



## **CITY COUNCIL AGENDA**

**September 17, 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 – September 3, 2024
- 7. PRESENTATIONS / PROCLAMATIONS p 12**
- 8. PUBLIC FORUM (*Citizen input and requests*) p 12**
- 9. APPOINTMENTS p 12**
- 10. OLD BUSINESS p 13**
  - A. Ordinance 1412-24; Loan Agreement from KDHE-Water Treatment Plant p 13
- 11. NEW BUSINESS p 18**
  - A. Resolution 761-24 G.O. Temporary Notes, Series 2024-1 p 18
  - B. Acceptance of Mies Construction Bid for overlot grading and erosion control – Harvest Place p 55
  - C. Approval of Agreement with Mies Construction- Harvest Place p 67
  - D. Approval of Agreement with SEH – Harvest Place p 76
  - E. Resolution 762-24 – Trails End Drainage Petition p 89
  - F. Resolution 763-24 – Trails End Paving Petition p 96
  - G. Resolution 764-24 – Trails End Water Petition p 103
  - H. Approval of Engineer Agreement with SEH – Trails End p 103
  - I. Traffic Study for Seneca Street - PEC p 117
  - J. Approval of Agreement with Sedgwick County regarding Ballot Drop Box p 130
  - K. Request for Ordinance 17.06-01 Waiver p 134
  - L. Approval of Request for Proposal (RFP) for Audit Services p 137
  - M. Finance Review – Revenue and Expense Report p 147
  - N. Council Discussion – Valley Center Cemetery p 160
- 12. CONSENT AGENDA p 175**
  - A. Appropriation Ordinance – September 17, 2024 p 176

- B. Treasurer's Report – August 2024 p 184
- C. Check Reconciliation – August 2024 p 186
- D. Planning and Zoning Board Minutes – August 27, 2024 p 191

**13. STAFF REPORTS p 195**

**14. GOVERNING BODY REPORTS p 196**

**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 September 3, 2024, regular City Council Meeting as prepared by the City Clerk.

REGULAR COUNCIL MEETING  
September 3, 2024  
CITY HALL  
121 S. MERIDIAN

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

Members Absent:       None

Staff Present:       Lloyd Newman, Public Safety Director  
                          Neal Owings, Parks and Public Building Director  
                          Rodney Eggleston, Public Works Director  
                          Kyle Fiedler, Community Development Director  
                          Clint Miller, Finance Director  
                          Barry Arbuckle, City Attorney  
                          Gage Scheer, City Engineer  
                          Kristi Carrithers, City Clerk/HR Director  
                          Brent Clark, City Administrator

Press present:       Ark Valley News

**APPROVAL OF AGENDA**

Anderson made a motion to approve the agenda as presented. Bass seconded the motion. Vote: Aye Unanimous Motion carried.

**ADMINISTRATION AGENDA –**

**AUGUST 20, 2024, CITY COUNCIL MINUTES-**

Wilson moved to approve the minutes of the August 20, 2024, City Council meeting as presented, seconded by Colbert. Vote Aye: Unanimous Motion Carried.

**PRESENTATIONS/PROCLAMATIONS –**

**PUBLIC FORUM –**

Tammy Miller, 701 Dover, addressed Council regarding Ordinance and rules surrounding the Valley Center Cemetery. Miller also stated that she felt the agenda for the Tuesday City Council meeting should be available by 8:00am of the preceding Wednesday or by 8:00am Thursday at the latest.

**APPOINTMENTS –**

**OLD BUSINESS –**

**A. ORDINANCE 1409-24: UPOC**

Public Safety Director Newman presented Ordinance 1409-24 for 2nd reading. This adopts the 2024 Uniform Public Offense Code, 40<sup>th</sup> Edition.

Stamm moved to adopt Ordinance 1409-24, amending Chapter 9.01 of the Valley Center Municipal Code and amendments thereto, for 2<sup>nd</sup> reading. Motion seconded by Evans. Vote: Aye Unanimous Motion carried.

**B. ORDINANCE 1410-24: STO**

Public Safety Director Newman presented Ordinance 1410-24 adopting the 2024 Standard Traffic Ordinance for 2<sup>nd</sup> reading.

Bass moved 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 second reading. Motion seconded by Anderson. Vote: Aye Unanimous Motion carried.

**C. ORDINANCE 1411-24: UTILITY AND GOLF CARTS**

Public Safety Director Newman presented Ordinance 1411-24 regarding the use of Utility Vehicles, Micro trucks and golf carts within the city limits. He stated that pending counsel opinion regarding sidewalks that language has been removed from the Ordinance. Passengers are limited by factory installed seats.

Colbert moved to approve 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 City of Valley Center. For 2<sup>nd</sup> reading. Motion seconded by Wilson. Vote Yea: Unanimous. Motion carried.

**NEW BUSINESS-****A. PUBLIC HEARING REGARDING THE 2025 VALLEY CENTER PROPOSED PROPERTY TAX LEVY IN EXCESS OF THE REVENUE NEUTRAL RATE AND ADOPTION OF RESOLUTION 758-24:**

City Treasurer Womack presented information regarding the Revenue Neutral Rate and the steps in the budget process. Womack explained that the mil will remain the same, however, due to increased property values, the City would see an increase of \$342,119.00 over 2024. These funds are only used for General Funds, Employee benefits, Bond & Interest, Library and Emergency Equipment. Womack stated the only thing changed from when this was presented earlier is removal of TIF funds

Mayor Truman opened the public hearing regarding the proposed tax levy in excess of the revenue neutral rate at 7:16pm. No public comments. Mayor Truman closed the public hearing at 7:16pm.

Anderson moved to approve Resolution 758-24 to levy a property tax rate exceeding the revenue neutral rate. The motion was seconded by Bass. Roll Call Vote yea: Colbert, Wilson, Bass, Anderson, Gregory, Kerstetter, Evans and Stamm. Opposed: none. Motion carried.

**B. PUBLIC HEARING REGARDING THE 2025 VALLEY CENTER BUDGET AND ADOPTION OF THE 2025 BUDGET:**

Finance Director Miller reported the city has been notified of receipt of AA- rating from S & P. This rating showed the city has very strong reserves with good policies and procedures. Miller presented information regarding financial overview for all departments moving forward. He recommended council approve the 2025 budget as presented with the recommendation of 54.856 mils.

Mayor Truman opened the public hearing regarding the 2025 budget at 7:33pm. Mike Miller, 701 Dover, addressed Council with his frustrations with the budget process. He raised his concerns regarding any cuts previously presented only were made to the parks department. He also had different comparisons to surrounding cities in how Valley Center taxes compare. Mayor Truman closed the public hearing at 7:38pm.

Kerstetter stated that he preferred the budget mil levy be 54.575 which was presented on July 2, 2024. Finance Director Miller noted that mil levy comparisons to other cities can change dramatically due to fire departments or other funds being included. Anderson agreed that comparisons should compare apples to apples, not pick and choose which mil levy to choose. Wilson stated that as a Council they work with budgets throughout the process. Great consideration was given to this budget and feels this budget is workable.

Stamm moved to approve the 2025 budget as presented. Motion seconded by Evans. Vote yea: Colbert, Wilson, Bass, Anderson, Gregory, Evans and Stamm. Opposed: Kerstetter. Motion carried.

C. VALLEY CENTER CHAMBER MAIN STREET CLOSURE REQUEST:

Allison Clubb, Chamber Director requested the closure of section of Main Street and other surrounding Streets. She also asked that public fishing at McLaughlin Park be prohibited beginning September 18 until the fall fest fishing derby is held.

Kerstetter moved to approval of requested downtown street closures for the Fall Fest in addition to prohibit fishing at McLaughlin Park prior to Fall Fest. Motion seconded by Anderson. Vote Yea: unanimous. Motion carried.

D. RESOLUTION 759-24: RIO BELLA PAVING AUTHORITY:

Dominique Eck, Gilmore and Bell presented petition for paving improvements and Resolution 759-24 to authorize the construction and financing of paving improvements located in the Rio Bella subdivision. This subdivision is located west of river, south of Ford Street. Eric Glover, Graver, stated that the farmhouse located in here, is for sale. Easements will remain until developed. Mayor Truman again stated that he is not a fan of ditches for drainage. Glover stated that the cost of flumes is prohibitive, but drainage studies show there is a 1% drainage flow. Gregory questioned sentence in the petition refer to no notice or hearing. Clark stated that no notice or hearing is needed since it is the landowners requesting the improvements. Anderson moved to adopt Resolution 759-24, authorizing construction and financing paving improvements to the Rio Bella Subdivision. Seconded by Bass. Vote yea: Colbert, Wilson, Bass, Anderson, Gregory, Evans and Stamm. Opposed: Kerstetter. Motion carried

E. RESOLUTION 760-24: AMEND RES. 757-24 TEMP NOTES 2024-1

Dominique Eck, Gilmore and Bell presented Resolution 760-24. This resolution amends Resolution 757-24 which authorized the offering for sale of General Obligation Temporary Notes, Series 2024-1. The paving improvements included in Resolution 759-24 for Rio Bella will now be included.

Bass moved to approve Resolution 760-24 authorizing the amendment of Resolution 757-24; sale of General Obligation Temporary Notes, Series 2024-1 to include Rio Bella paving improvements. Motion seconded by Stamm. Vote yea: Colbert, Wilson, Bass, Anderson, Gregory, Evans and Stamm. Opposed: Kerstetter. Motion carried.

F. ORDINANCE 1412-24: LOAN AGREEMENT FROM KDHE-WATER TREATMENT PLANT

Finance Director Miller presented Ordinance 1412-24. This 30-year contract with KDHE will be a Buy American, Build American loan with an estimated principal forgiveness of \$1,500,000.00. The rate will be 2.78%, with city maintaining a level A credit rating. He distributed the full agreement to Council but gave details regarding the repayment schedule.

Evans moved to approve Ordinance 1412-24 authorizing loan agreement with KDHE for water treatment plant for 1<sup>st</sup> reading. Motion seconded by Kerstetter. Vote Yea: unanimous. Motion carried.

G. VALLEY CENTER ELEMENTARY SCHOOL PROPOSAL

City Administrator Clark presented proposal for USD 262 Elementary School. The school district is the largest employer in Valley Center with a rich history and partnership with the city. The proposal includes 18 acres located along Tanner Trail and Seneca St. without any specials. He stated this location is adjacent to many neighborhoods and all utilities are located onsite and are shovel ready.

Wilson moved to approve proposal for USD 262 Elementary School, seconded by Stamm. Vote Yea: Colbert, Wilson, Bass, Anderson, Gregory, Evans and Stamm. Opposed: Kerstetter. Motion carried.

H. APPROVAL OF AGREEMENT WITH SEDGWICK COUNTY FOR TREECYCLE PROGRAM

Parks and Public Buildings Director Ownings requested approval of agreement with Sedgwick County for the Treecycle program. This five-year agreement provides for the site access, set-up, maintenance and grinding of Christmas Tree recycling. Site location will continue to be at Veteran's Park, 337 S. Meridian Ave.

Kerstetter moved to approve agreement with Sedgwick County for the Treecycle program and authorize Mayor or City Administrator to sign. Motion seconded by Evans. Vote Yea: Unanimous. Motion carried.

#### **CONSENT AGENDA**

- A. APPROPRIATION ORDINANCE – SEPTEMBER 3, 2024
- B. ECONOMIC DEVELOPMENT BOARD MINUTES – AUGUST 7, 2024
- C. LIONS PARK SPECIAL USE REQUEST- LIFEPOINT CHURCH-KIDSFEST – SEPTEMBER 21, 2024
- D. VALLEY CENTER CEMETERY SPECIAL USE REQUEST – DAR – DECEMBER 14, 2024
- E. DELINQUENT ACCOUNT REPORT – JUNE 2024

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

#### **STAFF REPORTS**

##### PARKS AND PUBLIC BUILDINGS DIRECTOR OWINGS

His department will begin contacting property owners along North Meridian regarding the planting of trees. Colbert inquired about low spots along North Meridian that seems to hold water. Eggleston stood to address that concern that concrete will be ground down for better drainage, or repoured if necessary. Eggleston stated that school zone issues should be fixed next week. There is no timeline for banners and lights.

##### PUBLIC WORKS DIRECTOR EGGLESTON

Worked continues on the south Meridian project. Approximately ½ of the east side of Meridian was poured and new concrete will be poured again tonight.

##### COMMUNITY DEVELOPMENT DIRECTOR FIEDLER

The farmer's market will be held this Thursday evening. There will be a Comprehensive Plan Steering Committee meeting on September 12.

##### CITY CLERK/HR DIRECTOR CARRITHERS

Stated that she is at a conference next week, so there will be an earlier deadline for the agenda.

##### CITY ADMINISTRATOR CLARK

Blood Drive Challenge between Park City and Valley Center has been scheduled for September 30<sup>th</sup>. He urged everyone to schedule a time to give blood and win the challenge.

#### **GOVERNING BODY REPORTS-**

##### MAYOR TRUMAN

Urges everyone to sign up for the Blood Drive Challenge with Park City.

##### COUNCILMEMBER GREGORY

There will be a Sedgwick County Association of Cities meeting on September 14<sup>th</sup>.

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

**ADJOURN -**

**The meeting adjourned at 8:37 PM.**

---

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

**ADMINISTRATION AGENDA**

**RECOMMENDED ACTION**

**A. MINUTES:**

**RECOMMENDED ACTION:**

**Staff recommends motion to approve the minutes of the September 3, 2024, Regular Council Meeting as presented/ amended.**

**PRESENTATIONS / PROCLAMATIONS**

**PUBLIC FORUM**

**APPOINTMENTS**



**OLD BUSINESS**

**A. ORDINANCE 1412-24; LOAN AGREEMENT FROM KDHE-WATER TREATMENT PLANT:**

Finance Director Miller will request approval of Ordinance 1412-24 for 2nd reading. This is a loan agreement from KDHE for the water treatment plant.

- Ordinance 1412-24

**ORDINANCE NO. 1409-24**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE CITY OF VALLEY CENTER, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS PUBLIC WATER SUPPLY LOAN FUND FOR THE PURPOSE OF FINANCING A PUBLIC WATER SUPPLY PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.**

**WHEREAS**, the Safe Drinking Water Act Amendments of 1996 [PL 104-182] to the Safe Drinking Water Act (the "Federal Act") established the Drinking Water Loan Fund to assist public water supply systems in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

**WHEREAS**, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

**WHEREAS**, by passage of the Kansas Public Water Supply Loan Act, K.S.A. 65-163d et seq., as amended (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Public Water Supply Loan Fund (the "Revolving Fund") for purposes of the Federal Act; and

**WHEREAS**, under the Loan Act, the Secretary of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

**WHEREAS**, the Kansas Development Finance Authority (the "Authority") and KDHE have entered into a Master Indenture (the "Master Indenture") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public water supply projects (the "Projects") and to pledge the Loan Repayments ( as defined in the Master Indenture) received pursuant to such Loan Agreements to the Authority; and

**WHEREAS**, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

**WHEREAS**, the City of Valley Center, Kansas (the "Municipality") is a municipality as said term is defined in the Loan Act which operates a water system (the "System"); and

**WHEREAS**, the System is a Public Water Supply System, as said term is defined in the Loan Act; and

**WHEREAS**, the Municipality has, pursuant to the Loan Act, submitted an application to KDHE to obtain a loan from the Revolving Fund to finance the costs of improvements to its System consisting of the following:

Construction of a new water treatment plant and associated transmission mains. (the "Project"); and

**WHEREAS**, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-15-50 through 28-15-65 (the "Regulations") applicable thereto necessary to qualify for the loan; and

**WHEREAS**, KDHE has informed the Municipality that it has been approved for a loan in amount not to exceed \$19,000,000.00 (the "Loan") in order to finance the Project; and

**WHEREAS**, the governing body of the Municipality hereby finds and determines that it is necessary and desirable to accept the Loan and to enter into a loan agreement and certain other documents relating thereto, and to take certain actions required in order to implement the Loan Agreement.

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

**Section 1. Authorization of Loan Agreement.** The Municipality is hereby authorized to accept the Loan and to enter into a certain Loan Agreement, with an effective date of August 16, 2024, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the "Loan Agreement") to finance the Project Costs (as defined in the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as may be approved by the Mayor and the Municipality's legal counsel, the Mayor's execution of the Loan Agreement being conclusive evidence of such approval.

**Section 2, Establishment of Dedicated Source of Revenue for Repayment of Loan,** Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues ( as defined in the Loan Agreement) sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, ( c) pay all other amounts due at any time under the Loan Agreement, and ( d) pay the principal of and interest on Additional Revenue Obligations (as defined in the Loan Agreement) as and when the same become due; provided, however, the pledge of the System Revenues contained herein and in the Loan Agreement (i) shall be subject to reasonable expenses of operation and maintenance of the System, and (ii) shall be junior and subordinate in all respects to the pledge of System Revenues to any Additional Revenue Obligations. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement. In accordance with the Loan Act, the obligations under the Loan and the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

**Section 3, Further Authority.** The Mayor, Clerk and other City officials and legal counsel are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 4. Governing Law.** The Ordinance and the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

**Section 5, Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

**PASSED by the governing body of the City on this 17<sup>th</sup> day of September, 2024 and signed by the Mayor.**

First Reading: September 3, 2024

Second Reading September 17, 2024

(seal)

---

James E. Truman, Mayor

ATTEST:

---

Kristi Carrithers, City Clerk

**OLD BUSINESS**

**RECOMMENDED ACTION**

**A. ORDINANCE 1412-24; LOAN AGREEMENT FROM KDHE-WATER  
TREATMENT PLANT**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommends approval of Ordinance 1412-24, entering into loan agreement with KDHE for water treatment plant for 2<sup>nd</sup> reading.**

**NEW BUSINESS**

**A. RESOLUTION 761-24; G.O. TEMPORARY NOTES, SERIES 2024-1:**

Clayton Kelley, Piper Sandler will present bids received September 10, 2024, for GO Temp notes, series 2024-1 dated October 10 2024 in the amount of \$19,945,000.00. Resolution 761-24 will authorize and direct the issuance, sale and delivery of General Obligation Temporary Notes, Series 2024-1.

- Bid Tabulation
- Resolution 761-24

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

**\$19,140,000 CITY OF VALLEY CENTER, KANSAS**  
**GENERAL OBLIGATION TEMPORARY NOTES**

Dated: October 10, 2024  
 Series 2024-1

Sale Date: September 10, 2024  
 10:00 A.M., Central Time  
 Max Interest Rate: 6.722%

**BIDDERS**

Bid Award*	Bidder Name	TIC
<input type="checkbox"/>	<a href="#"><u>Robert W. Baird &amp; Co., Inc.</u></a>	3.509691
<input type="checkbox"/>	<a href="#"><u>Loop Capital Markets, LLC</u></a>	3.935912
<input type="checkbox"/>	<a href="#"><u>Oppenheimer &amp; Co., Inc.</u></a>	4.198704

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

Upcoming Calendar Overview Result Excel Print

Robert W. Baird & Co., Inc. - Milwaukee, WI's Bid



**Valley Center**  
**\$19,945,000 General Obligation Temporary Notes, Series 2024-1**

For the aggregate principal amount of \$19,945,000.00, we will pay you \$19,945,822.06, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price	Bond Insurance
06/01/2026	4,845M	6.5000	2.7500	102.384	
12/01/2027	15,100M	3.0000	3.0000	100.000	


Total Interest Cost: \$1,840,176.88  
Premium: \$922.06  
Net Interest Cost: \$1,839,254.82  
TIC: 3.509681  
Total Insurance Premium: \$0.00  
Time Last Bid Received On: 09/10/2024 8:38:32 CDST

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

Bidder: Robert W. Baird & Co., Inc., Milwaukee, WI  
Contact: Peter Anderson  
Title:  
Telephone: 414-766-7331  
Fax:

\* Please Note Revised and Final Pricing Schedule  
Attached

Issuer Name: City of Valley Center Company Name: \_\_\_\_\_

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

Date: 9-10-24 Date: \_\_\_\_\_

© 1991-2023 Iqree, All rights reserved. Trademarks



Upcoming Calendar Overview Result Excel Print

Robert W. Baird & Co., Inc. - Milwaukee, WI's Bid



**Valley Center**  
**\$19,945,000 General Obligation Temporary Notes, Series 2024-1**

For the aggregate principal amount of \$19,945,000.00, we will pay you \$19,945,922.06, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price	Bond Insurance
06/01/2026	4,845M	6.5000	2.7500	102.364	
12/01/2027	15,100M	3.0000	3.0000	100.000	

Total Interest Cost: \$1,540,175.88  
Premium: \$922.06  
Net Interest Cost: \$1,939,254.82  
TIC: 3.509691  
Total Insurance Premium: \$0.00  
Time Last Bid Received On: 09/10/2024 8:38:32 CDT

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

Bidder: Robert W. Baird & Co., Inc., Milwaukee, WI  
Contact: Peter And ~~Charles~~ Charles Galarza  
Title:  
Telephone: 414-765-7331  
Fax:

\* Please Note Revised and Final Pricing Schedule Attached

Issuer Name: City of Valley Center

Company Name: Robert W. Baird Co. Inc.

