u> ( <u>125,388.22</u> ) ( <u>1,375.94</u> ) <u>41,844.16</u> <u>149.27</u>							
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES) ( <u>84,920.00</u> ) <u>155,771.54</u> <u>0.00</u> ( <u>125,388.22</u> ) ( <u>1,375.94</u> ) <u>41,844.16</u> <u>149.27</u>							

CITY OF VALLEY CENTER  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JULY 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	66,359.44	0.00	8,735.56	88.37
FINES & FORFEITURES	5,000.00	780.00	0.00	3,983.29	0.00	1,016.71	79.67
USE OF MONEY & PROPERTY	0.00	387.36	0.00	4,220.75	0.00	( 4,220.75)	0.00
 TOTAL REVENUES	 80,095.00	 1,167.36	 0.00	 74,563.48	 0.00	 5,531.52	 93.09
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
CAPITAL OUTLAY	23,896.00	0.00	0.00	57,403.81	268.03	( 33,775.84)	241.35
OTHER COSTS/MISC.	48,000.00	0.00	0.00	0.00	0.00	48,000.00	0.00
TOTAL NON-DEPARTMENTAL	71,896.00	0.00	0.00	57,403.81	268.03	14,224.16	80.22
 ADMINISTRATION	 TOTAL	 	 	 	 	 	 
 TOTAL EXPENDITURES	 71,896.00	 0.00	 0.00	 57,403.81	 268.03	 14,224.16	 80.22
** REVENUE OVER(UNDER) EXPENDITURES ** <u>8,199.00</u> <u>1,167.36</u> <u>0.00</u> <u>17,159.67</u> <u>( 268.03)</u> <u>( 8,692.64)</u> <u>206.02</u>							
<u>REVENUE &amp; OTHER SOURCES OVER/</u>							
(UNDER) EXPENDITURES & OTHER (USES)	8,199.00	1,167.36	0.00	17,159.67	( 268.03)	( 8,692.64)	206.02

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JULY 31ST, 2024

410-BOND & INTEREST

## FINANCIAL SUMMARY

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

## REVENUE SUMMARY

TAXES	1,101,993.00	0.00	0.00	972,040.28	0.00	129,952.72	88.21
USE OF MONEY & PROPERTY	5,000.00	4,823.78	0.00	43,759.03	0.00	( 38,759.03)	875.18
OTHER REVENUES	414,221.00	0.00	0.00	413,062.29	0.00	1,158.71	99.72
MISC TRANSFERS	732,550.00	0.00	0.00	0.00	0.00	732,550.00	0.00

TOTAL REVENUES 2,253,764.00 4,823.78 0.00 1,428,861.60 0.00 824,902.40 63.40

### EXPENDITURE SUMMARY

#### NON-DEPARTMENTAL

DEBT SERVICE	2,287,000.00	0.00	0.00	852,421.63	0.00	1,434,578.37	37.27
TOTAL NON-DEPARTMENTAL	2,287,000.00	0.00	0.00	852,421.63	0.00	1,434,578.37	37.27

## ADMINISTRATION

### TOTAL

TOTAL EXPENDITURES 2,287,000.00 0.00 0.00 852,421.63 0.00 1,434,578.37 37.27

\*\* REVENUE OVER(UNDER) EXPENDITURES \* ( 33,236.00 ) 4,823.78 0.00 576,439.97 0.00 ( 609,675.97 ) 1,734.38 -

#### REVENUE & OTHER SOURCES OVER/

(UNDER) EXPENDITURES & OTHER USES (33,236.00) 4,823.78 0.00 576,439.97 0.00 (609,675.97) 1,734.38-

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

610-WATER OPERATING  
FINANCIAL SUMMARY

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

REVENUE SUMMARY

CHARGES FOR SERVICES	2,156,646.00	252,285.22	0.00	1,325,247.60	0.00	831,398.40	61.45
USE OF MONEY & PROPERTY	20,000.00	10,071.23	0.00	77,631.36	0.00	( 57,631.36)	388.16
OTHER REVENUES	0.00	271.64	0.00	271.64	0.00	( 271.64)	0.00
MISCELLANEOUS	45,000.00	2,461.03	0.00	18,024.46	0.00	26,975.54	40.05
 TOTAL REVENUES	 2,221,646.00	 265,089.12	 0.00	 1,421,175.06	 0.00	 800,470.94	 63.97