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

Accepted By:

Charles Galarza

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

Date:

9.10.24 \_\_\_\_\_

© 1991-2023 Ipro, All rights reserved, Trademarks

Sep 10, 2024 11:18 am Prepared by Piper Sandler &amp; Co.

## BOND PRICING

City of Valley Center, Kansas  
 General Obligation Temporary Notes  
 Series 2024-1  
 -FINAL-

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Serial Bond:									
	06/01/2026	4,835,000	4.500%	2.730%	102.164 C	4.977%	06/01/2025	100.000	114,299.40
	12/01/2027	14,305,000	3.000%	3.000%	100.000				
		19,140,000							114,299.40

Dated Date	10/10/2024
Delivery Date	10/10/2024
First Coupon	06/01/2025
Par Amount	19,140,000.00
Premium	114,299.40
Production	19,254,299.40
Underwriter's Discount	-109,028.34
Purchase Price	19,145,271.26
Accrued Interest	
Net Proceeds	19,145,271.26

Issuer Name: City of Valley Center Company Name: \_\_\_\_\_

Accepted By: [Signature] Accepted By: \_\_\_\_\_

Date: 9-10-24 Date: \_\_\_\_\_

PIPER | SANDLER

Sep 10, 2024 11:18 am Prepared by Piper Sandler &amp; Co.

## BOND PRICING

City of Valley Center, Kansas  
 General Obligation Temporary Notes  
 Series 2024-1  
 -FINAL-

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Serial Bond:	06/01/2026	4,835,000	6.500%	2.750%	102.364 C	4.977%	06/01/2025	100.000	114,299.40
	12/01/2027	14,305,000	3.000%	3.000%	100.000				
		19,140,000							114,299.40

Dated Date	10/10/2024	
Delivery Date	10/10/2024	
First Coupon	06/01/2025	
Par Amount	19,140,000.00	
Premium	114,299.40	
Production	19,254,299.40	100.597176%
Underwriter's Discount	-109,028.14	-0.569635%
Purchase Price	19,145,271.26	100.027541%
Accrued Interest		
Net Proceeds	19,145,271.26	

Issuer Name: \_\_\_\_\_ Company Name: Robert W. Baird Co, Inc.

Accepted By: \_\_\_\_\_ Accepted By: Charles Galarza

Date: \_\_\_\_\_ Date: 9.10.24

PIPER | SANDLER

Gilmore & Bell, P.C.  
09/10/2024

---

**RESOLUTION NO. 761-24**

**OF**

**THE CITY OF VALLEY CENTER, KANSAS**

**ADOPTED**

**SEPTEMBER 17, 2024**

**GENERAL OBLIGATION TEMPORARY NOTES  
SERIES 2024-1**

---

## **RESOLUTION**

### **TABLE OF CONTENTS**

#### **ARTICLE I**

##### **DEFINITIONS**

Section 101. Definitions of Words and Terms.....	2
--	---

#### **ARTICLE II**

##### **AUTHORIZATION AND DETAILS OF THE NOTES**

Section 201. Authorization of the Notes.....	9
Section 202. Description of the Notes. ....	10
Section 203. Designation of Paying Agent and Note Registrar. ....	10
Section 204. Method and Place of Payment of the Notes. ....	10
Section 205. Payments Due on Saturdays, Sundays and Holidays. ....	11
Section 206. Registration, Transfer and Exchange of Notes.....	11
Section 207. Execution, Registration, Authentication and Delivery of Notes. ....	12
Section 208. Mutilated, Lost, Stolen or Destroyed Notes.....	13
Section 209. Cancellation and Destruction of Notes Upon Payment.....	13
Section 210. Book-Entry Notes; Securities Depository. ....	13
Section 211. Nonpresentment of Notes.....	14
Section 212. Preliminary and Final Official Statement. ....	15
Section 213. Sale of the Notes. ....	15

#### **ARTICLE III**

##### **REDEMPTION OF NOTES**

Section 301. Redemption by Issuer.....	15
Section 302. Selection of Notes to be Redeemed. ....	15
Section 303. Notice and Effect of Call for Redemption. ....	16

#### **ARTICLE IV**

##### **SECURITY FOR NOTES**

Section 401. Security for the Notes. ....	18
Section 402. Levy and Collection of Annual Tax.....	18

#### **ARTICLE V**

##### **ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF NOTE PROCEEDS**

Section 501. Creation of Funds and Accounts. ....	18
Section 502. Deposit of Note Proceeds.....	19
Section 503. Application of Moneys in the Improvement Fund. ....	19

Section 504.	Substitution of Improvements; Reallocation of Proceeds. ....	19
Section 505.	Application of Moneys in the Redemption Fund. ....	20
Section 506.	Application of Moneys in Debt Service Account. ....	20
Section 507.	Application of Moneys in the Rebate Fund. ....	20
Section 508.	Deposits and Investment of Moneys. ....	21
Section 509.	Application of Moneys in the Costs of Issuance Account. ....	21

## **ARTICLE VI**

### **DEFAULT AND REMEDIES**

Section 601.	Remedies. ....	21
Section 602.	Limitation on Rights of Owners. ....	22
Section 603.	Remedies Cumulative. ....	22

## **ARTICLE VII**

### **DEFEASANCE**

Section 701.	Defeasance. ....	22
--------------	------------------	----

## **ARTICLE VIII**

### **TAX COVENANTS**

Section 801.	General Covenants. ....	23
Section 802.	Survival of Covenants. ....	23

## **ARTICLE IX**

### **CONTINUING DISCLOSURE REQUIREMENTS**

Section 901.	Disclosure Requirements. ....	23
Section 902.	Failure to Comply with Continuing Disclosure Requirements. ....	23

## **ARTICLE X**

### **MISCELLANEOUS PROVISIONS**

Section 1001.	Annual Audit. ....	24
Section 1002.	Amendments. ....	24
Section 1003.	Notices, Consents and Other Instruments by Owners. ....	25
Section 1004.	Notices. ....	25
Section 1005.	Electronic Transactions. ....	26
Section 1006.	Further Authority. ....	26
Section 1007.	Severability. ....	26
Section 1008.	Governing Law. ....	26
Section 1009.	Effective Date. ....	26

<i>EXHIBIT A</i>	– FORM OF NOTES. ....	A-1
------------------	-----------------------	-----

**RESOLUTION NO. 761-24**

**A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2024-1, OF THE CITY OF VALLEY CENTER, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

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

**WHEREAS**, pursuant to the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Issuer has caused the following improvements (collectively the “Improvements”) to be made in the City, to-wit:

<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 – Overall 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>	450,000
Rio Bella Addition – Paving Improvements	759-24	12-6a01 <i>et seq.</i>	870,000
<b>Total:</b>			<b><u>\$19,320,000</u></b>

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

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

**WHEREAS**, the governing body of the Issuer is authorized by law to issue general obligation bonds to pay 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 pursuant to the Act; 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 governing body of the Issuer has advertised the sale of the Notes and awarded the sale of such Notes to the best bidder; and

**WHEREAS**, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Notes in the principal amount of \$19,140,000 to pay a portion of the costs of the Improvements, retire the Refunded Notes and pay costs of issuance.

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

## **ARTICLE I**

### **DEFINITIONS**

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

**"Act"** means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq.*, K.S.A. 12-6a01 *et seq.*, and K.S.A. 14-570 *et seq.*, as amended by Charter Ordinance No. 27-2009, all as amended and supplemented from time to time.

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

**"Beneficial Owner"** of the Notes includes any Owner of the Notes and any other Person who, directly or indirectly has the investment power with respect to any of the Notes.

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



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

**“Business Day”** means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

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

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

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

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

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

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

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

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

**“Dated Date”** means October 10, 2024.

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

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

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

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

- (a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or
- (b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:
  - (1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;
  - (2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;
  - (3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;
  - (4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;
  - (5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and
  - (6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**“Improvements”** means the improvements referred to in the preamble to this Note Resolution and any Substitute Improvements.

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

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

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

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

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

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

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

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

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

**“Note Registrar”** means the State Treasurer, and its successors and assigns.

**“Note Resolution”** means this resolution relating to the Notes.

**“Notes”** means the General Obligation Temporary Notes, Series 2024-1, authorized and issued by the Issuer pursuant to this Note Resolution.

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

(a) To the Issuer at:

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

(b) To the Paying Agent at:

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

(c) To the Purchaser:

Robert W. Baird & Co., Inc.  
777 E. Wisconsin Avenue, 25th Floor  
Milwaukee, Wisconsin 53202  
Fax: (414) 765-7099

(d) To the Rating Agency(ies):

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

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

**“Notice Representative”** means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Note Registrar and Paying Agent, the Director of Fiscal Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

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

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

- (a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Notes deemed to be paid in accordance with the provisions of *Article VII* hereof; and
- (c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

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

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

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

**“Permitted Investments”** shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located, which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing

ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

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

**“Purchase Price”** means the principal amount of the Notes plus accrued interest to the date of delivery, plus a premium of \$5,271.26.

**“Purchaser”** means Robert W. Baird & Co., Inc., Milwaukee, Wisconsin, the original purchaser of the Notes, and any successors and assigns.

**“Rating Agency”** means any company, agency or entity that provides financial ratings for the Notes.

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

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

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

**“Redemption Fund”** means the Redemption Fund for Refunded Notes created pursuant to *Section 501* hereof.

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

**“Refunded Notes”** means the Series 2022-1 Notes in the aggregate principal amount of \$4,490,000.

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

**“Refunded Notes Redemption Date”** means October 11, 2024.

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

**“Replacement Notes”** means Notes issued to the Beneficial Owners of the Notes in accordance with *Article II* hereof.

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE II

### AUTHORIZATION AND DETAILS OF THE NOTES

**Section 201. Authorization of the Notes.** There shall be issued and hereby are authorized and directed to be issued the General Obligation Temporary Notes, Series 2024-1, of the Issuer in the principal amount of \$19,140,000, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) retire the Refunded Notes; and (c) pay Costs of Issuance.

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

<u>Stated Maturity</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
06/01/2026	\$ 4,835,000	6.50%
12/01/2027	14,305,000	3.00%

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

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

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

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

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

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

The principal or Redemption Price of each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal office of the Paying Agent. The interest payable on each Note on any Interest Payment Date shall be paid to the Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to



the Note Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least 45 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

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

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

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

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

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

In all cases in which the privilege of transferring or exchanging Notes is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Note Resolution. The Issuer shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Notes provided for by this Note Resolution and the cost of printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners of the Notes. In the event any Owner fails to provide

a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Notes.

The Issuer and the Note Registrar shall not be required (a) to register the transfer or exchange of any Note that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Article III** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Note during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this **Article II**.

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

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

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

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

The Notes shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as **EXHIBIT A** hereof, which shall be manually executed by an authorized officer or employee of the Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall

be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Purchaser upon instructions of the Issuer or its representative.

**Section 208. Mutilated, Lost, Stolen or Destroyed Notes.** If (a) any mutilated Note is surrendered to the Note Registrar or the Note Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Issuer and the Note Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Note Registrar that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Note Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and of like tenor and principal amount.

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

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

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

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

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

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

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the

continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes; or

(b) if the Note Registrar receives written notice from Participants having interests in not less than 50% of the Notes Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes, then the Note Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Note Registrar shall register in the name of and authenticate and deliver Replacement Notes to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Note Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

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

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

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

**Section 212. Preliminary and Final Official Statement.** The Preliminary Official Statement relating to the Notes is hereby ratified and approved. For the purpose of enabling the Purchaser to comply with the requirements of Section (b)(1) of the SEC Rule, the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Section (b)(1) of the SEC Rule, and the Mayor or chief financial officer of the Issuer are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to 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 SEC Rule.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor or chief financial officer of the Issuer are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Notes is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

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

**Section 213. Sale of the Notes.** The sale of the Notes to the Purchaser and the execution of the official bid form are hereby ratified and confirmed. Delivery of the Notes shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Note Resolution), upon payment of the Purchase Price.

## ARTICLE III

### REDEMPTION OF NOTES

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

**Optional Redemption.** At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on June 1, 2025, and thereafter, as a whole or in part (selection of maturities and the amount of Notes of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

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

In the case of a partial redemption of Notes by lot when Notes of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each minimum Authorized Denomination of face value shall be treated as though it were a separate Note of the denomination of a minimum Authorized Denomination. If it is determined that one or

more, but not all, of a minimum Authorized Denomination of face value represented by any Note is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Note to the Note Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Note or Notes of the aggregate principal amount of the unredeemed portion of the principal amount of such Note. If the Owner of any such Note fails to present such Note to the Paying Agent for payment and exchange as aforesaid, such Note shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

**Section 303. Notice and Effect of Call for Redemption.** In the event the Issuer desires to call the Notes for redemption prior to maturity, written notice of such intent shall be provided to the Note Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Note Registrar shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Note Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Notes to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in this Section are met.

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

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

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

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

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

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

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

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Note Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

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

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

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

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

## ARTICLE IV

### SECURITY FOR NOTES

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

**Section 402. Levy and Collection of Annual Tax.** The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Notes as the same become due, if necessary, by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be deposited in the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Notes as and when the same become due, and the fees and expenses of the Paying Agent.

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

## ARTICLE V

### ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF NOTE PROCEEDS

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

- (a) Improvement Fund for General Obligation Temporary Notes, Series 2024-1.
- (b) Redemption Fund for Refunded Notes.
- (c) Debt Service Account for General Obligation Temporary Notes, Series 2024-1.
- (d) Rebate Fund for General Obligation Temporary Notes, Series 2024-1.
- (e) Costs of Issuance Account for General Obligation Temporary Notes, Series 2024-1.
- (f) Compliance Account.



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

**Section 502. Deposit of Note Proceeds.** The net proceeds received from the sale of the Notes shall be deposited simultaneously with the delivery of the Notes as follows:

(a) Excess proceeds, if any, received from the sale of the Notes shall be deposited in the Debt Service Account.

(b) An amount necessary to pay the Costs of Issuance shall be deposited in the Costs of Issuance Account.

(c) An amount necessary to refund the Refunded Notes shall be deposited in the Redemption Fund.

(d) The remaining balance of the proceeds derived from the sale of the Notes shall be deposited in the Improvement Fund.

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

Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer and only on duly authorized and executed warrants therefor accompanied by a certificate executed by the Consulting Engineer that such payment is being made for a purpose within the scope of this Note Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Clerk (or designate) stating that such payment is being made for a purpose within the scope of this Note Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

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

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

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

**Section 505. Application of Moneys in the Redemption Fund.** Moneys in the Redemption Fund shall be paid and transferred to the Refunded Notes Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Notes on the Refunded Notes Redemption Date. Any moneys remaining in the Redemption Fund not needed to retire the Refunded Notes shall be transferred to the Debt Service Account.

**Section 506. Application of Moneys in Debt Service Account.** All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Notes as and when the same become due and the usual and customary fees and expenses of the Note Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent, if other than the Issuer, in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Note Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Notes are no longer entitled to enforce payment of the Notes or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Note Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued shall be transferred and paid into the Bond and Interest Fund.

**Section 507. Application of Moneys in the Rebate Fund.**

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

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

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

**Section 508. Deposits and Investment of Moneys.** Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositaries shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

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

**Section 509. Application of Moneys in the Costs of Issuance Account.** Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 90 days after the issuance of the Notes, shall be transferred to the Improvement Fund until completion of the Improvements and thereafter to the Debt Service Account.

**Section 510. Application of Moneys in the Compliance Account.** Moneys in the Compliance Account shall be used by the Issuer to pay the to pay fees and expenses relating to compliance with federal arbitrage law and state or federal securities laws. Any funds remaining in the Compliance Account on the sixth anniversary of the Issue Date shall be transferred to the Debt Service Account.

## ARTICLE VI

### DEFAULT AND REMEDIES

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

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

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

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

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

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

## ARTICLE VII

### DEFEASANCE

**Section 701. Defeasance.** When any or all of the Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Note Registrar to give such notice of redemption in compliance with

**Article III.** Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.

## ARTICLE VIII

### TAX COVENANTS

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

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

## ARTICLE IX

### CONTINUING DISCLOSURE REQUIREMENTS

**Section 901. Disclosure Requirements.** The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

**Section 902. Failure to Comply with Continuing Disclosure Requirements.** In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section.

## ARTICLE X

### MISCELLANEOUS PROVISIONS

**Section 1001. Annual Audit.** Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

**Section 1002. Amendments.** The rights and duties of the Issuer and the Owners, and the terms and provisions of the Notes or of this Note Resolution, may be amended or modified at any time in any respect by resolution or ordinance of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

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

Any provision of the Notes or of this Note Resolution may, however, be amended or modified by resolution or ordinance duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Notes at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Note Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Notes among Improvements, to provide for Substitute Improvements, to conform this Note Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Notes or of this Note Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the governing body of the Issuer amending or supplementing the provisions of this Note Resolution and shall be deemed to be a part of this Note Resolution. A certified copy of every such amendatory or supplemental resolution or ordinance, if any, and a certified copy of this Note Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the

Owner of any Note or a prospective purchaser or owner of any Note authorized by this Note Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or ordinance or of this Note Resolution will be sent by the Clerk to any such Owner or prospective Owner.

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

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

**Section 1003. Notices, Consents and Other Instruments by Owners.** Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

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

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

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

**Section 1004. Notices.** Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Note Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

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

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

**Section 1005. Electronic Transactions.** The transactions described in this Note 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 1006. Further Authority.** The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Note Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 1007. Severability.** If any section or other part of this Note Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Note Resolution.

**Section 1008. Governing Law.** This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 1009. Effective Date.** This Note Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]



**ADOPTED** by the governing body of the Issuer on September 17, 2024.

(SEAL)

---

Mayor

ATTEST:

---

Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on September 17, 2024, as the same appears of record in my office.

DATED: September 17, 2024.

---

Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**NEW BUSINESS**

**RECOMMENDED ACTION**

**A. RESOLUTION 761-24; G.O. TEMPORARY NOTES, SERIES 2024-1:**

Should Council choose to proceed

**RECOMMENDED ACTION**

Staff recommends motion that the bid be accepted, and that the City's execution of the bid form be ratified and confirmed and Resolution 761-24 regarding G.O. Temporary Notes, series 2024-1 be adopted.

**NEW BUSINESS**

**B. ACCEPTANCE OF MIES PROPOSAL FOR OVERLOT GRADING AND  
EROSION CONTROL-HARVEST PLACE:**

A proposal from Mies was received for overlot grading and erosion control in Harvest Place sub-division.

- Mies Proposal

REVISED (8/28/2024)

DOCUMENT 00 41 00

BID FORM

Total Amount of Base Bid \$ 3,256,161.33Contractor's Name Mies Construction, IncStart Date : Pending Contracts & Materials

PROJECT IDENTIFICATION: Overlot Grading & Erosion Control – Harvest Place  
Valley Center, Kansas  
SEH No. VALCT 178669

BIDS TO BE OPENED: Friday, August 30<sup>th</sup> @ 10:30 a.m. CST

## TABLE OF ARTICLES

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

## ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to: Valley Center City Hall  
121 South Meridian  
Valley Center, Kansas 67147  
[jvasa@sehinc.com](mailto:jvasa@sehinc.com)  
[KCarrithers@valleycenterks.org](mailto:KCarrithers@valleycenterks.org)
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 – ATTACHMENTS TO THIS BID

- 2.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid Security.
  - B. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids.

## ARTICLE 3 – BASIS OF BID

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

UNIT PRICE BID					
Item No.	Item Description	Unit of Measure	Approximate Quantity	Unit Price	Amount
<b>GROUP A - DRAINAGE</b>					
1	MOBILIZATION	LUMP SUM	1.00	270205.00	270205.00
2	STAKING	LUMP SUM	1.00	6650.00	6650.00
3	TRAFFIC CONTROL	LUMP SUM	1.00	7250.00	7250.00
4	CLEARING & GRUBBING	LUMP SUM	1.00	8800.00	8800.00
5	TOPSOIL (ESTABLISHED QUANTITY)	CUBIC YDS	114,024.00	1.75	199542.00
6	EXCAVATION (ESTABLISHED QUANTITY)	CUBIC YDS	262,500.00	2.00	525000.00
7	COMPACTED FILL (ESTABLISHED QUANTITY)	CUBIC YDS	236,349.00	0.30	70904.70
8	CLEAN SAND PLACEMENT (2' THICK)	SQ YD	7,000.00	1.00	7000.00
9	GOLF COURSE GRADING EXCAVATION (ESTABLISHED QTY)	CUBIC YDS	9,445.00	2.25	21251.25
10	GOLF COURSE GRADING TOPSOIL (ESTABLISHED QTY)	CUBIC YDS	1,775.00	7.00	12425.00
11	REGRADE FARM ACCESS	EACH	1.00	1500.00	1500.00
12	BUILD CLAY POND LINER (18") – WITH 6" BENTONITE MIX	SQ YDS	105,185.00	5.20	546962.00
13	REMOVE CHAIN LINK FENCE	LIN FT	1,000.00	1.00	1000.00
14	REMOVE BOLLARDS	EACH	14.00	35.00	490.00
15	REMOVE CULVERT	LIN FT	30.00	30.00	900.00
16	CAP GAS PIPELINE	EACH	6.00	165.00	990.00
17	REMOVE GAS PIPELINE	LIN FT	2,840	2.25	6390.00
18	REMOVE PAVEMENT	SQ YD	83.00	13.00	1079.00
19	REMOVE GRAVEL SURFACING	SQ YD	273.00	3.00	819.00
20	REMOVE TREE	EACH	2.00	250.00	500.00
21	REMOVE SIDEWALK	SQ FT	600.00	1.00	600.00
22	CONSTRUCT 5" SIDEWALK	SQ FT	600.00	6.00	3600.00
23	CONSTRUCT 12" CMP CULVERT	LIN FT	180.00	96.00	17280.00
24	CONSTRUCT 15" RCP	LIN FT	136.00	103.00	14008.00
25	CONSTRUCT 18" HDPE PIPE	LIN FT	388.00	93.00	36084.00
26	CONSTRUCT 18" CMP CULVERT	LIN FT	124.00	124.00	15376.00
27	CONSTRUCT 21" CMP CULVERT	LIN FT	124.00	141.00	17484.00
28	CONSTRUCT 24" CMP CULVERT	LIN FT	110.00	156.00	17160.00
29	CONSTRUCT 24" ROUND EQUIVALENT RCP	LIN FT	258.00	200.00	51600.00
30	CONSTRUCT 36" RCP	LIN FT	484.00	257.00	124388.00



UNIT PRICE BID					
Item No.	Item Description	Unit of Measure	Approximate Quantity	Unit Price	Amount
31	CONSTRUCT 36" HDPE PIPE	LIN FT	648.00	208.00	134784.00
32	CONSTRUCT 36" ROUND EQUIVALENT RCP	LIN FT	302.00	340.00	102680.00
33	CONSTRUCT 24" ROUND EQUIVALENT RCP FES W/ TRASH RACK	EACH	4.00	3115.00	12460.00
34	CONSTRUCT 36" RCP FES	EACH	4.00	8075.00	32300.00
35	CONSTRUCT 36" ROUND EQUIVALENT RCP FES W/ TRASH RACK	EACH	1.00	4825.00	4825.00
36	15" MITERED END SECTION WITH CONCRETE ENCASMENT & BARS	EACH	2.00	4050.00	8100.00
37	18" MITERED END SECTION WITH CONCRETE ENCASMENT & BARS		2.00	4125.00	8250.00
38	36" DUAL MITERED END SECTION WITH CONCRETE ENCASMENT & BARS		2.00	7825.00	15650.00
39	36" TRIPLE MITERED END SECTION WITH CONCRETE ENCASMENT & BARS		2.00	15000.00	30000.00
40	TYPE I END SECTION, 12" CMP	EACH	4.00	525.00	2100.00
41	CONSTRUCT 5' DIA. PRECAST STORM SEWER MANHOLE	EACH	1.00	12485.00	12485.00
42	CONSTRUCT EQUALIZATION BOX - 4'X4' CONC. W/ GRATE	EACH	1.00	14415.00	14415.00
43	CONSTRUCT OUTLET STRUCTURE (5' X 5') - POND C	EACH	1.00	11600.00	11600.00
44	CONSTRUCT 4' DIA. ROUND OUTLET STRUCTURE WITH GRATE - POND E	EACH	1.00	7050.00	7050.00
45	CONSTRUCT 4' WIDE CONCRETE FLUME	LIN FT	1,240.00	15.00	18600.00
46	FLOWABLE FILL	CU YD	500.00	275.00	137500.00
47	BUILD GRAVEL SURFACING W/ 6" BASE (KDOT SA6 OR 7)	SQ YD	425.00	15.00	6375.00
48	BUILD 6" ROCK BASE	SQ YD	83.00	20.00	1660.00
49	BUILD 9" ASPHALT PAVEMENT	SQ YD	83.00	100.00	8300.00
50	WATER MAIN ADJUSTMENT (12")	EACH	2.00	20000.00	40000.00
51	DEWATERING	LUMP SUM	1.00	100.00	100.00
52	IRRIGATION REPLACEMENT	LUMP SUM	1.00	18650.00	18650.00
GROUP B - EROSION CONTROL					
53	EROSION CONTROL	LUMP SUM	1.00	38421.00	38421.00
54	BUILD SEDIMENTATION BASIN A	EACH	1.00	7000.00	7000.00
55	BUILD SEDIMENTATION BASIN B	EACH	1.00	1500.00	1500.00
56	BUILD SEDIMENTATION BASIN C	EACH	1.00	4500.00	4500.00
57	BUILD SEDIMENTATION BASIN D	EACH	1.00	3000.00	3000.00



UNIT PRICE BID					
Item No.	Item Description	Unit of Measure	Approximate Quantity	Unit Price	Amount
58	BUILD SEDIMENTATION BASIN E	EACH	1.00	4500.00	4500.00
59	BUILD SEDIMENTATION BASIN F	EACH	1.00	3000.00	3000.00
60	CONSTRUCT S75 EROSION CONTROL BLANKET – INCL. SEEDING	ACRE	4.46	10023.00	44702.58
61	RIP RAP POND EDGE (2' THICK) – D50 ROCK (6" TO 9" DIA.)	SQ YD	9,652.00	42.00	405384.00
62	RIP RAP (9" TO 18" DIA.)	TON	250.00	51.50	12875.00
63	RIP RAP OUTLET WEIR (6" TO 9" DIA.)	TON	50.00	95.00	4750.00
64	CONSTRUCT GROUTED RIP RAP CULVERT OUTLET (12" TO 24" DIA.)	TON	130.00	85.00	11050.00
65	PERMANENT SEEDING & MULCHING	ACRE	84.80	826.00	70044.80
66	TEMPORARY SEEDING & MULCHING	ACRE	15.20	608.00	9241.60
67	PERMANENT SEEDING & MULCHING (BERMUDA HOLLYWOOD YELLOW JACKET SEED)	ACRE	5.20	4052.00	21070.40
SUBTOTAL BASE BID				3,256,161.33	
ALTERNATE 1 - EMPORIA AVENUE GRADING					
68	MOBILIZATION	LUMP SUM	1.00	8000.00	8000.00
69	STAKING	LUMP SUM	1.00	1.00	1.00
70	TRAFFIC CONTROL	LUMP SUM	1.00	2800.00	2800.00
71	EROSION CONTROL	LUMP SUM	1.00	10610.00	10610.00
72	CLEARING & GRUBBING	LUMP SUM	1.00	14935.00	14935.00
73	PERMANENT SEEDING & MULCHING	ACRE	3.10	826.00	2560.60
74	REMOVE GRAVEL SURFACING	SQ YD	2,315.00	1.00	2315.00
75	REMOVE TREE	EACH	3.00	250.00	750.00
76	REMOVE WOOD FENCE	LIN FT	655.00	2.00	1310.00
77	REMOVE CULVERT	LIN FT	70.00	25.00	1750.00
78	TOPSOIL (ESTABLISHED QUANTITY)	CUBIC YDS	2,158.00	3.50	7553.00
79	EXCAVATION (ESTABLISHED QUANTITY)	CUBIC YDS	5,002.00	2.50	12505.00
80	COMPACTED FILL (ESTABLISHED QUANTITY)	CUBIC YDS	4,475.00	0.50	2237.50
81	BUILD GRAVEL SURFACING W/ 6" ROCK BASE	SQ YD	3,100.00	11.50	35650.00
82	BUILD RIP RAP SWALE	LIN FT	95.00	90.00	8550.00
SUBTOTAL ALTERNATE 1				111,527.10	
TOTAL BID (BASE + ALTERNATE 1)				3,367,688.43	

UNIT PRICE BID					
Item No.	Item Description	Unit of Measure	Approximate Quantity	Unit Price	Amount
<b>ALTERNATE BID ITEMS</b>					
60A	HYDROSEEDING	ACRE	4.46	5664.00	25261.44
12A	POND LINER (GEOSYNTHETIC, WITH 6" SAND TOPPING)	SQ YD	105,185.00	15.30	1,609,330.50
83	GEOFABRIC (UNDER SAND)	SQ YD	7,000.00	0.75	5250.00
84	CONCRETE 5" SIDEWALK, (GOLF CART PATH, 5' WIDE)	SQ FT	1000.00	10.00	10000.00

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

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

#### ARTICLE 4 – TIME OF COMPLETION

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

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

##### 5.01 Bid Acceptance Period

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

##### 5.02 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date
#1	8/23/2024
#2	8/28/2024

#### ARTICLE 6 – BIDDER'S REPRESENTATION AND CERTIFICATIONS

##### 6.01 Bidders Representations

- A. In submitting this Bid, Bidder represents that:
1. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents.
  2. Bidder has visited the site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.
  4. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or



subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

5. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, and (3) Bidder's safety precautions and programs.
6. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
8. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
9. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
10. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder certifies that:

A. The Bidder certifies the following:

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

## ARTICLE 7 – DEFINED TERMS

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

**ARTICLE 8 – BID SUBMITTAL**

8.01 The Bid submitted by:

If Bidder is:

**An Individual**

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

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

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

**A Partnership**

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

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

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

**A Joint Venture**

Name of Joint Venturer: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of first joint venture partner - attach evidence of authority to sign)*

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

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

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)


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

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

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

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

## A Corporation

Corporation Name: Mies Construction, IncState of Incorporation: KansasType (General Business, Professional, Service, Limited Liability): General BusinessBy:   
(Signature - attach evidence of authority to sign)Name (typed or printed): Jay JohnsonTitle: ManagerAttest:   
(Signature of Corporate Secretary)Date of Qualification to do business in Kansas is 3 / 28 / 1990  
(State Where Project is Located)

## Contact Information

Bidder's Business Address: 1919 SW Blvd Wichita, KS 67213Phone: 316-945-7227 Facsimile: 316-945-7799 E-mail: estimating@miesconstruction.comSubmitted on August 30, 20 24.State Contractor License No. 02299. (If applicable)

END OF DOCUMENT

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310

### Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Mies Construction, Inc.

1919 Southwest Blvd., Wichita, KS 67213

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

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

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

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

121 S. Meridian, Valley Center, KS 67147

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

Dollars (\$ 5% ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
Overlot Grading & Erosion Control - Harvest Place

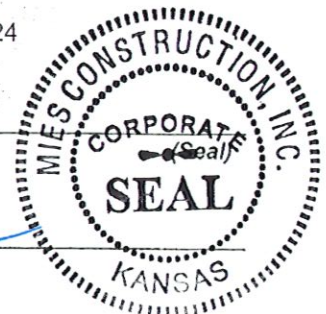
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful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

Signed and sealed this 30th day of August, 2024


  
(Witness)


Mies Construction, Inc.  
(Principal)

By:   
(Title)



Merchants Bonding Company (Mutual)  
(Surety) (Seal)

  
Clara Navarro (Witness)

By:   
(Title)  
Todd Alan Rambo, Attorney-in-fact



# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alycia Marie Hoebener; Clara R Navarro Abela; Desiree E Westmoreland; Myriah A Anderson; Timothy Smith; Todd Alan Rambo

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.



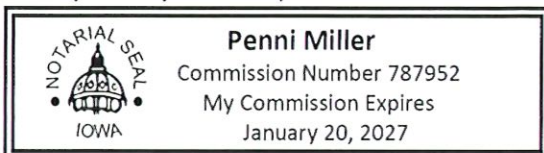
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 3rd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

*[Signature]*  
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of August, 2024.



*William Warner Jr.*  
Secretary

**NEW BUSINESS**

**RECOMMENDED ACTION**

**B. ACCEPTANCE OF MIES PROPOSAL FOR OVERLOT GRADING AND  
EROSION CONTROL-HARVEST PLACE:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends Council accept bid and alternate 1 for overlots grading and erosion control for Harvest Place from Mies in the amount of \$ \$3,367,688.43.**

**NEW BUSINESS**

**C. APPROVAL OF AGREEMENT WITH MIES-HARVEST PLACE:**

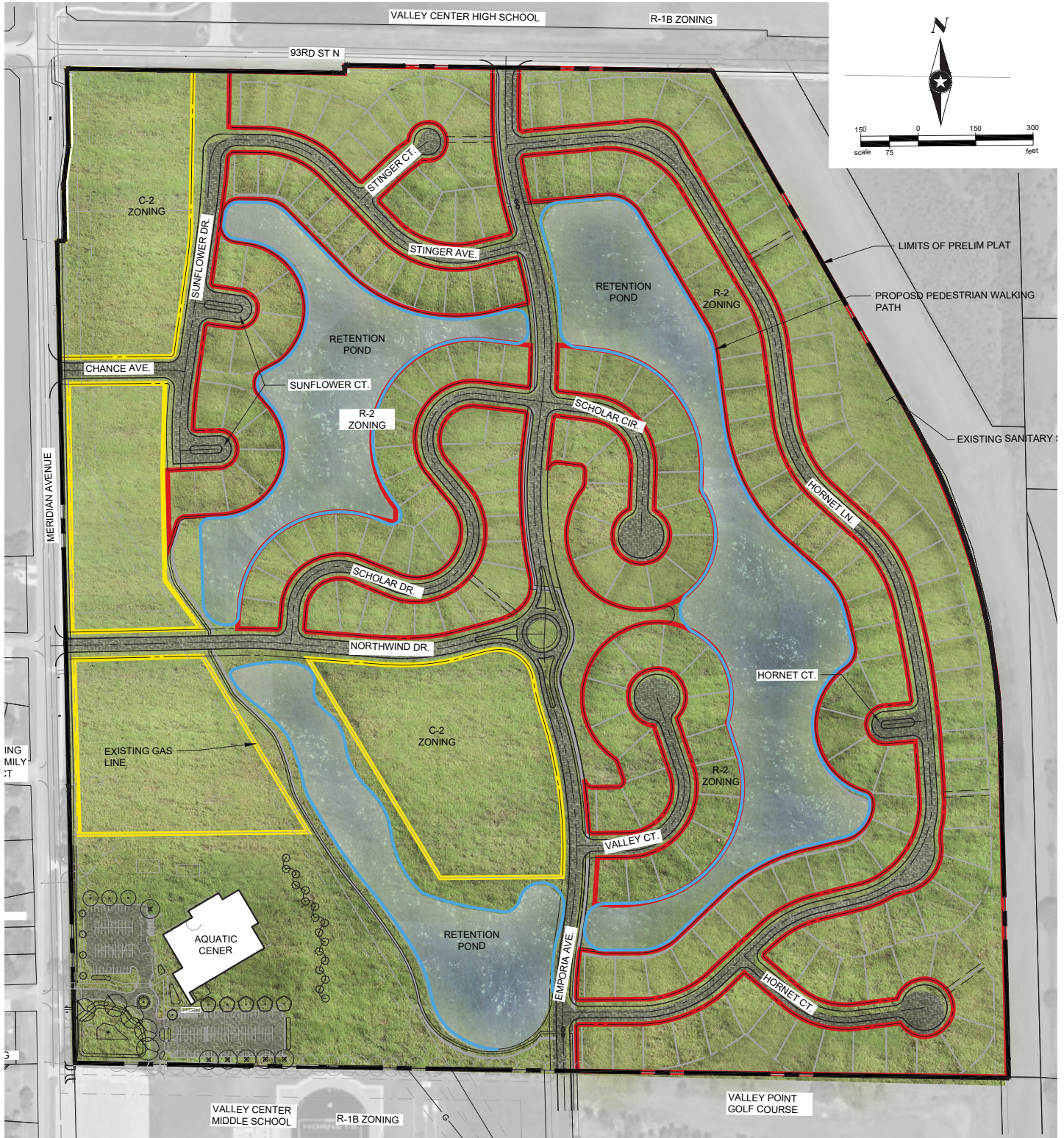
Agreement with Mies will be presented for the grading and erosion control of Harvest Place

- Agreement for Harvest Place



# Harvest Place

## Site Plan Valley Center, Kansas



- Residential Zone
- Commercial Zone
- Retention Pond



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

**THIS AGREEMENT** is by and between the CITY OF VALLEY CENTER, KS

(Owner) and MIES CONSTRUCTION (Contractor).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

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

Overlot Grading & Erosion Control – Harvest Place  
Valley Center, Kansas  
VALCT 178669

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:  
Mass grading of 160 Acres of a mixed use development with drainage basin and erosion control, and final stabilization items.

**ARTICLE 3 – ENGINEER**

- 3.01 The Project has been designed by Short Elliott Hendrickson Inc. (SEH®).
- 3.02 The Owner has retained SEH (Engineer) to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*

- A. The Work will be substantially completed on or before June 1, 2025, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before July 1, 2025.

4.03 *Liquidated Damages*

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

1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### 4.04 *Special Damages*

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

### **ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
  - A. For all Work, at the prices stated in Contractor's Bid attached hereto as Document 00 41 00, in the amount of: \$3,377,688.43 including Group A, B, Alternate I, and Alternate Bid item #84.

### **ARTICLE 6 – PAYMENT PROCEDURES**

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

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

#### 6.02 *Progress Payments; Retainage*

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

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

#### 6.03 *Final Payment*

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

#### 6.04 *Interest*

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

### **ARTICLE 7 – CONTRACT DOCUMENTS**

#### 7.01 *Contents*

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

**ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS****8.01 Contractor's Representations**

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

**8.02 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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

## ARTICLE 9 – MISCELLANEOUS

### 9.01 *Terms*

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

### 9.02 *Assignment of Contract*

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

### 9.03 *Successors and Assigns*

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

### 9.04 *Severability*

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

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

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

OWNER:

CITY OF VALLEY CENTER, KS

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

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

[CORPORATE SEAL]

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

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

Address for Giving Notices:

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

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

Designated Representative:

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

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

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

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

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

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

CONTRACTOR:

MIES CONSTRUCTION, INC.

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

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

[CORPORATE SEAL]

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

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

Address for Giving Notices:

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

License No. \_\_\_\_\_  
(Where Applicable)

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

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

Designated Representative:

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

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

Address \_\_\_\_\_

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

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

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

END OF DOCUMENT

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

**C. APPROVAL OF AGREEMENT WITH MIES-HARVEST PLACE**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**City staff recommends approval of agreement with Mies for improvements in Harvest Place in the amount of \$3,367,688.43 and authorize Mayor or City Administrator to sign.**

**NEW BUSINESS**

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

Samantha Ghareeb, SEH will present for approval agreement for professional service for Harvest Place Development. Services will include Construction Administration, On-Site Resident Project Representative and Material Testing.

- Agreement with SEH for Harvest Place



## Agreement for Professional Services

This Agreement is effective as of September 9, 2024, between City of Valley Center (Client) and Short Elliott Hendrickson Inc. (Consultant).

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

**Client's Authorized Representative:** Brent Clark  
**Address:** 121 S. Meridian, PO Box 188, Valley Center, Kansas 67147, United States  
**Telephone:** 308.870.2150 **email:** bclark@valleycenterks.org

**Project Manager:** Samantha Ghareeb  
**Address:** 15750 West Dodge Road, Suite 304, Omaha, Nebraska 68118  
**Telephone:** 402.830.5855 **email:** sghareeb@sehinc.com

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

**Project Description:** The project area is an approximate 130 acre parcel at the southeast corner of 93<sup>rd</sup> & Meridian Ave. in the City of Valley Center, Kansas. The proposed Mixed Use development will be served with sanitary sewer, water main, and street paving in the City of Valley Center. The project will include services through both the Mass Grading bid package and the Phase I improvements at Harvest Place.