EXPENDITURE SUMMARYNON-DEPARTMENTAL

PERSONNEL SERV. & BENEF.	448,751.00	20,784.98	0.00	152,863.75	0.00	295,887.25	34.06
CONTRACTUAL SERVICES	1,120,870.00	192,643.61	0.00	511,929.08	0.00	608,940.92	45.67
COMMODITIES	41,450.00	1,442.14	0.00	15,563.17	0.00	25,886.83	37.55
CAPITAL OUTLAY	150,000.00	4,278.13	0.00	72,793.38	0.00	77,206.62	48.53
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	 219,148.86	 0.00	 753,149.38	 0.00	 1,550,921.62	 32.69

TOTAL EXPENDITURES	2,304,071.00	219,148.86	0.00	753,149.38	0.00	1,550,921.62	32.69
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\*\* REVENUE OVER(UNDER) EXPENDITURES \* ( 82,425.00 ) 45,940.26 0.00 668,025.68 0.00 ( 750,450.68 ) 810.46-

REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	( <u>82,425.00</u> )	45,940.26	0.00	668,025.68	0.00	( <u>750,450.68</u> )	810.46-
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REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JULY 31ST, 2024

## 612-STORMWATER UTILITY FUND

## FINANCIAL SUMMARY

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

### REVENUE SUMMARY

USE OF MONEY & PROPERTY	0.00	1,367.84	0.00	8,095.07	0.00	(8,095.07)	0.00
OTHER REVENUES	325,000.00	27,633.51	0.00	193,237.51	0.00	131,762.49	59.46

TOTAL REVENUES 325,000.00 29,001.35 0.00 201,332.58 0.00 123,667.42 61.95

EXPENDITURE SUMMARY

NON-DEPARTMENTAL							
CONTRACTUAL SERVICES	36,400.00	704.54	0.00	10,989.51	0.00	25,410.49	30.19
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.	193,000.00	0.00	0.00	0.00	0.00	193,000.00	0.00
TOTAL NON-DEPARTMENTAL	359,200.00	704.54	0.00	11,699.46	0.00	347,500.54	3.26

## ADMINISTRATION

TOTAL

TOTAL EXPENDITURES 359,200.00 704.54 0.00 11,688.46 0.00 347,500.54 3.26

\*\* REVENUE OVER (UNDER) EXPENDITURES \*( 34,200.00) 28,296.81 0.00 189,633.12 0.00 ( 223,833.12) 554,48-

(UNDER) EXPENDITURES & OTHER (USES) ( 34,200.00) 28,296.81 0.00 189,633.12 0.00 ( 223,833.12) 554.48-

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

620-SEWER OPERATING  
FINANCIAL SUMMARY

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

CHARGES FOR SERVICES	1,410,219.00	123,174.17	0.00	845,595.96	0.00	564,623.04	59.96
USE OF MONEY & PROPERTY	12,000.00	5,011.41	0.00	42,017.11	0.00	( 30,017.11)	350.14
OTHER REVENUES	0.00	15.24	0.00	65.24	0.00	( 65.24)	0.00

TOTAL REVENUES	1,422,219.00	128,200.82	0.00	887,678.31	0.00	534,540.69	62.42
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EXPENDITURE SUMMARYNON-DEPARTMENTAL

PERSONNEL SERV. & BENEF.	374,487.00	16,455.91	0.00	144,000.73	0.00	230,486.27	38.45
CONTRACTUAL SERVICES	457,860.00	14,744.68	0.00	195,731.77	84.00	262,044.23	42.77
COMMODITIES	24,800.00	585.64	0.00	13,352.91	0.00	11,447.09	53.84
CAPITAL OUTLAY	140,000.00	0.00	0.00	7,646.84	0.00	132,353.16	5.46
OTHER COSTS/MISC.	534,550.00	0.00	0.00	104,323.57	0.00	430,226.43	19.52
TOTAL NON-DEPARTMENTAL	1,531,697.00	31,786.23	0.00	465,055.82	84.00	1,066,557.18	30.37

TOTAL EXPENDITURES	1,531,697.00	31,786.23	0.00	465,055.82	84.00	1,066,557.18	30.37
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\*\* REVENUE OVER(UNDER) EXPENDITURES \*( 109,478.00) 96,414.59 0.00 422,622.49 ( 84.00) ( 532,016.49) 385.96-

REVENUE & OTHER SOURCES OVER/

(UNDER) EXPENDITURES & OTHER (USES) ( 109,478.00) 96,414.59 0.00 422,622.49 ( 84.00) ( 532,016.49) 385.96-

## **STAFF REPORTS**

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

## **GOVERNING BODY REPORTS**

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

**ADJOURN**