### Scope of Work:

#### **Task 1: Construction Administration**

- Attend one pre-construction meeting for each bid package & project to include Client, Contractor and Geotechnical Consultant.
- Attend progress meetings as necessary.
- Review samples, schedules, shop drawings, the results of tests and inspections, and other data which the Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents.
- Consult with and advise the Client, act as the Client's representative at the Project site, issue all instructions of the Client to the Contractor, and prepare routine change orders as required.
- Review the Contractor's application for payment (assume 13 total), determine the amount owing the Contractor, and make recommendations to the Client regarding the payment thereof.
- Provide bi-weekly updates of construction progress to client.
- Provide Contractor with a list of outstanding items to be completed at the 90% stage of grading.
- Conduct one site visit to determine if the Project is substantially complete. Such site visits may include representatives from the Client. If the Contractor has fulfilled all of their obligations, Consultant may give written notice to the Client that the work is acceptable for final payment.

#### **Task 2: On-Site Resident Project Representative**

- A Resident Project Representation (RPR) will make site visits to carry out the tasks listed in this agreement. The time on site can vary and may be dependent upon contractor performance, unknown

site conditions, agency coordination, testing coordination, among other factors. RPR services will be as described in attached Exhibit B.

- Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the Contractor(s), and to determine in general, if such work is proceeding in accordance with the Contract Documents.
- Coordinate material testing sub-consultant. Review test results, and promptly report any issues to the Contractor and Client. Take steps to help mitigate any failures in material testing.

### ***Task 3: Material Testing***

- Obtaining samples of fill material to perform Moisture-Density Relationship (Proctor) tests and Atterberg Limits.
- Providing a representative to perform in-place moisture and density tests for fill and backfill placed.
- Providing a representative to test structural, site, and slab-on-grade concrete. Field testing shall include slump, air content, and casting strength test specimens. Laboratory testing shall include strength testing of field cast specimens.
- Providing a representative to test Portland cement concrete and asphaltic concrete pavements. Field testing shall include slump, air content and casting strength test specimens (Portland cement concrete), and in-place density testing (asphaltic concrete). Laboratory testing shall include strength testing of field cast specimens (Portland cement concrete), and Marshall or gyratory properties and extraction/gradation (asphaltic concrete). If required, flexural strength beams will be cast and tested for Portland cement concrete.
- Providing Daily Observation Reports documenting the field activities and laboratory test results.
- Providing a Project Manager or Staff Engineer for consulting and report review/writing or other correspondence.
- Attending meetings on an as-needed basis during progress of construction.

### **Assumptions:**

The following assumptions were made in preparing this proposal:

- Full time on-site RPR is not anticipated. We are assuming that SEH will make site visits to observe progress, monitor general conformance with the plans, coordination with the Contractor, and coordination of construction staking and materials testing. Contract administration services have been budgeted assuming the construction contract duration for operations does not exceed 300 calendar days. Construction beyond the 300 calendar days duration may require and adjustment to this contract amount.
- Materials testing services will be completed by a subconsultant to this agreement with the Client. Additional testing will be paid for by the Contractor, unless specifically requested by the Client.

**Schedule:** Construction schedule will be developed by the Contractor and our services will follow their schedule.

### **Payment:**

#### ***Task 1: Construction Administration***

The total fee is Lump Sum and estimated to be \$110,600, including expenses and equipment.

#### ***Task 2: On Site Resident Project Representative***

The total fee is hourly and estimated to be \$203,700, including expenses and equipment.

#### ***Task 3: Material Testing***

The total fee is hourly and estimated to be \$54,000, including expenses and equipment.

<b>Task</b>	<b>Total</b>
Task 1: Construction Administration – Lump Sum	\$110,600
Task 2: On Site Resident Project Representative - Hourly	\$203,700
Task 3: Material Testing - Hourly	\$54,000
	<b>\$368,300</b>

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1 & A-2.

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

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

**Short Elliott Hendrickson Inc.**

**City of Valley Center**

By: \_\_\_\_\_  
Full Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Full Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A-1**  
**to Agreement for Professional Services**  
**Between City of Valley Center (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated September 9, 2024**

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

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

**A. Hourly Basis Option**

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

**B. Expenses**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

**C. Equipment Utilization**

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

**Exhibit A-2**  
**to Agreement for Professional Services**  
**Between City of Valley Center (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated September 9, 2024**

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

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

**A. Lump Sum Basis Option**

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

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

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

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

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

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

**Exhibit B**  
**to Agreement for Professional Services**  
**Between City of Valley Center (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated September 9, 2024**

**A Listing of the Duties, Responsibilities and**  
**Limitations of Authority of the Resident Project Representative**

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, specs, drawings, field orders, addenda, clarifications, interpretations, approved shop drawings and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

**A. General**

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Consultant and contractor keeping the Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.

**B. Duties and Responsibilities of RPR**

1. Schedules: Review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
  - (a) Serve as Consultant's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with contractor when contractor's operations affect Client's on-site operations.
  - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples\*:
  - (a) Record date of receipt of shop drawings and samples.
  - (b) Receive samples furnished at the site by contractor, and notify Consultant of availability of samples.
  - (c) Advise Consultant and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
  - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- (c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
  - (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Consultant.
  7. Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to Consultant. Transmit to contractor decisions as issued by Consultant.
  8. Records:
    - (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
    - (b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
    - (c) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.
  9. Reports:
    - (a) Furnish Consultant periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
    - (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
    - (c) Draft proposed change orders and Work, obtaining backup material from contractor and recommend to Consultant change orders, and field orders.
    - (d) Report immediately to Consultant and Client upon the occurrence of any accident.
  10. Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
  11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
  12. Completion:
    - (a) Before Consultant issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.
    - (b) Conduct final inspection in the company of Consultant, Client, and contractor and prepare a final list of items to be completed or corrected.
    - (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.



**C. Limitations of Authority**

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept shop drawing or sample submittals from anyone other than contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

## General Conditions of the Agreement for Professional Services

### SECTION I – SERVICES OF CONSULTANT

#### A. General

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

#### B. Schedule

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

#### C. Additional Services

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

#### D. Suspension and Termination

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

### SECTION II – CLIENT RESPONSIBILITIES

#### A. General

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

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

### SECTION III – PAYMENTS

#### A. Invoices

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

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

#### SECTION IV – GENERAL CONSIDERATIONS

##### A. Standards of Performance

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

##### B. Indemnity for Environmental Issues

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

##### C. Limitations on Liability

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

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

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

##### D. Assignment

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

##### E. Dispute Resolution

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

#### SECTION V – INTELLECTUAL PROPERTY

##### A. Proprietary Information

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

##### B. Client Use of Instruments of Service

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

##### C. Reuse of Documents

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

**NEW BUSINESS**

**RECOMMENDED ACTION**

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

Should Council choose to proceed

**RECOMMENDED ACTION**

**City staff recommends approval of agreement with SEH for professional services in Harvest Place in the amount of \$368,300.00 and authorize Mayor or City Administrator to sign.**

**NEW BUSINESS**

**E. RESOLUTION 762-24: TRAILS END DRAINAGE PETITION:**

A petition requesting drainage improvements for Trails End will be presented. Resolution 762-24 authorizes and provides for the construction and financing of these drainage improvements.

- Drainage petition for Trails End
- Resolution 762-24

**DRAINAGE PETITION**  
**(TRAILS END – PHASE I)**

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

Dear Council Members:

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

Lots 1-46, Block A; Lots 1-26, Block B; Lots 1-33, Block C; Lots 1-41, Block D; Lots 1-7, Block E; all in Trails End, an Addition to Valley Center, Sedgwick County, Kansas.

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

- (a) That there be constructed drainage improvements to serve the Improvement District (the “Improvements”), to be constructed with plans and specifications to be furnished by the undersigned to the City Engineer of the City of Valley Center, Kansas.
- (b) That the estimated and probable cost of the Improvements are nine- hundred and fifty thousand dollars (\$950,000). Said estimated cost is hereby increased at the pro rata of 1 percent per month from and after September 17, 2024.
- (c) The extent of the improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Lots 1-46, Block A; Lots 1-26, Block B; Lots 1-33, Block C; Lots 1-41, Block D; Lots 1-7, Block E; all in Trails End, an Addition to Valley Center, Sedgwick County, Kansas.

- (d) That the method of assessment shall be:
  - 33% of this assessment cost will be spread evenly on Lots 1-46, Block A; Lots 1-26, Block B; Lots 1-33, Block C; Lots 1-41, Block D (146 lots).
  - 67% of this assessment cost will be spread evenly on Lots 1-7, Block E (7 lots).

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

- (e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 69% to be assessed against the Improvement District and 31% to be paid by the City-at-large.

If this Improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this Improvement under the authority of this petition, any costs that the City of Valley Center incurs shall be assessed to the property described above in accordance with the terms of the petition.

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

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

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

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

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

---

LEGAL DESCRIPTION

SIGNATURE

DATE

Lots 1-46, Block A; Lots 1-26, Block B; Lots 1-33, Block C; Lots 1-41, Block D; Lots 1-7, Block E; all in Trails End, an Addition to Valley Center, Sedgwick County, Kansas.

*Trails End Development, LLC*

*[Signature]*

*9/17/24*

*Tim Dushni  
Member*

Gilmore & Bell, P.C.  
09/09/2024

(Published in *The Ark Valley News* on September 26, 2024)

**RESOLUTION NO. 762-24**

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

---

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

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

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

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

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

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

(b) The estimated or probable cost of the proposed Improvements is: \$950,000; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

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

Lots 1-46, Block A, Lots 1-26; Block B; Lots 1-33, Block C; Lots 1-41, Block D; and Lots 1-7, Block E; all in Trails End, an Addition to Valley Center, Sedgwick County, Kansas.



(d) The method of assessment is as follows:

33% will be spread equally per lot on Lots 1-46, Block A; Lots 1-26, Block B; Lots 1-33, Block C; and Lots 1-41, Block D (146 lots).

67% will be spread equally per lot on Lots 1-7, Block E (7 lots).

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

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 69% to be assessed against the Improvement District and 31% to be paid by the City-at-large.

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the governing body of the City on September 17, 2024.

(SEAL)

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

Name: James E. Truman

Title: Mayor

ATTEST:

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

Name: Kristi Carrithers

Title: City Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on September 17, 2024, as the same appears of record in my office.

DATED: September 17, 2024.

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

Name: Kristi Carrithers

Title: City Clerk

**NEW BUSINESS**

**RECOMMENDED ACTION**

**E. RESOLUTION 762-24: TRAILS END DRAINAGE PETITION:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion to approve Resolution 762-24 authorizing construction and financing drainage improvements to the Trails End subdivision.**

**NEW BUSINESS**

**F. RESOLUTION 763-24: TRAILS END PAVING PETITION:**

A petition requesting paving improvements for Trails End will be presented. Resolution 763-24 authorizes and provides for the construction and financing of these paving improvements.

- Paving petition for Trails End
- Resolution 763-24

**PAVING PETITION**  
**(TRAILS END – PHASE I)**

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

Dear Council Members:

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

Lots 1-46, Block A; Lots 1-26, Block B; Lots 1-33, Block C; Lots 1-41, Block D; Lots 1-7, Block E; all in Trails End, an Addition to Valley Center, Sedgwick County, Kansas.

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

- (a) That there be constructed paving improvements to serve the Improvement District (the “Improvements”), to be constructed with plans and specifications to be furnished by the undersigned to the City Engineer of the City of Valley Center, Kansas.
- (b) That the estimated and probable cost of the Improvement are one million and five-hundred thousand dollars (\$1,500,000). Said estimated cost is hereby increased at the pro rata of 1 percent per month from and after September 17, 2024.
- (c) The extent of the improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Lots 1-46, Block A; Lots 1-26, Block B; Lots 1-33, Block C; Lots 1-41, Block D; Lots 1-7, Block E; all in Trails End, an Addition to Valley Center, Sedgwick County, Kansas.

- (d) That the method of assessment shall be spread the following manner:  
47% of this assessment cost will be spread evenly on Lots 1-46, Block A; Lots 1-26, Block B; Lots 1-33, Block C; Lots 1-41, Block D (146 lots).  
53% of this assessment cost will be spread evenly on Lots 1-7, Block E (7 lots).

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

- (e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 49% to be assessed against the Improvement District and 51% to be paid by the City-at-large.

If this Improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this Improvement under the authority of this petition, any costs that the City of Valley Center incurs shall be assessed to the property described above in accordance with the terms of the petition.

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

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

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

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

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

---

LEGAL DESCRIPTION

SIGNATURE

DATE

Lots 1-46, Block A; Lots 1-26, Block B; Lots 1-33, Block C; Lots 1-41, Block D; Lots 1-7, Block E; all in Trails End, an Addition to Valley Center, Sedgwick County, Kansas.

*Trails End Development, LLC*

*[Signature]*  
*Tim Austin*  
*Member*

*9/17/24*

Gilmore & Bell, P.C.  
09/09/2024

(Published in *The Ark Valley News* on September 26, 2024)

**RESOLUTION NO. 763-24**

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

---

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

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

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

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

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

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

(b) The estimated or probable cost of the proposed Improvements is: \$1,500,000; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

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

Lots 1-46, Block A; Lots 1-26, Block B; Lots 1-33, Block C; Lots 1-41, Block D; and Lots 1-7, Block E; all in Trails End, an Addition to Valley Center, Sedgwick County, Kansas.

(d) The method of assessment is as follows:

47% will be spread equally per lot on Lots 1-46, Block A; Lots 1-26, Block B; Lots 1-33, Block C; and Lots 1-41, Block D (146 lots).

53% will be spread equally per lot on Lots 1-7, Block E (7 lots).

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

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 49% to be assessed against the Improvement District and 51% to be paid by the City-at-large.

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]



**ADOPTED** by the governing body of the City on September 17, 2024.

(SEAL)

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

ATTEST:

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

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on September 17, 2024, as the same appears of record in my office.

DATED: September 17, 2024.

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

**NEW BUSINESS**

**RECOMMENDED ACTION**

**F. RESOLUTION 763-24: TRAILS END PAVING PETITION:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion to approve Resolution 763-24 authorizing construction and financing paving improvements to the Trails End subdivision.**

**NEW BUSINESS**

**G. RESOLUTION 764-24: TRAILS END WATER PETITION:**

A petition requesting water improvements for Trails End will be presented. Resolution 764-24 authorizes and provides for the construction and financing of these water improvements.

- Water petition for Trails End
- Resolution 764-24

**WATER PETITION**  
**(TRAILS END – PHASE I)**

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

Dear Council Members:

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

Lots 1-46, Block A; Lots 1-26, Block B; Lots 1-33, Block C; Lots 1-41, Block D; Lots 1-7, Block E; all in Trails End, an Addition to Valley Center, Sedgwick County, Kansas.

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

- (a) That there be constructed water improvements to serve the Improvement District (the “Improvements”), to be constructed with plans and specifications to be furnished by the undersigned to the City Engineer of the City of Valley Center, Kansas.
- (b) That the estimated and probable cost of the Improvement are three- hundred and fifty thousand dollars (\$350,000). Said estimated cost is hereby increased at the pro rata of 1 percent per month from and after September 17, 2024.
- (c) The extent of the improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Lots 1-46, Block A; Lots 1-26, Block B; Lots 1-33, Block C; Lots 1-41, Block D; Lots 1-7, Block E; all in Trails End, an Addition to Valley Center, Sedgwick County, Kansas.

- (d) That the method of assessment shall be the following:  
33% of this assessment cost will be spread evenly on Lots 1-46, Block A; Lots 1-26, Block B; Lots 1-33, Block C; Lots 1-41, Block D (146 lots).  
67% of this assessment cost will be spread evenly on Lots 1-7, Block E (7 lots).

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

- (e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 45% to be assessed against the Improvement District and 55% to be paid by the City-at-large.

If this Improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this Improvement under the authority of this petition, any costs that the City of Valley Center incurs shall be assessed to the property described above in accordance with the terms of the petition.

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

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


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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
-------------------	-----------	------

Lots 1-46, Block A; Lots 1-26, Block B; Lots 1-33, Block C; Lots 1-41, Block D; Lots 1-7, Block E; all in Trails End, an Addition to Valley Center, Sedgwick County, Kansas.

Trails End Development, LLC	 Tim Austin Member	9/17/24
-----------------------------	--	---------

Gilmore & Bell, P.C.  
09/09/2024

(Published in *The Ark Valley News* on September 26, 2024)

**RESOLUTION NO. 764-24**

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

---

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

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

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

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

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

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

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

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

Lots 1-46, Block A; Lots 1-26, Block B; Lots 1-33, Block C; Lots 1-41, Block D; and Lots 1-7, Block E; all in Trails End, an Addition to Valley Center, Sedgwick County, Kansas.

(d) The method of assessment is as follows:

33% will be spread equally per lot on Lots 1-46, Block A; Lots 1-26, Block B; Lots 1-33, Block C; and Lots 1-41, Block D (146 lots).

67% will be spread equally per lot on Lots 1-7, Block E (7 lots).

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

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 45% to be assessed against the Improvement District and 55% to be paid by the City-at-large.

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the governing body of the City on September 17, 2024.

(SEAL)

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

ATTEST:

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

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on September 17, 2024, as the same appears of record in my office.

DATED: September 17, 2024.

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



**NEW BUSINESS**

**RECOMMENDED ACTION**

**G. RESOLUTION 764-24: TRAILS END WATER PETITION:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion to approve Resolution 764-24 authorizing construction and financing water improvements to the Trails End subdivision.**

**NEW BUSINESS**

**H. APPROVAL OF ENGINEER AGREEMENT WITH SEH – TRAILS  
END:**

Agreement with SEH will be presented for approval. This agreement will provide Construction Documents, in a lump sum fee of \$191,200.00.

- Agreement

## Agreement for Professional Services

This Agreement is effective as of August 9, 2024, between City of Valley Center (Client) and Short Elliott Hendrickson Inc. (Consultant).

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

**Client's Authorized Representative:** Brent Clark

**Address:** 121 S. Meridian, PO Box 188, Valley Center, Kansas 67147

**Telephone:** 308.870.2150

**email:** bclark@valleycenterks.org

**Project Manager:** Jake Vasa

**Address:** 15750 West Dodge Road, Suite 304, Omaha, Nebraska 68118

**Telephone:** 402.480.4096

**email:** jvasa@sehinc.com

**Project Description:** The project area is an approximate 2600' of new roadway on Tanner Trail from Seneca to Chisholm Trail Drive, and Chisholm Trail Drive from Tanner Trail to 5th Street, including associated water main, sanitary sewer, and storm sewer in the City of Valley Center, Kansas.

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

### **Task 1: Construction Documents**

- Develop roadway alignment and typical sections for new streets based on preliminary plat
- Develop a removal and paving plan
- Develop sidewalk and trail locations
- Develop drainage routing and design
- Provide storm sewer calculations for pipe sizing and flow spread to the City of Valley Center
- Develop sanitary sewer routing and design
- Develop water main routing and design
- Incorporate soil boring information into the plans
- Submit Final Plans for City staff review, which shall include the following:
  - Title sheet
  - Notes sheet
  - Typical section sheet
  - Details sheets
  - Control sheet
  - Construction Sheets
  - Sanitary Sewer Plan & Profile sheets
  - Water Main Plan & Profile sheets
  - Roadway Plan & Profile sheets
  - Roadway Geometrics & Grades
  - Storm sewer Plan & Profile sheets
  - Roadway Cross-sections sheets
- Provide project specifications
- Send plans to local utility companies for review and relocation coordination, as necessary
- Send plans to Kansas Dept. of Health and Environment (KDHE) for review and permitting

- Provide Final Opinion of Cost for Sanitary, Water, Street, and Drainage for Special Assessment Petitions
- Make final revisions and incorporate comments from City staff and KDHE from Final Plans review
- Prepare contract documents for bidding
- Solicit bids and answer questions from Contractors for bid preparation
- Coordinate execution of contract documents

**Not included:**

- Construction Material Testing
- Landscaping plan
- Construction Staking package

**Owner Provided:**

1. Permit Fees

**Schedule:** Design is anticipated to take up to 12 weeks and permitting can take up to another 4 weeks. Construction is anticipated to take five months to complete, based on good weather and an available contractor with adequate equipment and labor to complete in a timely manner.

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

**Payment:** The lump sum fee, including expenses and equipment (mileage and lodging) is **\$191,200**.

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

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

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

**Short Elliott Hendrickson Inc.**

**City of Valley Center**

By:   
Full Name: Jake Vasa, PE  
Title: Project Manager

By: \_\_\_\_\_  
Full Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A-2**  
**to Agreement for Professional Services**  
**Between City of Valley Center (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated August 9, 2024**

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

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

**A. Lump Sum Basis Option**

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

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

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

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

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

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

## General Conditions of the Agreement for Professional Services

### SECTION I – SERVICES OF CONSULTANT

#### A. General

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

#### B. Schedule

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

#### C. Additional Services

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

#### D. Suspension and Termination

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

### SECTION II – CLIENT RESPONSIBILITIES

#### A. General

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

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

### SECTION III – PAYMENTS

#### A. Invoices

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

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

## SECTION IV – GENERAL CONSIDERATIONS

### A. Standards of Performance

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

### B. Indemnity for Environmental Issues

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

### C. Limitations on Liability

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

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

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

### D. Assignment

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

### E. Dispute Resolution

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

## SECTION V – INTELLECTUAL PROPERTY

### A. Proprietary Information

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

### B. Client Use of Instruments of Service

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

### C. Reuse of Documents

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

**NEW BUSINESS**

**RECOMMENDED ACTION**

**H. APPROVAL OF ENGINEER AGREEMENT WITH SEH – TRAILS**

**END:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion to approve agreement with SEH for Trails End Development in an amount \$191,200.00 and authorize Mayor or City Administrator to sign.**



## **NEW BUSINESS**

### **I. TRAFFIC STUDY FOR SENECA STREET - PEC:**

PEC will present contract for Traffic Study at Seneca Street and Tanner Trail. The project will consist of field survey, traffic analysis, conceptual engineering services and associated roadway, incidental drainage and waterline design. This will be based on hourly rates not to exceed \$66,000.00

- Agreement with PEC



August 14, 2024

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

Reference: AGREEMENT for Seneca and Tanner Trail Roundabout  
Valley Center, KS  
PEC Project No. 35-217013-019-2502

Dear Mr. Clark:

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

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

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

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

Mr. Brent Clark  
City of Valley Center  
Seneca and Tanner Trail Roundabout  
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.

Mr. Brent Clark  
City of Valley Center  
Seneca and Tanner Trail Roundabout  
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

Mr. Brent Clark  
City of Valley Center  
Seneca and Tanner Trail Roundabout  
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.

Mr. Brent Clark  
City of Valley Center  
Seneca and Tanner Trail Roundabout  
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.

KMS:mmm

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

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

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

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

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

ACCEPTED:

CITY OF VALLEY CENTER

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

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

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

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



## EXHIBIT A

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

1. The Project shall consist of field survey, traffic analysis, conceptual engineering services and associated roadway, incidental drainage, and waterline design for a roundabout at Seneca Street and Tanner Trail.

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

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

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

1. This Project Deliverables shall consist of the following sealed by an Engineer licensed in the State of Kansas where applicable:
  - a) Traffic Analysis and Conceptual Design Services:
    - i. Preliminary Memo in portable document format (PDF).
    - ii. Final Memo in PDF format.
    - iii. Preliminary Concept and associated engineer's opinion of probable cost in PDF.
    - iv. Final Concept and associated engineer's opinion of probable cost in PDF format.
  - b) Civil Engineering Design Services:
    - i. Preliminary Plans and associated engineer's opinion of probable cost in portable document format (PDF) (to be integrated in the preliminary plans for Seneca Street Reconstruction from Ford Street to 5<sup>th</sup> Street contract executed on June 25, 2024).
    - ii. Final Plans and associated engineer's opinion of probable cost in PDF format (to be integrated in the final plans for Seneca Street Reconstruction from Ford Street to 5<sup>th</sup> Street contract executed on June 25, 2024).

**D. Scope of Services:**

1. Field Survey Services:
  - a) Set inter-visible control points throughout the project area. Obtain reference ties.
  - b) Set benchmarks throughout project, within building area for construction.
  - c) Recover sufficient monumentation as required to enable drafting of boundary information.
  - d) Collect topographic survey data, including surface locations sufficient to provide 1' contours.
  - e) Locate all above and below grade utility improvements. PEC will not be responsible for searching for utilities beyond utilizing the One Call system.
  - f) Compare record information received from utility providers to actual utilities flagged in the field. Notify locating service of any discrepancies and make a reasonable effort to resolve in the field. Utilities identified in record information that cannot be resolved in the field will be drafted in the general alignment shown in the record information and will be specifically identified as "RECORD" on the deliverable drawing. PEC is not responsible for the accuracy of utility information not physically identified on-site.
  - g) Locate all sanitary and storm sewer structures, such as area inlets, curb inlets, junction boxes, manholes, etc., the top of structure information will be collected as well as all flowlines in and out, and pipe size/material.
  - h) Locate all buildings and substantial features, including sidewalks, paving limits/type, playground areas/equipment, landscape areas, etc.
  - i) Tree limits, groups of trees and specimen trees will be identified and shown in the drawing.
  - j) Survey limits that extend into the adjacent street right of way shall include all improvements/utilities within the half width of right of way.
  - k) The coordinate base will be Kansas State Plane NAD 83(2011) South Zone and the elevations will be referenced to the NAVD 88 datum.
2. Traffic Analysis Services:
  - a) Prepare a memo of all findings and recommendations with the following information:
    - i. Existing background traffic projections.
    - ii. Determine existing levels-of-service and queuing lengths.
    - iii. Determine traffic projections from development and determine lane configurations, proposed levels-of-service and queuing lengths based on data previously provided by the CLIENT.
  - b) Attend one (1) meeting to review report findings with CLIENT.
3. Conceptual Design Services:
  - c) Develop a preliminary roundabout concept for North Seneca and 5th St. intersection, based on the final traffic analysis.
    - i. The concept will include preliminary horizontal geometry and vertical alignments, along with preliminary options.
    - ii. Develop associated engineer's opinion of probable cost.



- d) Prepare a final roundabout concept along with associated engineer's opinion of probable cost.
- e) Attend and assist in facilitating up to two (2) review meetings with the CLIENT to review concept alternates and estimates.
- f) Prepare presentation materials for City Staffs use at City Council, to include the following:
  - i. 2-D Concept plan.
  - ii. Engineer's opinion of probable cost.

4. Civil Engineering Design Services:

PEC shall only proceed with Civil Engineering Design Services with written approval of the concept from the CLIENT.

- a) Prepare preliminary plans and supplemental specifications, if necessary, in accordance with the current design criteria of the CLIENT along with an engineer's opinion of probable cost. The anticipated plan sheets are as follows:
  - i. Key Map and General Notes
  - ii. Typical Sections
  - iii. Paving Plan
  - iv. Storm Sewer Plan
  - v. Paving Details
  - vi. Waterline Plan
  - vii. Waterline Details
  - viii. Erosion Control Plan
  - ix. Traffic Control Plan and Construction Sequencing
  - x. Cross Sections
- b) Waterline replacement design including:
  - i. Provide adjustment/relocation design of the existing waterline at Seneca and Tanner Trail to accommodate the proposed paving and stormwater improvements.
- c) Identify proposed easements and right-of-way that may be needed in order to construct the improvements, if determined necessary during design.
- d) Prepare final plans and supplemental specifications, if necessary, in accordance with the current design criteria of the CLIENT along with an engineer's opinion of probable cost.

**E. Additional Responsibilities of CLIENT:**

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

- 1. Drawings, studies, reports, and other information available pertaining to the needs of the PROJECT.
- 2. Attend all PROJECT meetings.
- 3. Provide access to the PROJECT area property.
- 4. Provide CLIENT utility locates within the PROJECT area.

5. Provide prompt review of the PROJECT deliverables. Comments shall be returned within 14 calendar days of the preliminary submittal.
6. Easement and right-of-way appraisal and acquisition, if necessary, for construction of the PROJECT.

**F. Additional Services:**

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

1. Additional services associated with an expansion of the PROJECT or increase in PROJECT size and construction cost.
2. Geotechnical investigations.
3. Meetings with local, State, or Federal agencies beyond those specifically identified in the above scope of services.
4. Attendance at public meetings beyond those specifically identified in the above scope of services.
5. Alternate designs not specifically listed in the Scope of Services.
6. Additional permits not specifically listed in the Scope of Services.
7. Investigation and Assistance with preparation of United States Army Corps of Engineers (USACE), Division of Water Resources (DWR), FEMA LOMC, FEMA Levee Certification Services and local jurisdiction floodplain fill required permits.
8. Design Services beyond those specialty identified in the above scope of services: Field Survey; Electrical, Structural, Utilities and Municipal Transportation Engineering.
9. Traffic Services beyond those specially identified in the above scope of services.
10. Construction Phase Services: Includes Construction Administration, Testing and Inspection, Construction Staking related to the project.
11. Landscape Architecture Services: Includes landscape design and tree planting.

**G. Exclusions:**

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

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

H. **PEC's Fees & Reimbursables Expenses:**

1. PEC will invoice CLIENT one time per month for services rendered in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.
2. PEC's Fee for its Scope of Services will be on a standard hourly basis, at the rates established on the attached Rate Schedule plus Reimbursable Expenses not-to-exceed **\$66,000.00.**
3. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

## 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.

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

**I. TRAFFIC STUDY FOR SENECA STREET - PEC:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommends approval of contract with PEC for traffic study and design at Seneca Street and Tanner Trail in an amount not to exceed \$66,000.00 and authorize Mayor or City Administrator to sign.**

**NEW BUSINESS**

**J. APPROVAL OF AGREEMENT WITH SEDGWICK COUNTY  
REGARDING BALLOT DROP BOX:**

City Administrator Clark will present and request approval of five (5) year agreement with Sedgwick County for placement of ballot drop boxes.

- Agreement between Sedgwick County and City of Valley Center

**AGREEMENT REGARDING THE PLACEMENT OF A BALLOT DROP BOX  
BETWEEN  
SEDGWICK COUNTY, KANSAS  
AND  
CITY OF VALLEY CENTER**

This Agreement Regarding the Placement of Drop Boxes ("Agreement") is hereby entered into this 5<sup>th</sup> day of September, 2024, by and between Sedgwick County, Kansas, on behalf of its Election Office, ("County") and the City of Valley Center, Kansas ("City") for the purpose of County installing and using a ballot drop box on property owned by City. This Agreement will define the roles and responsibilities of the two agencies.

**1. LICENSE, ROLES AND RESPONSIBILITIES**

a. At no cost to the City, the City hereby grants to County and its representatives a license to enter upon, access and use the property at the City of Valley Center, Kansas, City Hall, for the purpose of installing a ballot drop box and access to security footage. In addition, security footage will be provided to the Sedgwick County Election Office within 24 hours of request.

b. This Agreement serves the public purposes of the City and County by allowing for additional options for the public to return their advanced ballots.

c. The County is the sole owner of the ballot drop box and will facilitate the installation of the equipment at the designated location on the property.

d. The County will also be responsible for all costs associated with the installation. County shall not compensate City for providing a location for the ballot drop box.

e. The County is solely responsible for any repairs and required maintenance of the ballot drop box. City will notify County if City is made aware of any vandalism or damage to the ballot drop box. County Elections will secure and lock the slot closed when the ballot drop box is not In use.

**2. GENERAL TERMS AND CONDITIONS**

a. Effective Date

This Agreement is effective as of the date first indicated above ("Effective Date").

b. Term and Termination

This Agreement is for a period of five (5) years after the Effective Date. This Agreement may be terminated by either party upon ninety day written notice. Upon termination, the County will remove the ballot drop box, unless otherwise agreed by the parties. Notwithstanding the foregoing, County reserves the right to remove the ballot drop box at any time, and for any reason, prior to termination of this Agreement.

c. Amendments

This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this agreement and by no other means.

d. Governing Law

This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.

e. Liability

Each party shall be liable for the actions of their officials, officers, managers, members, employees and agents to the extent allowed under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).

IN WITNESS WHEREOF, City and County have executed this Agreement by their respective authorized officers as set forth below to become effective upon final execution by the County.

**SEDGWICK COUNTY, KANSAS**

**CITY OF VALLEY CENTER, KANSAS**

\_\_\_\_\_  
Thomas J. Stolz  
County Manager

\_\_\_\_\_  
Brent Clark  
City Administrator

APPROVED AS TO FORM ONLY:

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Kirk W. Sponsel  
Deputy County Counselor

\_\_\_\_\_  
City of Valley Center  
City Attorney

ATTESTED TO:

\_\_\_\_\_  
Kelly B. Arnold  
County Clerk



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

**J. APPROVAL OF AGREEMENT WITH SEDGWICK COUNTY  
REGARDING BALLOT DROP BOX:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommends motion to approve Agreement with Sedgwick County for the placement of ballot drop boxes and authorize City Administrator to sign.**

## **NEW BUSINESS**

### **K. REQUEST FOR ORDINANCE 17.06-01 WAIVER:**

Please find attached a request from Wayne Bormann, 800 E Allen to waive timeframe associated with Chapter 17.06.01 6c for a period longer than 14 days but not to exceed 60 days.

#### CHAPTER 17.06.00: ACCESSORY USES, TEMPORARY USES AND HOME OCCUPATIONS

17.06.01 Accessory Uses Authorization. Accessory uses are permitted in any zoning district in connection with any principal use which is permitted.

6. Class 1 and 2 Recreational vehicles can be parked on a residential lot, provided:

c. Class 1 and 2 Recreational vehicles, either owned by the property owner or by someone else visiting the property owner, shall not be utilized for living purposes, except for temporary lodging of not more than 7 days at one time, and not more than 14 days in a calendar year.

- Waiver request letter

**Date:** September 4, 2024  
**To:** Valley Center City Council  
**From:** Wayne Bormann  
**Subject:** Request for 60-Day Extension to Reside in RV on Private Property  
**Re:** Property located at 800 E. Allen St., Valley Center, KS 67147

Dear Members of the Valley Center City Council,

I am writing to respectfully request a 60-day extension to reside in our RV, located on our property at 800 E. Allen St., Valley Center, KS 67147.

In 2023, my wife and I obtained building permits to construct a workshop inside the hangar on the aforementioned property. As the construction of the workshop progressed, our circumstances changed. We decided to sell our home, which was located across the street, and enhance the workshop to convert it into our living quarters.

The construction of these living quarters was completed in early 2024, and we moved in. However, on September 6, 2024, the Valley Center Building Inspector and Fire Marshal informed us that our living quarters did not meet the necessary requirements for residential use. We were also directed to cease residing in the newly constructed area and have since moved into our RV, which is located on the same property, not on a city street.

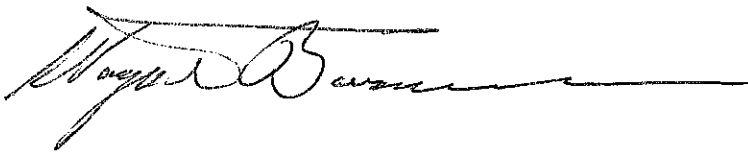
Following discussions with city officials, we intend to make the necessary modifications to comply with all residential building codes. However, we require approximately 60 days to complete these renovations.

Therefore, we respectfully request a 60-day extension to reside in our RV, located on our property during this remodel process. This extension will allow us to complete the required renovations to bring our property up to current building code standards and enable its use as a residence.

Thank you for your consideration of our request. We appreciate your assistance and look forward to working with the city to ensure compliance.

Respectfully,

Wayne Bormann  
800 E. Allen St.  
Valley Center, KS 67147

A handwritten signature in black ink, appearing to read "Wayne Bormann", with a long horizontal flourish extending to the right.

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

**K. REQUEST FOR ORDINANCE 17.06-01 WAIVER:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommends motion to approve waiver of Ordinance 17.06-01 for Wayne Bormann for a period not to exceed sixty days beginning September 17, 2024.**

**NEW BUSINESS**

**L. APPROVAL OF REQUEST FOR PROPOSAL (RFP) FOR AUDIT SERVICES:**

Finance Director Miller will request approval of RFP for independent Financial Audit Services. Proposals will be due by October 15, 2024 with recommendation for approval by Council at the November 5, 2024 Council Meeting.

➤ RFP

---

## **City of Valley Center, Kansas**

# **REQUEST FOR PROPOSALS FOR AUDITING SERVICES**

**For the fiscal years ending  
December 31, 2024-2028**

---

---

City of Valley Center, Kansas

---

---

# REQUEST FOR PROPOSALS

## AUDITING SERVICES

---

### 1. INTRODUCTION

#### 1.1. SCOPE

City of Valley Center, Kansas, invites qualified certified public accounting firms licensed to practice in Kansas to submit proposals for the provision of those services according to the requirements of this Request for Proposal (RFP).

The purpose of this process is to obtain competitive prices for auditing services for Valley Center, Kansas. The audit shall be performed on all funds of the City of Valley Center including the following component units: Valley Center Library.

Single Audit Act requirements should not apply because the City will not likely receive more than \$500,000 in federal funds annually.

#### 1.2. TERM

The selected firm shall be designated as the City's auditor for a five-year period commencing with the FY 2024(fiscal year ending December 31, 2024) audit and ending with the FY 2028 audit.

Cancellation of services will require a transition period. This transition period will be a minimum period of 3 months under full-service terms.

### 2. PROPOSAL PROCEDURES

#### 2.1. ANTICIPATED PROPOSAL SCHEDULE

<b>Issue RFP</b>	September 16, 2024
<b>Proposals Due</b>	October 15, 2024, by 3:00 p.m.
<b>Review / Interview</b>	October 15, 2024 – October 29, 2024
<b>Proposals</b>	Conducted by Audit Committee
<b>Selection Made</b>	November 5, 2024 by the City Council meeting, 7:00 pm, City Hall in Valley Center

#### 2.2. INQUIRIES REGARDING THIS REQUEST FOR PROPOSAL

Additional information concerning this RFP may be obtained by contacting:

- Clint Miller, Finance Director (316) 755-7310 ext. 107  
cmiller@valleycenterks.org

Copies of the last three years of budgets and audits are available online at [www.valleycenterks.org](http://www.valleycenterks.org) under Departments, Finance and Administration, Financial reports.

## 2.3. PROPOSAL SUBMISSION PACKAGE REQUIREMENTS

In order to achieve a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified below.

- A. **Contact Information** – The name of the proposing firm, firm address and telephone number, name of a contact person, and a signature and date.
- B. **Letter of Transmittal** – A signed transmittal letter briefly stating the proposers' understanding of the work to be done, why the firm believes itself to be best qualified to perform the engagement, and any other information they consider essential to their proposal.
- C. **Independence and License** – The firm should provide an affirmative statement that it is independent of City's in accordance with the professional standards and ethics promulgated by the AICPA. The firm should also provide an affirmative statement indicating that the firm and all assigned key professional staff are properly licensed to practice in Kansas.
- D. **Firm Profile** – At a minimum, the proposal should state the size of the firm, the size of the firm's governmental audit staff, and the location of the office from which the work on this engagement will be performed.
- E. **Staff Qualifications** – The proposal should describe the qualifications of staff to be assigned to the audit. The description should include the composition of the audit team and prior experience of the individual audit team members. The proposal should include resumes of the individual audit team members.
- F. **Prior Audit Experience** – The proposal should describe prior auditing experience of the proposing office. The experience listing should be limited to the last five years and should include prior experience auditing Kansas municipalities, including solid waste, water, storm water and wastewater utilities, and A-133 audits.
- G. **Audit Approach** – The proposal should set forth a general audit plan, including an explanation of the audit methodology to be followed to perform the services required in the request for proposals. Each proposal should detail the approach to be taken to gain and document an understanding of the City's internal control structures.
- H. **Audit Quality Control** – Briefly describe your firm's quality control and procedures. State whether these policy and procedures have been subjected to a professional "peer review" program to provide for an independent review of their effectiveness. Include a copy of your firms' most recent peer review report and related letter of comments, if applicable.
- I. **References** – The proposal should include at least 3 client references, including contact persons and telephone numbers.
- J. **Fees for Services** – Provide the firm's all-inclusive maximum fee for the requested work in this proposal. Provide your firm's billing rates for all applicable classification of professional personnel. This is requested because the City may require additional services.

## 2.4. SUBMISSION OF PROPOSALS

Three (3) copies of the Proposal Submission Package should be delivered to:

City of Valley Center  
 Attn: Clint Miller, Finance Director  
 121 S. Meridian  
 PO Box 188  
 Valley Center, KS 67147



**by 3 p.m. on Tuesday, October 15<sup>th</sup>, 2024. Proposals should be in a sealed package, clearly marked “Audit Proposal” on the exterior of the package. Proposals received after the specified date and time, or unsealed proposals, WILL NOT BE CONSIDERED.**

An individual who is authorized to bind the firm to all commitments made in the proposal must sign the proposal.

## **2.5. EFFECTIVE PERIOD OF PROPOSALS**

All proposals must remain in effect for 90 days after the proposal due date.

## **2.6 EVALUATION AND AWARD CRITERIA**

### **A. General elements**

- The audit firm is independent and licensed to practice in Kansas
- The audit firm has no conflict of interest with regard to any other work performed by the firm for the City.
- The audit firm adheres to the instructions in this request for proposals on preparing and submitting the proposal.

### **B. Fees for services**

- Provide maximum fee for each annual audit and the fee rate for related services.
- Fee rate will be stated for each component unit for each annual audit.

### **C. Technical Qualifications**

- The firm’s experience and performance on Kansas municipal audit engagements, including public utilities.
- The quality of the firm’s professional personnel to be assigned to the engagement and the quality of the firm’s management support personnel to be available for technical consultation.

### **D. Staffing and Procedures**

- Adequacy of proposed staffing plan for various segments of the engagement.
- Adequacy of audit, review, and reporting procedures.

Although price for services will be an important factor in the evaluation of proposals, the City is not required to choose the lowest bidder. Evaluation and acceptance of a proposal will be based on the total package of services offered.

The Audit Committee comprised of the Finance Director, the City Treasurer, and the City Clerk will review each proposal and conduct interviews if necessary. After this review, the City Clerk will present a recommendation for consideration by the City Council.

## **2.7. RIGHT OF REJECTION BY CITY OF VALLEY CENTER**

The City reserves the right to award this contract to the accounting firm that best meets the requirements of the RFP, and not necessarily to the lowest bidder. Further, the City reserves the right to reject any or all proposals prior to the execution of the contract, with no penalty to the City.

## **GENERAL INFORMATION**

### **3.1. BACKGROUND INFORMATION**

The City operates under a nine member City Council-Mayor form of government, with day-to-day operations under the supervision of a City Administrator. Each elected official serves a four-year term of office with no term limits. Elections are held every other year in odd-numbered years. There are four wards in the City, and one Council member from each ward is voted into office each election. The City Administrator is appointed by the Council and is charged with efficient and effective administration of the City. Valley Center has a 2020 Census population of 7,363 people, 3102 households, and operates as a city of the second class. There are approximately 50 full-time equivalent employees, 9 part-time equivalent employees and 12 volunteer firefighters. The City recognizes no collective bargaining units.

The City operates water, wastewater, storm water, and solid waste

utilities. City of Valley Center offers the following services to its citizens:

- |   |                           |
|---|---------------------------|
| • Law Enforcement                           | • Fire Protection         |
| • Municipal Court                           | • Solid Waste Utility     |
| • Planning and Zoning                       | • Wastewater Utility      |
| • Cemetery Funding                          | • Water Utility           |
| • Street, Bridges and Alleys                | • Storm Water Utility     |
| • Library                                   | • Parks & Recreation      |
| • Code Enforcement &<br>Building Inspection | • Economic<br>Development |

The City's accounting functions are computerized using INCODE software purchased from Tyler Technologies based in Lubbock, Texas. The following accounting functions are computerized with this system: General Ledger and Financial Reporting, Accounts Payable, Utility Billing, Cash Collections, Miscellaneous Accounts Receivable, and Payroll. The computer system uses a consolidated cash system with disbursements and receipts recorded through one fund not included in the fund structure. The City currently maintains an A—rating from Moody's.

### **3.2. FUND STRUCTURE**

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses as appropriate. Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. The various funds currently are grouped, in the financial statements, into generic fund types. Below is a list of all current funds:

**Fund #    Fund Name**


---

010	General Fund
020	Special Parks and Rec
030	Special Alcohol and Drugs
040	Pool/Rec Sales Tax
050	TIF Fund
060	Water Treatment Plant (New Fund for 2024)
110	Employee Benefits
126	Building Equipment Reserve
127	Equipment Reserve
130	Fleet Management Fund
140	Library
150	Special Highway (Streets)
160	Emergency Equipment
161	Public Safety Training
225	Park Beautification Fund
240	D.A.R.E
250	Drug Tax Distribution
260	Law Enforcement Block Grant
280	ADSAP
350	Capital Projects Fund
410	Bonds & Interest
420	Land Bank Reserve
510	Gifts and Grants
520	State/Federal Grant Management
610	Water Operating
612	Stormwater Utility Fund
613	Solid Waste Utility
619	Water Surplus Fund
620	Sewer Operating (Wastewater)
623	07 Sewer Loan P&I
628	Sewer Surplus Reserve

## 4. OTHER INFORMATION

### 4.1. STANDARDS

The audits are to be performed in accordance with generally accepted auditing practices, the *Kansas Municipal Audit Guide*, and if applicable, the standards set forth for financial audits in GAO's *Government Auditing Standards*, the provisions of the Single Audit Act of 1984 and OMB Circular A-133 and OMB's Compliance Supplement, FASB guidelines, and the AICPA industry audit guide *Audits of State and Local Governmental Units*. The financial statements shall be in accordance with the regulatory reporting model used to show compliance with the State of Kansas cash basis and budget law and not the financial reporting model in GASB Statement No. 34.

The City of Valley Center has by Resolution No. 622-13 exempted itself from the provision of K.S.A. 75-1120a, and any amendments thereto, relating to use of generally accepted accounting principles.

Additionally, the auditor will be responsible for communication and interpretation of any significant changes made in governmental reporting and shall respond to reasonable inquiries by City staff during the contract years.

### 4.2. MANAGEMENT LETTER

The audit shall communicate in a separate letter to management any reportable conditions found during the audit. S.A.S. 112 and 114 letters will be submitted as appropriate.

### 4.3. WORKING PAPERS

Audit work papers shall remain in the custody of the auditor. However, any succeeding auditors shall be given access to audit work papers and shall have the right to copy such work papers pertaining to the audit for a period of three (3) years after the expiration of the audit contract. Upon request, the auditor will provide copies of work papers pertaining to any questionable costs or findings determined in the audit and must be made available upon request for examination by authorities of cognizant federal or state agencies or other governmental oversight agencies.

### 4.4. REPORTING

In completing the audit(s), the following dates will be adhered to, with subsequent years following corresponding dates:

- A. The City of Valley Center will have records ready for audit and all management personnel available to meet with the firm's personnel no later than March 31 of each year, for the audit of the prior calendar year. Preliminary fieldwork can be performed at any time after receipt of a signed engagement letter.
- B. The draft of the audit, detailed adjusted trial balance and audit adjusting journal entries shall be available for review no later than June 15 of each year, for the audit of the prior calendar year. The auditor will review the audit draft with City management for each respective audit report before the final report is prepared.
- C. The final audit report and management letters must be delivered no later than June 30 each year, for the audit of the prior calendar year. Sixteen bound copies, one unbound copy and a PDF format copy will be required.
- D. The auditor will have a representative present at a City Council meeting to discuss the audit and management letter in time to meet the required 240-day reporting requirement of the City's bond issues as stated in the Omnibus Continuing Disclosure Undertaking dated as of March 5, 2013.
- E. A copy of the audit shall be filed by the Auditor with the following agencies:
  - Kansas Department of Administration Division of Accounts and Reports
  - Federal Clearing House and State Grantor Agencies, if applicable, for Single Audits

Name of Accounting Firm: \_\_\_\_\_

AUDITING SERVICES PROPOSAL

Proposal Submitted by: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

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

Fees for Services:

	Valley Center	If additional charges Single Audit	Total
2024	_____	_____	_____
2025	_____	_____	_____
2026	_____	_____	_____
2027	_____	_____	_____
2028	_____	_____	_____

Fee Rates (please list or attach firms billing rates for individual staff members for partners, managers and staff members).

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

**L. APPROVAL OF REQUEST FOR PROPOSAL (RFP) FOR AUDIT SERVICES:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommends motion to authorize the RFP for financial auditing services.**

**NEW BUSINESS**

**M. FINANCE REVIEW - REVENUE AND EXPENSE REPORT:**

Finance Director Miller will review the Revenue and Expense Report and answer any questions from Council.

- Revenue and Expense Report

CITY OF VALLEY CENTER  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: AUGUST 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	72,407.95	0.00	560,920.36	0.00	239,079.64	70.12
LICENSES & PERMITS	783,386.00	73,312.10	0.00	736,019.06	0.00	47,366.94	93.95
CHARGES FOR SERVICES	6,000.00	0.00	0.00	55.00	0.00	5,945.00	0.92
FINES & FORFEITURES	162,000.00	13,674.04	0.00	80,248.98	0.00	81,751.02	49.54
USE OF MONEY & PROPERTY	40,000.00	12,505.02	0.00	83,850.07	0.00	( 43,850.07)	209.63
OTHER REVENUES	76,200.00	26,697.72	0.00	153,874.21	0.00	( 77,674.21)	201.93
MISCELLANEOUS	169,000.00	543.10	0.00	4,137.30	0.00	164,862.70	2.45

We will have to additional tax receipts in 2024 that will arrive Sept 20th and Oct 31st.

TOTAL REVENUES	3,799,458.00	199,139.93	0.00	3,169,510.87	0.00	629,947.13	83.42
----------------	--------------	------------	------	--------------	------	------------	-------

EXPENDITURE SUMMARY

<u>ADMINISTRATION</u>							
PERSONNEL SERV. & BENEF.	481,628.00	34,985.19	0.00	332,480.37	0.00	149,147.63	69.03
CONTRACTUAL SERVICES	221,980.00	13,320.77	0.00	183,568.72	6.00	38,405.28	82.70
COMMODITIES	11,000.00	160.21	0.00	3,822.30	0.00	7,177.70	34.75
CAPITAL OUTLAY	4,000.00	293.25	0.00	293.25	0.00	3,706.75	7.33
OTHER COSTS/MISC.	203,111.00	58.01	0.00	163,199.31	0.00	39,911.69	80.35
TOTAL ADMINISTRATION	921,719.00	48,817.43	0.00	683,363.95	6.00	238,349.05	74.14

Telephone up 14.5k  
Insurance up 14.0k  
Professional Services up 5.4k

Property tax rebate up 17.4k

<u>LEGAL &amp; MUNICIPAL COURT</u>							
PERSONNEL SERV. & BENEF.	53,450.00	3,158.72	0.00	32,272.09	0.00	21,177.91	60.38
CONTRACTUAL SERVICES	98,050.00	8,883.25	0.00	71,394.69	5.43	26,649.88	72.82
COMMODITIES	1,200.00	105.04	0.00	423.93	0.00	776.07	35.33
CAPITAL OUTLAY	0.00	97.75	0.00	146.26	0.00	( 146.26)	0.00
OTHER COSTS/MISC.	26,000.00	0.00	0.00	5,302.96	0.00	20,697.04	20.40
TOTAL LEGAL & MUNICIPAL COURT	178,700.00	12,244.76	0.00	109,539.93	5.43	69,154.64	61.30

<u>COMMUNITY DEVELOPMENT</u>							
PERSONNEL SERV. & BENEF.	184,940.00	12,535.65	0.00	126,973.00	0.00	57,967.00	68.66
CONTRACTUAL SERVICES	55,350.00	3,196.17	0.00	54,806.33	129.95	413.72	99.25
COMMODITIES	3,300.00	553.05	0.00	2,522.52	0.00	777.48	76.44
CAPITAL OUTLAY	1,950.00	97.75	0.00	1,171.66	0.00	778.34	60.09
OTHER COSTS/MISC.	20,000.00	3,800.00	0.00	13,192.68	0.00	6,807.32	65.96
TOTAL COMMUNITY DEVELOPMENT	265,540.00	20,182.62	0.00	198,666.19	129.95	66,743.86	74.86

Merchant Services up 10.6k.  
Software/Hardware maintenance up 4.9k

<u>POLICE</u>							
PERSONNEL SERV. & BENEF.	1,208,674.00	44,957.24	0.00	674,740.93	0.00	533,933.07	55.82
CONTRACTUAL SERVICES	185,800.00	7,341.30	0.00	129,676.42	53.95	56,069.63	69.82
COMMODITIES	67,100.00	5,439.60	0.00	32,653.51	0.00	34,446.49	48.66
CAPITAL OUTLAY	24,800.00	438.77	0.00	12,154.84	0.00	12,645.16	49.01
TOTAL POLICE	1,486,374.00	58,176.91	0.00	849,225.70	53.95	637,094.35	57.14



CITY OF VALLEY CENTER  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: AUGUST 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>FIRE</b>							
PERSONNEL SERV. & BENEF.	373,928.00	25,664.47	0.00	281,807.61	0.00	92,120.39	75.36
CONTRACTUAL SERVICES	103,550.00	3,815.28	0.00	64,029.18	15.80	39,505.02	61.85
COMMODITIES	12,700.00	823.18	0.00	7,430.01	0.00	5,269.99	58.50
CAPITAL OUTLAY	27,280.00	318.41	0.00	7,290.18	0.00	19,989.82	26.72
OTHER COSTS/MISC.	<u>3,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,000.00</u>	<u>0.00</u>
TOTAL FIRE	520,458.00	30,621.34	0.00	360,556.98	15.80	159,885.22	69.28
<b>PARKS &amp; PUBLIC BLDG</b>							
PERSONNEL SERV. & BENEF.	350,860.00	27,281.02	0.00	222,022.58	0.00	128,837.42	63.28
CONTRACTUAL SERVICES	211,783.00	12,074.14	0.00	150,981.46	19.99	60,781.55	71.30
COMMODITIES	60,500.00	5,194.10	0.00	55,848.04	1,063.88	3,588.08	94.07
CAPITAL OUTLAY	3,500.00	97.75	0.00	1,153.87	0.00	2,346.13	32.97
OTHER COSTS/MISC.	<u>7,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>8,408.50</u>	<u>0.00</u>	<u>( 1,408.50)</u>	<u>120.12</u>
TOTAL PARKS & PUBLIC BLDG	633,643.00	44,647.01	0.00	438,414.45	1,083.87	194,144.68	69.36
<b>ENVIRONMENTAL SERVICES</b>							
TOTAL							
<b>PUBLIC WKS STORAGE BLDG</b>							
TOTAL							
TOTAL EXPENDITURES	4,006,434.00	214,690.07	0.00	2,639,767.20	1,295.00	1,365,371.80	65.92

Total expenses for General Fund right on target.

\*\* REVENUE OVER (UNDER) EXPENDITURES \* ( 206,976.00) ( 15,550.14) 0.00 529,743.67 ( 1,295.00) ( 735,424.67) 255.32-

REVENUE & OTHER SOURCES OVER/  
(UNDER) EXPENDITURES & OTHER (USES) ( 206,976.00) ( 15,550.14) 0.00 529,743.67 ( 1,295.00) ( 735,424.67) 255.32-

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

110-EMPLOYEE BENEFITS  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	1,010,528.00	0.00	0.00	892,299.71	0.00	118,228.29	88.30
INTERGOVERNMENTAL	95,000.00	13,254.54	0.00	111,358.72	0.00	( 16,358.72)	117.22
USE OF MONEY & PROPERTY	0.00	1,311.45	0.00	21,761.93	0.00	( 21,761.93)	0.00
OTHER REVENUES	48,000.00	1,169.75	0.00	13,402.92	0.00	34,597.08	27.92
TOTAL REVENUES	1,153,528.00	15,735.74	0.00	1,038,823.28	0.00	114,704.72	90.06
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	1,354,650.00	169,213.02	0.00	1,047,265.16	0.00	307,384.84	77.31
CONTRACTUAL SERVICES	0.00	144.00	0.00	1,083.25	0.00	( 1,083.25)	0.00
OTHER COSTS/MISC.	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,948.05</u>	<u>0.00</u>	( <u>3,948.05</u> )	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	1,354,650.00	169,357.02	0.00	1,052,296.46	0.00	302,353.54	77.68
<u>ADMINISTRATION</u>							
TOTAL							
TOTAL EXPENDITURES	1,354,650.00	169,357.02	0.00	1,052,296.46	0.00	302,353.54	77.68
** REVENUE OVER (UNDER) EXPENDITURES *( <u>201,122.00</u> ) ( <u>153,621.28</u> ) <u>0.00</u> ( <u>13,473.18</u> ) <u>0.00</u> ( <u>187,648.82</u> ) <u>6.70</u>							
<u>REVENUE &amp; OTHER SOURCES OVER/</u>							
(UNDER) EXPENDITURES & OTHER (USES)	( <u>201,122.00</u> )	( <u>153,621.28</u> )	0.00	( <u>13,473.18</u> )	0.00	( <u>187,648.82</u> )	6.70

CITY OF VALLEY CENTER  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: AUGUST 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>							
<u>NON-DEPARTMENTAL</u>							
OTHER COSTS/MISC.	<u>345,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>298,446.86</u>	<u>0.00</u>	<u>46,553.14</u>	<u>86.51</u>
TOTAL NON-DEPARTMENTAL	345,000.00	0.00	0.00	298,446.86	0.00	46,553.14	86.51
<u>ADMINISTRATION</u>							
TOTAL							
TOTAL EXPENDITURES	345,000.00	0.00	0.00	298,446.86	0.00	46,553.14	86.51
** REVENUE OVER (UNDER) EXPENDITURES *( <u>7,779.00</u> ) <u>0.00</u> <u>0.00</u> <u>0.00</u> <u>0.00</u> ( <u>7,779.00</u> ) <u>0.00</u>							
<u>REVENUE &amp; OTHER SOURCES OVER/</u>							
(UNDER) EXPENDITURES & OTHER (USES) ( <u>7,779.00</u> )	0.00	0.00	0.00	0.00	0.00	( <u>7,779.00</u> )	0.00

CITY OF VALLEY CENTER  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: AUGUST 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
--	-------------------	-------------------	--------------------------	-----------------	----------------------	-------------------	----------------

REVENUE SUMMARY

INTERGOVERNMENTAL	1,095,000.00	72,407.94	0.00	752,072.45	0.00	342,927.55	68.68
LICENSES & PERMITS	0.00	0.00	0.00	25.00	0.00 (	25.00)	0.00
USE OF MONEY & PROPERTY	0.00	1,951.79	0.00	18,098.35	0.00 (	18,098.35)	0.00
OTHER REVENUES	0.00	0.00	0.00	361.24	0.00 (	361.24)	0.00

TOTAL REVENUES	1,095,000.00	74,359.73	0.00	770,557.04	0.00	324,442.96	70.37
----------------	--------------	-----------	------	------------	------	------------	-------

EXPENDITURE SUMMARY

NON-DEPARTMENTAL

PERSONNEL SERV. & BENEF.	481,340.00	31,380.15	0.00	235,635.43	0.00	245,704.57	48.95
CONTRACTUAL SERVICES	73,780.00	3,518.12	0.00	69,068.64	19.98	4,691.38	93.64
COMMODITIES	66,800.00	10,399.79	0.00	46,350.59	1,355.96	19,093.45	71.42
CAPITAL OUTLAY	522,000.00	671.08	0.00	516,500.01	0.00	5,499.99	98.95
OTHER COSTS/MISC.	36,000.00	0.00	0.00	0.00	0.00	36,000.00	0.00
TOTAL NON-DEPARTMENTAL	1,179,920.00	45,969.14	0.00	867,554.67	1,375.94	310,989.39	73.64

Software/Hardware and  
Equipment Maintenance  
have exceeded 2024 budget.

System Improvements have  
spent 2024 budget.

TOTAL EXPENDITURES	1,179,920.00	45,969.14	0.00	867,554.67	1,375.94	310,989.39	73.64
--------------------	--------------	-----------	------	------------	----------	------------	-------

\*\* REVENUE OVER (UNDER) EXPENDITURES \*( 84,920.00) 28,390.59 0.00 ( 96,997.63) ( 1,375.94) 13,453.57 115.84

REVENUE & OTHER SOURCES OVER/  
(UNDER) EXPENDITURES & OTHER (USES) ( 84,920.00) 28,390.59 0.00 ( 96,997.63) ( 1,375.94) 13,453.57 115.84

CITY OF VALLEY CENTER  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: AUGUST 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	960.00	0.00	4,943.29	0.00	56.71	98.87
USE OF MONEY & PROPERTY	0.00	474.09	0.00	4,694.84	0.00 (	4,694.84)	0.00
TOTAL REVENUES	80,095.00	1,434.09	0.00	75,997.57	0.00	4,097.43	94.88
<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.	<u>48,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>48,000.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	71,896.00	0.00	0.00	57,403.81	268.03	14,224.16	80.22
<u>ADMINISTRATION</u>							
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>1,434.09</u>	<u>0.00</u>	<u>18,593.76</u> (	<u>268.03</u> ) (	<u>10,126.73</u> )	<u>223.51</u>
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	8,199.00	1,434.09	0.00	18,593.76 (	268.03) (	10,126.73)	223.51



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

610-WATER OPERATING  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
CHARGES FOR SERVICES	2,156,646.00	234,978.23	0.00	1,559,380.91	0.00	597,265.09	72.31
USE OF MONEY & PROPERTY	20,000.00	15,173.48	0.00	92,804.84	0.00	( 72,804.84)	464.02
OTHER REVENUES	0.00	9,604.23	0.00	9,875.87	0.00	( 9,875.87)	0.00
MISCELLANEOUS	45,000.00	2,510.14	0.00	20,534.60	0.00	24,465.40	45.63
TOTAL REVENUES	2,221,646.00	262,266.08	0.00	1,682,596.22	0.00	539,049.78	75.74
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	448,751.00	21,436.34	0.00	174,300.09	0.00	274,450.91	38.84
CONTRACTUAL SERVICES	1,120,870.00	374,453.58	0.00	886,382.66	0.00	234,487.34	79.08
COMMODITIES	41,450.00	1,555.93	0.00	17,119.10	0.00	24,330.90	41.30
CAPITAL OUTLAY	150,000.00	8,145.60	0.00	80,938.98	0.00	69,061.02	53.96
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	405,591.45	0.00	1,158,740.83	0.00	1,145,330.17	50.29
TOTAL EXPENDITURES	2,304,071.00	405,591.45	0.00	1,158,740.83	0.00	1,145,330.17	50.29
** REVENUE OVER (UNDER) EXPENDITURES *	( <u>82,425.00</u> )	( <u>143,325.37</u> )	<u>0.00</u>	<u>523,855.39</u>	<u>0.00</u>	( <u>606,280.39</u> )	<u>635.55-</u>

REVENUE & OTHER SOURCES OVER/  
(UNDER) EXPENDITURES & OTHER (USES) ( 82,425.00) ( 143,325.37) 0.00 523,855.39 0.00 ( 606,280.39) 635.55-

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

612-STORMWATER UTILITY FUND  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
USE OF MONEY & PROPERTY	0.00	1,723.98	0.00	9,819.05	0.00	( 9,819.05)	0.00
OTHER REVENUES	325,000.00	27,284.80	0.00	220,522.31	0.00	104,477.69	67.85
TOTAL REVENUES	325,000.00	29,008.78	0.00	230,341.36	0.00	94,658.64	70.87
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
CONTRACTUAL SERVICES	36,400.00	822.75	0.00	11,812.26	0.00	24,587.74	32.45
COMMODITIES	5,000.00	0.00	0.00	709.95	0.00	4,290.05	14.20
CAPITAL OUTLAY	124,800.00	30,000.00	0.00	30,000.00	0.00	94,800.00	24.04
OTHER COSTS/MISC.	<u>193,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>193,000.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	359,200.00	30,822.75	0.00	42,522.21	0.00	316,677.79	11.84
<u>ADMINISTRATION</u>							
TOTAL							
TOTAL EXPENDITURES	359,200.00	30,822.75	0.00	42,522.21	0.00	316,677.79	11.84
** REVENUE OVER (UNDER) EXPENDITURES *( <u>34,200.00</u> ) ( <u>1,813.97</u> ) <u>0.00</u> <u>187,819.15</u> <u>0.00</u> ( <u>222,019.15</u> ) <u>549.18</u> -							

REVENUE & OTHER SOURCES OVER/  
(UNDER) EXPENDITURES & OTHER (USES) ( 34,200.00) ( 1,813.97) 0.00 187,819.15 0.00 ( 222,019.15) 549.18-



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

613-SOLID WASTE UTILITY  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
LICENSES & PERMITS	5,000.00	0.00	0.00	31,360.05	0.00 (	26,360.05)	627.20
CHARGES FOR SERVICES	581,476.00	49,200.56	0.00	391,129.25	0.00	190,346.75	67.26
USE OF MONEY & PROPERTY	1,600.00	640.33	0.00	4,080.15	0.00 (	2,480.15)	255.01
MISCELLANEOUS	12,000.00	1,075.24	0.00	9,940.90	0.00	2,059.10	82.84
TOTAL REVENUES	600,076.00	50,916.13	0.00	436,510.35	0.00	163,565.65	72.74
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
CONTRACTUAL SERVICES	585,820.00	46,025.49	0.00	376,522.88	0.00	209,297.12	64.27
CAPITAL OUTLAY	<u>3,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,000.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	588,820.00	46,025.49	0.00	376,522.88	0.00	212,297.12	63.95
<u>ADMINISTRATION</u>							
TOTAL							
TOTAL EXPENDITURES	588,820.00	46,025.49	0.00	376,522.88	0.00	212,297.12	63.95
** REVENUE OVER (UNDER) EXPENDITURES **	<u>11,256.00</u>	<u>4,890.64</u>	<u>0.00</u>	<u>59,987.47</u>	<u>0.00 (</u>	<u>48,731.47)</u>	<u>532.94</u>
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	11,256.00	4,890.64	0.00	59,987.47	0.00 (	48,731.47)	532.94

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: AUGUST 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
REVENUE SUMMARY							
CHARGES FOR SERVICES	1,410,219.00	123,611.48	0.00	969,207.44	0.00	441,011.56	68.73
USE OF MONEY & PROPERTY	12,000.00	9,570.54	0.00	51,587.65	0.00 (	39,587.65)	429.90
OTHER REVENUES	0.00	0.00	0.00	65.24	0.00 (	65.24)	0.00
TOTAL REVENUES	1,422,219.00	133,182.02	0.00	1,020,860.33	0.00	401,358.67	71.78
EXPENDITURE SUMMARY							
NON-DEPARTMENTAL							
PERSONNEL SERV. & BENEF.	374,487.00	14,526.55	0.00	158,527.28	0.00	215,959.72	42.33
CONTRACTUAL SERVICES	457,860.00	57,147.15	0.00	252,878.92	84.00	204,897.08	55.25
COMMODITIES	24,800.00	3,139.68	0.00	16,492.59	0.00	8,307.41	66.50
CAPITAL OUTLAY	140,000.00	14,101.67	0.00	21,748.51	0.00	118,251.49	15.53
OTHER COSTS/MISC.	<u>534,550.00</u>	<u>104,323.57</u>	<u>0.00</u>	<u>208,647.14</u>	<u>0.00</u>	<u>325,902.86</u>	<u>39.03</u>
TOTAL NON-DEPARTMENTAL	1,531,697.00	193,238.62	0.00	658,294.44	84.00	873,318.56	42.98
TOTAL EXPENDITURES	1,531,697.00	193,238.62	0.00	658,294.44	84.00	873,318.56	42.98
** REVENUE OVER (UNDER) EXPENDITURES *( <u>109,478.00</u> ) ( <u>60,056.60</u> ) <u>0.00</u> <u>362,565.89</u> ( <u>84.00</u> ) ( <u>471,959.89</u> ) <u>331.10</u> -							

REVENUE & OTHER SOURCES OVER/

(UNDER) EXPENDITURES & OTHER (USES) ( 109,478.00) ( 60,056.60) 0.00 362,565.89 ( 84.00) ( 471,959.89) 331.10-

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

**M. FINANCE REVIEW – REVENUE AND EXPENSE REPORT:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommends motion to accept and file the August revenue and expense report.**

**NEW BUSINESS**

**N. COUNCIL DISCUSSION – VALLEY CENTER CEMETERY:**

City Council will discuss Ordinances regarding operation of the Valley Center Cemetery.

- Ordinance 1063-03
- Resolution 459-04
- Resolution 587-11
- Ordinance 1371-22

**FOR DISCUSSION ONLY**

**NO ACTION REQUIRED**

ORDINANCE # 1063-03

AN ORDINANCE AMENDING THE CODE OF THE CITY OF VALLEY CENTER, KANSAS  
ESTABLISHING RULES OF OPERATION FOR MUNICIPAL CEMETERIES.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF VALLEY CENTER,  
KANSAS: to wit:

Section 1. The Code of the City of Valley Center, Kansas is amended to add Article 12.70  
which shall read:

ARTICLE 12.70. CEMETERIES

12.70.101. SUPERVISION. There is hereby created a Cemetery Board consisting of the Mayor, City Clerk, Park Superintendent and a City Councilmember appointed by the Mayor with the approval of the City Council. The cemetery shall be controlled by the Board and administered by the City office. The city may hire such personnel as it deems necessary to carry out the purpose and intent of this article. The city council shall have one person to be designated as the cemetery sexton.

12.70.102. HOURS.

(a) All municipal cemeteries shall be open for the conduct of business between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except for holidays. It shall be unlawful for any person to enter any municipal cemetery or to drive any motor vehicle or park the same in the cemeteries from one (1) hour after sunset until sunrise. Any person upon the premises from one (1) hour after sunset until sunrise shall be guilty of a criminal trespass on the cemetery premises and the penalty thereof shall be the same penalty as that imposed for other violations of this ordinance; provided, however, authorized city personnel may enter the cemetery during otherwise prohibited hours.

(b) No burial shall take place on Saturday after 12:00 noon, Sundays or holidays except at a time of catastrophe, disaster or epidemic.

12.70.103. VAULTS. All caskets shall be interred in an outside container to be a minimum type, two-piece concrete box. Steel or concrete vaults also can be used. Wooden vaults shall be prohibited. Arrangements for burial or other installations shall be made in advance to the cemetery sexton at the city clerk's office.

12.70.104. CREMATIONS.

(a) Cremation remains shall be placed in an approved urn.

(b) No more than two (2) cremations shall be allowed to be interred on any single lot space.

(c) Only one (1) headstone marker is allowed on a lot space no matter how many cremation remains are interred thereon. Multiple names may appear on the headstone marker.

(d) All urns shall be installed in concrete and aligned with the head stone.

12.70.105. MONUMENTS, STONES AND URNS.

(a) All monuments and stones shall be set on concrete footings. The footings shall be flush with the ground and shall extend a minimum of six (6) inches outside the base dimensions of any monument or stone. Foundations for single stones to be four (4) inches deep and double stones six (6) inches deep. The depth of the concrete footings and bases shall be inspected by the cemetery sexton. All concrete footings shall be finished and edged.

(b) The general location of all stones or monuments on any grave site shall be located and placed as directed by the cemetery sexton. All headstones shall be positioned and aligned in the same manner. No stone or monument can be set until arrangements are made with the



cemetery sexton and installations are to be made under the supervision of the cemetery sexton. No Saturday, Sunday or holidays stone settings or any other installations will be permitted.

- (c) Monuments and/or stones may not exceed forty-eight inches (48") in height.
- (d) All stones and monuments may be realigned or relocated by the cemetery sexton and the sexton is also authorized to repair and reset bases and stones as the need requires. There will be a charge for labor and materials according to what has to be done.
- (e) Organizational emblems shall be placed on either north or south side of monuments within the extended dimensions of the monument.
- (f) All urns shall be installed in concrete and aligned with the head stones.
- (g) No permanent structure shall be placed on grave spaces other than identified and authorized above.
- (h) No grave closings shall be allowed without permission of the cemetery sexton.
- (i) Any "veteran" stone is the responsibility of the family of the deceased.

12.70.106. DECORATIONS. Decorations shall be permitted from October 1 to May 10 as allowed in subparagraphs (a) and (b) hereto:

- (a) Flowers which are placed in urns which are a part of a headstone and are embedded in a concrete base may be permitted at all times.
- (b) Seasonal flowers, cut flowers, artificial plants or flowers and wreaths shall be permitted over the grave spaces for a period of two (2) days preceding and ten (10) days following Memorial Day.

12.70.107. SHRUBBERY. No one shall be authorized to plant upon any grave site except as authorized by the Cemetery Board.

12.70.108. SPEED LIMIT. The speed limit for motor vehicles in any municipal cemetery shall be 10 m.p.h. and it shall be unlawful for any person to exceed the limit

12.70.109. FIREARMS. It shall be unlawful for any person to have in their possession any firearm or fireworks while in the cemetery. This section shall not apply to military personnel, members of veterans organizations performing ceremony or law enforcement officers. The discharge of any firearm or fireworks in the cemetery is prohibited except for military personnel or members of veterans organizations while participating in military or memorial services.

12.70.110. USE OF LOTS. The lots in the cemeteries shall not be used for any other purpose other than as a place for the burial of human dead and all interments and lots shall be restricted to the immediate family members of the owner and their heirs, unless special permission has been obtained in writing from the lot owner, in which case such written permission shall be attached to the certificate of interment.

12.70.111. ENCLOSURES PROHIBITED. Fences, hedges, curbing and enclosures of any kind around lots are strictly prohibited.

12.70.112. IMPROPER INSCRIPTION REMOVAL. If any monument, effigy or any structure whatever or any inscription be placed in or upon any lot which shall be determined by the sexton to be improper or offensive or injurious to the appearance to the surrounding lots or grounds, the sexton shall report the same to the Cemetery Board and if after due investigation the same is found to be improper, offensive or injurious, the Cemetery Board shall order the owner to remove such improper, offensive or injurious subjects or



inscriptions and if the lot owners neglect or refuse within thirty (30) days after receiving notice of order of removal to remove the same then the Cemetery Board shall cause the same to be removed.

- 12.70.113. **PURCHASE OF LOTS.** The purchase price of lots and burial spaces in the cemeteries shall be determined and fixed by the governing body and no interment shall be permitted or deed delivered until the purchase price has been paid in full.
- 12.70.114. **TRANSFER OF LOTS RESTRICTED.** No lot owner shall be allowed to sell or convey his or her lot or any part thereof by gift or otherwise unless such conveyance is first filed of record in the office of the city clerk before the transfer shall become effective.
- 12.70.115. **REMOVAL OF BODIES.** No body, after being interred in such cemetery, shall be removed from the cemetery or from one burial place therein to another in the cemetery without permission having been first obtained from the Cemetery Board. The charges for the opening and closing of the graves in the case of removal shall be set by the Cemetery Board.
- 12.70.116. **NOTICE OF INTERMENT AND PERMIT THEREFORE.** Whenever an interment is contemplated, timely notice thereof shall be given to the sexton of the cemetery and the following information shall be given to-wit: name of deceased, name of owner of the burial space on which interment is to be made and legal description of the same.
- 12.70.117. **TRESPASSING PROHIBITED.** It shall be unlawful for any person to walk over, upon or across or drive any vehicle over, upon or across any lot or burial space in the cemeteries except as is required by city personnel to maintain the cemeteries, also for installation of monuments and stones with the sexton's approval.
- 12.70.118. **DAMAGE TO PROPERTY.** It shall be unlawful for any person to pluck any wild or cultivated flowers or to injure any tree, shrub or plant in the cemeteries or to write upon, damage, mar, or deface the monuments or other property in the cemeteries.
- 12.70.119. **CONSTRUCTION OPERATION SUPERVISION.** In the erection of monuments, tombs or other structures in the cemeteries, a place will be designated by the sexton for the deposit of building materials and implements which shall not remain longer on the grounds that is actually necessary. Should such implements or materials be left on the grounds, the sexton shall cause the same to be removed to some suitable place at the owners cost. All workmen employed in construction upon the lots and grounds of the cemeteries shall be subject to the control and direction of the sexton. Any workmen failing to conform to this regulation and the other requirements of this article shall not thereafter be permitted to work on the grounds.
- 12.70.120. **FEES.** The cost of lots, burial permits, stone setting permits, grave openings, exhumations and any other fee associated with the operation of the Municipal Cemetery shall be reviewed periodically by the Cemetery Board with recommendations made to and a schedule of fees approved by the City Council.
- 12.70.121. **General Penalty Section.** Anyone found to be in violation of this ordinance shall be fined in a sum not to exceed one thousand dollars (\$1000.00) and confinement for a period of time not to exceed one hundred eighty (180) days, or both such fine and incarceration.

Section 2. This ordinance shall be in effect from and after its publication one time in the official City newspaper.

PASSED by the governing body of the City on December 16, 2003 and signed and APPROVED by the Mayor.

First Reading: December 2, 2003  
Second Reading: December 16, 2003

\_\_\_\_\_  
Robert W. Robinson  
Mayor

Attest: \_\_\_\_\_  
Kristine A. Polian, City Clerk

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on December 16, 2003; that the record of the final vote on its passage is found on page \_\_\_\_ of journal \_\_\_\_; and, that it was published in The Ark Valley News on December 18, 2003.

DATED: \_\_\_\_\_

\_\_\_\_\_  
City Clerk



**RESOLUTION NO. 459-04****A RESOLUTION ESTABLISHING A FEE SCHEDULE FOR CHANGES FOR  
ESTABLISHED FEES IDENTIFIED IN THE CEMETERY REGULATIONS OF THE  
CITY OF VALLEY CENTER, KANSAS.**

**WHEREAS**, the City of Valley Center has adopted Cemetery Regulations which create the need for a fee schedule to wholly or partially defray the costs for administration and enforcement of such regulations; and

**WHEREAS**, the City is authorized pursuant to K.S.A. 12-1402 and shall have full power to make and enforce all necessary rules and regulations pertaining to the custody, control and care of the cemetery by them, and to determine and collect the price to be paid for lots therein.

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

**Section 1.** That the following fees are hereby established for the purpose of wholly or partially defraying costs for operations and maintenance of a municipal cemetery:

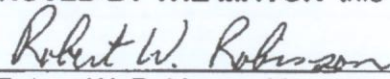
Burial Permit	\$100.00
Stone Setting Permit Fee	75.00
Exhumation Permit Fee	250.00
Excavation License	25.00

**Section 2.** That the fees for purchase of burial lots within the Valley Center Municipal Cemetery shall be as follows:

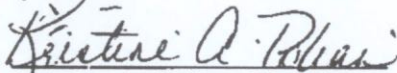
Lot Purchase for Resident of Valley Center	\$200.00
All others	750.00

**Section 3.** That the foregoing fees shall become effective upon adoption by the Governing Body of the City of Valley Center.

**PASSED BY THE CITY COUNCIL and APPROVED BY THE MAYOR** this 18th day of May, 2004.

  
Robert W. Robinson, Mayor

**ATTEST:**

  
Kristine A. Polian, City Clerk

**RESOLUTION NO. 587-11**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEY CENTER, KANSAS AMENDING THE FEE SCHEDULE FOR FEES RELATED TO THE VALLEY CENTER MUNICIPAL CEMETERY.**

**WHEREAS**, on May 18, 2004, the Governing Body of Valley Center, KS passed and approved Resolution No. 459-04, and;

**WHEREAS**, Resolution No. 459-04 established a fee schedule for charges for established fees identified in the cemetery regulations of the City of Valley Center, KS, and;

**WHEREAS**, the Cemetery Board met on November 21, 2011 to review the current fee schedule in comparison to the cost associated with providing the various services, and;

**WHEREAS**, the Cemetery Board has recommended the City Council consider a modest increase to the cemetery fee schedule to wholly or partially defray the costs for administration and operation of the Valley Center Cemetery, and;

**WHEREAS**, the City is authorized pursuant to K.S.A. 12-1402 and shall have full power to make and enforce all necessary rules and regulations pertaining to the custody, control and care of the cemetery by them, and to determine and collect the price to be paid for lots therein.

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

**Section 1:** The following fees are hereby established for the purpose of wholly or partially defraying costs for operations and maintenance of a municipal cemetery:

Burial Permit	\$100.00
Stone Setting Permit Fee	100.00
Exhumation Permit Fee	250.00
Excavation License	50.00

**Section 2:** The fees for purchase of burial lots within the Valley Center Municipal Cemetery shall be as follows:

Lot purchase for resident of Valley Center	\$400.00
All others	1,000.00

**Section 3:** The foregoing fees shall become effective January 1, 2012 after adoption by the Governing Body of the City of Valley Center, KS.

**ORDINANCE NO. 1371-22**

**AN ORDINANCE OF THE CITY OF VALLEY CENTER, KANSAS,  
REPEALING VALLEY CENTER, KANSAS ORDINANCE CHAPTER 12.70 CEMETERIES,  
AND PROVIDING A SUBSTITUTE ORDINANCE**

**NOW THEREFORE, BE IT ORDAINED** by the governing body of the city of Valley Center, Kansas that

Chapter 12.70 Cemeteries shall henceforth read as follows:

12.70.010 Reserved.

Editor's note(s)—Ord. No. 1304, § 6, adopted April 18, 2017, repealed § 12.70.010, which pertained to supervision and derived from Ord. No. 1063, 2003 and Ord. No. 1206, adopted July 20, 2010.

**DEFINITIONS**

- A. Cemetery- means the burial park for earth interments.
- B. Lot - means space in the cemetery used, or intended to be used, for the interment of human remains.
- C. Plot - means same as lot.
- D. Grave - means a space of ground in the cemetery used, or intended to be used, for burial.
- E. Space - means the space on a lot for the interment of one human remains.
- F. Casket Vault - means a permanent outside container of grade for a casket that seals, is without hinges, and is made of steel or concrete.
- G. Urn Vault - means a permanent, lockable, or sealable outside container of grade for an urn that is made of metal, concrete, polycarbonate plastic or stone.
- H. Interment- means act placing of human remains by earth burial or cremation in a grave.
- I. Owner- Means the owner of an interment right or rights within the cemetery, as reflected in the records of the cemetery.
- J. Memorial - means a marker or monument, name plate for the purpose of identification or in memory of the interred.
- K. Monument - means a memorial of granite placed on a lot that extends above the surface of the lawn and has a concrete base.
- L. Marker- means a memorial of granite and/or bronze placed on a space that is flush with the lawn,
- M. Burial or Buried - means interment.
- N. Board - means the Public Properties & Outdoor Spaces Board
- O. Governing Body – City Council



P. Designee- means an employee acting on behalf of the City of Valley Center.

Q. Cemetery Sexton – caretaker in charge of the Cemetery maintenance & operations, normally holds the position of Director of Parks & Public Buildings.

R. Cremation - means the technical heating process that reduces human remains to bone fragments, which occurs through heat and evaporation.

#### **12.70.020 Hours.**

A. All municipal cemeteries shall be open for the conduct of business during normal operating hours, Monday through Friday, except for holidays. It is unlawful for any person to enter any municipal cemetery or to drive any motor vehicle or park the same in the cemeteries from one hour after sunset until sunrise. Any person upon the premises from one hour after sunset until sunrise shall be guilty of a criminal trespass on the cemetery premises and the penalty thereof shall be the same penalty as that imposed for other violations of this chapter; provided, however, authorized city personnel may enter the cemetery during otherwise prohibited hours.

B. No burial shall take place on Saturday without the approval of the Cemetery Sexton. No burial shall take place on Sundays or holidays except at a time of catastrophe, disaster, or epidemic.

#### **12.70.030 Vaults.**

All caskets shall be interred in an outside container to be a minimum type, two-piece concrete box. Steel or concrete vaults also can be used. Wooden vaults shall be prohibited. Arrangements for burial or other installations shall be made in advance to the Cemetery Sexton at the City Clerk's Office. Cremation Urns that do not lock or are made of decomposable material must be placed in a vault made of concrete, polycarbonate plastic or metal.

#### **12.70.040 Cremations & Casket Burials.**

A. Cremation remains will be placed in a lockable urn made of non-decomposable materials. Urns that cannot be locked must be placed inside of an approved urn vault.

B. No more than two cremations shall be allowed to be interred on any single lot space.

C. Only one headstone marker is allowed on a lot space no matter how many cremation remains are interred thereon. Multiple names may appear on the headstone marker.

D. No more than one casket burial shall be allowed to be interred on any single lot space.

E. Urns, urn vaults and casket vaults will be interred with a minimum of two (2) feet of backfill soil over the top and be left level with the existing ground. For casket vaults, sand will be used to back fill around the edges of the vault and up to the top of the casket lid before backfill soil is added.

#### **12.70.050 Monuments, stones, and urns.**

A. All monuments and stones shall be set on a concrete foundation. The foundation shall be level and flush with the ground and shall extend a minimum of six inches outside the base dimensions of any monument or stone. Foundation dimensions must not extend beyond the lot dimension width for a single lot, except when setting a double headstone over two lot spaces, the foundation will be centered

and span over two lots but must not extend beyond the width dimension of two lot spaces. The maximum width allowed for a single foundation is four (4) feet wide and the maximum for a double foundation is eight (8) feet wide.

B. Foundations for single stones to be four inches deep and double stones six inches deep. The depth of the concrete footings and bases shall be inspected by the Cemetery Sexton. All concrete footings shall be finished and edged.

C. The general location of all stones, monuments and foot stones on any grave site shall be located and placed as directed by the Cemetery Sexton. All headstones shall be positioned and aligned in the same manner. No stone or monument can be set until arrangements are made with the Cemetery Sexton and installations are to be made under the supervision of the Cemetery Sexton. No Saturday, Sunday or holidays stone settings or any other installations will be permitted.

D. Monuments and/or stones may not exceed forty-eight (48) inches in height.

E. All stones and monuments may be realigned or relocated by the Cemetery Sexton. The Cemetery Sexton is also authorized to repair and reset bases and stones as the need requires. There will be a charge for labor and materials according to what has to be done.

F. Organizational emblems shall be placed on either north or south side of monuments within the extended dimensions of the monument.

G. Stone settings require a minimum of 2 business days' notice for marking the location. The Cemetery Sexton may delay installation of stones and monuments due to inclement weather and ground conditions.

H. No permanent structure shall be placed on lot spaces other than identified and authorized above.

I. No grave openings shall be allowed without permission of the Cemetery Sexton.

J. Any "Veteran" Stone, provided by the US Military, is the responsibility of the family of the deceased to be installed. The Cemetery Sexton must be notified of any Veteran Stone needing to be installed. The Cemetery Sexton will mark the location in which a Veteran Stone shall be placed. In honor of our Veteran's service to this country, no stone setting fee shall be charged for a Veteran Stone.

K. No monument, head stone, foot stone or military stone may be set by family or individuals. A monument company, approved by the Cemetery Sexton, may only install monuments.

#### **12.70.060 Decorations and Flowers.**

At the direction of the Cemetery Sexton, all flowers, plants, artificial plants or flowers, decorations and other memorabilia may be picked up and discarded at any time without notification to the lot owner or family members. Any flowers or decorations on the grounds may be discarded during mowing season (April 15th through October 1st) as needed for mowing maintenance. The City shall remove, without notice, all artificial and cut flowers or decorations when their appearance becomes unsightly or not in harmony with the overall appearance of the cemetery. Decorations and flowers shall be permitted to remain on grave spaces from October 1st to April 15th as allowed in subsections A, B and C hereto:



- A. Flowers or decorations which are placed in urns which are a part of a headstone and are embedded in a concrete base may be permitted at all times.
- B. Seasonal flowers, cut flowers, artificial plants or flowers, decorations and wreaths shall be permitted over the grave spaces for a period of two days preceding and ten (10) days following Memorial Day.
- C. Flowers, wreaths, plants, artificial flowers, and decorations will be allowed to be placed over and remain on a newly interred lot for 7 days after burial services after which time may be removed and discarded by the City without notice.

**12.70.070 Shrubbery and Trees.**

No one shall be authorized to plant upon any grave site except as authorized by the Cemetery Sexton.

**12.70.080 Speed limit.**

The speed limit for motor vehicles in any municipal cemetery shall be ten (10) mph and it is unlawful for any person to exceed the limit.

**12.70.081 Operating vehicles in cemetery.**

Except as authorized by the Cemetery Sexton for the operation of Valley Center Cemetery, it shall be unlawful for any person to operate or drive any motor vehicle or motorcycle in Valley Center Cemetery except on the paved roadways located in such cemetery. The Cemetery Sexton shall authorize such operation upon a showing that it is necessary to operate the vehicle off the roadway and a further showing that the cemetery grounds will not be damaged.

**12.70.090 Fireworks.**

It is unlawful for any person to have in their possession or discharge any fireworks while in the cemetery.

**12.70.100 Use of lots.**

The lots in the cemetery shall not be used for any other purpose other than as a place for the burial of dead human remains.

**12.70.110 Enclosures prohibited.**

Fences, hedges, curbing and enclosures of any kind around lots are strictly prohibited.

**12.70.120 Improper inscription removal.**

If any monument, effigy, structure, inscription be placed in or upon any lot which shall be determined by the Sexton to be improper or offensive or injurious to the appearance to the surrounding lots or grounds, the Sexton shall report the same to the Public Properties and Outdoor Spaces Board. If after due investigation, the same is found to be improper, offensive, or injurious, the Public Properties and Outdoor Spaces Board shall order the owner to remove such improper, offensive, or injurious subjects or inscriptions within 30 days of notification. If the lot owners neglect or refuse to comply after

receiving notice of order of removal to remove the same, then the Sexton shall cause the same to be removed.

#### **12.70.130 Purchase of lots.**

The Lot Purchaser must designate an individual to be interred in that lot being purchased at the time of the lot's sale and that person designated shall then and thereafter be the owner of that lot. Price will be determined by the residency status of the individual to be interred at the time of purchase. A cemetery lot(s) shall be sold for the sole purpose of the burial of the individual to be interred.

The purchase price of lots in the cemeteries shall be reviewed by the Public Properties and Outdoor Spaces Board and fixed by the governing body that include a resident and non-resident rate structure. No interment shall be permitted, or deed delivered until the purchase price has been paid in full and all interment documentation completed.

The City may buy back unused lots at the original purchase price on the original receipt from owner, the owner's estate, or the owner's heirs. Lots re-purchased by the City will be re-sold at the current resident/non-resident rate.

#### **12.70.140 Transfer of lots to Others.**

No lot owner shall be allowed to sell or convey his or her lot or any part thereof by gift or otherwise unless such conveyance is first filed of record in the Office of the City Clerk before the transfer shall become effective.

The owner of a cemetery lot may transfer ownership to another individual. If transferring to a current resident of Valley Center, the purchaser will be assessed the current transfer fee per each lot transferred. If transferred to a non-resident, the total fee will be based on the price difference between the original purchase and the current lot price for non-residents plus a transfer fee as set forth in the Valley Center Schedule of Licenses, Permits and Fees.

Upon payment received, the City of Valley Center will issue a new transferred deed under the seal of the City of Valley Center, signed by the City Clerk or designee conveying the estate which, by law, is intended to be conveyed for the sole purpose of interment.

This fee will periodically be reviewed by the Public Properties and Outdoor Spaces Board and set by the Governing Body.

#### **12.70.150 Removal of bodies.**

No body, after being interred in such cemetery, shall be removed from the cemetery or from one burial place therein to another in the cemetery without permission having been first obtained from the Cemetery Sexton. The charges for disinterment in the case of removal shall be reviewed by the Cemetery Sexton and set by the Governing Body.

#### **12.70.160 Notice of interment and permit, therefore.**

Whenever an interment is contemplated, timely notice thereof shall be given to the Cemetery Sexton and the following information shall be given to-wit: name of deceased, name of owner of the burial space on which interment is to be made and legal description of the same.

**12.70.170 Trespassing prohibited.**

It is unlawful for any person to walk over, upon or across or drive any vehicle over, upon or across any lot or burial space in the cemeteries except as is required by city personnel to maintain the cemeteries, also for installation of monuments and stones with the Sexton's approval.

**12.70.180 Damage to property.**

It is unlawful for any person to pluck any wild or cultivated flowers or to injure any tree, shrub, or plant in the cemetery or to write upon, damage, mar, or deface the monuments or other property in the cemeteries.

**12.70.190 Construction operation supervision.**

In the erection of monuments, tombs or other structures in the cemetery, a place will be designated by the Sexton for the deposit of building materials and implements which shall not remain longer on the grounds than is actually necessary. Should such implements or materials be left on the grounds, the Sexton shall cause the same to be removed to some suitable place at the owner's cost. All employed in construction upon the lots and grounds of the cemeteries shall be subject to the control and direction of the Sexton. Anyone failing to conform to this regulation and the other requirements of this chapter shall not thereafter be permitted to work on the grounds.

**12.70.200 Fees.**

The cost of lots, burial permits, stone setting permits, grave openings, exhumations, transfer fees, licenses and any other fee associated with the operation of the municipal cemetery shall be reviewed periodically by the Public Properties & Outdoor Spaces Board approved by the Governing Body to be included in the Valley Center Schedule of Licenses, Permits and Fees.

**12.70.210 General penalty section.**

Anyone found to be in violation of this chapter shall be fined a sum not to exceed one thousand dollars (\$1,000.00) or confinement for a period of time not to exceed one hundred eighty (180) days, or both such fine and incarceration.

**12.70.220 Repeal of Existing Chapter 12.70 Cemeteries**

The existing provision and subsections of Chapter 12.70 Cemeteries are hereby repealed.

**12.70.230 Effective Date: Publication**

This Ordinance, Chapter 12.70 Cemeteries, will take effect on its publication in the official city newspaper.

Passed and approved by the governing board of the City of Valley Center on this 1st day of March, 2022.

First Reading; February 15, 2022

Second Reading: March 1, 2022





*Kristi Carrithers*

Kristi Carrithers, City Clerk

*Lou Cicirello*

Lou Cicirello, Mayor

**PASSED AND APPROVED by the Governing Body of the City of Valley Center, Kansas,  
this 6<sup>th</sup> day of December 2011.**

{SEAL}

---

Michael McNown, Mayor

ATTEST:

---

Kristine A. Polian, City Clerk

**CONSENT AGENDA**

- A. APPROPRIATION ORDINANCE – SEPTEMBER 17, 2024**
- B. TREASURER’S REPORT–AUGUST 2024**
- C. CHECK RECONCILIATION - AUGUST 2024**
- D. PLANNING AND ZONING BOARD MINUTES – AUGUST 27, 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 September 17, 2024, as prepared by City Staff.

**September 17, 2024, Appropriation**

<b>Total</b>	<b>\$ 1,787,859.07</b>
--------------	------------------------

VENDOR SET: 02 City of Valley Center

BANK: \* ALL BANKS

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

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
1360	ABCD TECH							
C-CHECK	ABCD TECH	VOIDED	V	8/30/2024		057105		45.00CR

* * T O T A L S * *		NO	INVOICE AMOUNT		DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		0	0.00		0.00	0.00
HAND CHECKS:		0	0.00		0.00	0.00
DRAFTS:		0	0.00		0.00	0.00
EFT:		0	0.00		0.00	0.00
NON CHECKS:		0	0.00		0.00	0.00
VOID CHECKS:		1 VOID DEBITS	0.00			
		VOID CREDITS	45.00CR	45.00CR	0.00	

TOTAL ERRORS: 0

		NO	INVOICE AMOUNT		DISCOUNTS	CHECK AMOUNT
VENDOR SET: 02	BANK: *	1	45.00CR		0.00	0.00
TOTALS:						
BANK: *	TOTALS:	1	45.00CR		0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	JESSICA GREENLEE							
I-000202408272183	RESTITUTION	R	8/30/2024	100.00		057087		100.00
1	JOINER, JENNY							
I-000202408272187	US REFUND	R	8/30/2024	516.14		057088		516.14
0090	MCCULLOUGH EXCAVATION INC							
I-202408272192	MCCULLOUGH EXCAVATION INC	R	8/30/2024	104,896.15		057089		104,896.15
0110	LKM - LEAGUE OF KANSAS MUNICIP							
I-202408272181	LKM - LEAGUE OF KANSAS MUNICIP	R	8/30/2024	120.00		057090		120.00
0129	JCI INDUSTRIES INC							
I-202408262178	JCI INDUSTRIES INC	R	8/30/2024	2,107.15		057091		2,107.15
0150	AT&T MOBILITY							
I-202408262175	AT&T MOBILITY	R	8/30/2024	265.41		057092		265.41
0254	CITY OF WICHITA							
I-202408262172	CITY OF WICHITA	R	8/30/2024	187,417.79		057093		187,417.79
0329	UNRUH EXCAVATING LLC							
I-202408272191	UNRUH EXCAVATING LLC	R	8/30/2024	364,485.59		057094		364,485.59
0552	WICHITA AREA METROPOLITAN PLAN							
I-202408272189	WICHITA AREA METROPOLITAN PLAN	R	8/30/2024	10,015.44		057095		10,015.44
0587	DELL FINANCIAL SERVICES, LLC							
I-202408262179	DELL FINANCIAL SERVICES, LLC	R	8/30/2024	561.68		057096		561.68
0623	CORE & MAIN							
I-202408272180	CORE & MAIN	R	8/30/2024	7,061.18		057097		7,061.18
0778	SHELLEY ELECTRIC							
I-202408262177	SHELLEY ELECTRIC	R	8/30/2024	150.00		057098		150.00
0824	GALLS, LLC							
I-202408272182	GALLS, LLC	R	8/30/2024	24.38		057099		24.38
1004	IMAGINE IT, INC.							
I-202408272186	IMAGINE IT, INC.	R	8/30/2024	977.50		057100		977.50
1162	CUT RATES LAWN CARE LLC							
I-202408262174	CUT RATES LAWN CARE LLC	R	8/30/2024	953.40		057101		953.40

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
1234	FLEET FUELS LLC							
I-202408262176	FLEET FUELS LLC	R	8/30/2024	1,041.06		057102		1,041.06
1261	MSA PROFESSIONAL SERVICES, INC							
I-202408272185	MSA PROFESSIONAL SERVICES, INC	R	8/30/2024	410.00		057103		410.00
1286	MCCOWNGORDON CONSTRUCTION, LLC							
I-202408272193	MCCOWNGORDON CONSTRUCTION, LLC	R	8/30/2024	1,048,039.08		057104		1,048,039.08
1360	ABCD TECH							
I-202408272188	ABCD TECH	V	8/30/2024	45.00		057105		45.00
1360	ABCD TECH							
M-CHECK	ABCD TECH	VOIDED	V	8/30/2024		057105		45.00CR
0035	BARRY ARBUCKLE							
I-202409042223	BARRY ARBUCKLE	R	9/06/2024	800.00		057110		800.00
0042	LARRY LINN							
I-202409042219	LARRY LINN	R	9/06/2024	1,700.00		057111		1,700.00
0050	CITY OF NEWTON							
I-202409032204	CITY OF NEWTON	R	9/06/2024	200.00		057112		200.00
0077	KANSAS OFFICE OF THE TREASURER							
I-202409042218	KANSAS OFFICE OF THE TREASURER	R	9/06/2024	2,420.54		057113		2,420.54
0110	LKM - LEAGUE OF KANSAS MUNICIP							
I-202409042215	LKM - LEAGUE OF KANSAS MUNICIP	R	9/06/2024	150.00		057114		150.00
0113	VALLEY PRINT LOGISTICS							
I-202409052227	VALLEY PRINT LOGISTICS	R	9/06/2024	650.57		057115		650.57
0156	BEALL & MITCHELL, LLC							
I-202409042221	BEALL & MITCHELL, LLC	R	9/06/2024	1,850.00		057116		1,850.00
0179	INTERLINGUAL INTERPRETING SERV							
I-202409042206	INTERLINGUAL INTERPRETING SERV	R	9/06/2024	90.00		057117		90.00
0183	KANSAS ONE-CALL SYSTEM, INC							
I-202409042210	KANSAS ONE-CALL SYSTEM, INC	R	9/06/2024	346.80		057118		346.80
0196	P E C (PROFESSIONAL ENGINEERIN							
I-202409052230	P E C (PROFESSIONAL ENGINEERIN	R	9/06/2024	23,204.40		057119		23,204.40

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0224	SUMNERONE, INC.							
I-202409032203	SUMNERONE, INC.	R	9/06/2024	69.53		057120		69.53
0226	RURAL WATER DISTRICT #2							
I-202409032196	RURAL WATER DISTRICT #2	R	9/06/2024	17.54		057121		17.54
0306	SEDGWICK COUNTY							
I-202409042224	SEDGWICK COUNTY	R	9/06/2024	2,021.99		057122		2,021.99
0457	CHRISTOPHER MICHAEL LEE DAVIS,							
I-202409042220	CHRISTOPHER MICHAEL LEE DAVIS,	R	9/06/2024	125.00		057123		125.00
0498	BRYAN'S HEATING & AIR CONDITIO							
I-202409042207	BRYAN'S HEATING & AIR CONDITIO	R	9/06/2024	1,253.50		057124		1,253.50
0601	JOY K. WILLIAMS, ATTORNEY AT L							
I-202409042222	JOY K. WILLIAMS, ATTORNEY AT L	R	9/06/2024	1,350.00		057125		1,350.00
0799	ELITE FRANCHISING INC DBA JANI							
I-202409032195	ELITE FRANCHISING INC DBA JANI	R	9/06/2024	2,021.40		057126		2,021.40
0824	GALLS, LLC							
I-202409032200	GALLS, LLC	R	9/06/2024	276.64		057127		276.64
0898	GREATER WICHITA YMCA							
I-202409032201	GREATER WICHITA YMCA	R	9/06/2024	50.00		057128		50.00
1004	IMAGINE IT, INC.							
I-202409042213	IMAGINE IT, INC.	R	9/06/2024	1,668.00		057129		1,668.00
1075	RED EQUIPMENT LLC.							
I-202409032197	RED EQUIPMENT LLC.	R	9/06/2024	1,847.51		057130		1,847.51
1082	T-MOBILE							
I-202409032202	T-MOBILE	R	9/06/2024	105.00		057131		105.00
1106	FOSTER DESIGN ASSOCIATES LLC							
I-202409042226	FOSTER DESIGN ASSOCIATES LLC	R	9/06/2024	5,070.00		057132		5,070.00
1162	CUT RATES LAWN CARE LLC							
I-202409042214	CUT RATES LAWN CARE LLC	R	9/06/2024	1,625.00		057133		1,625.00
1364	WICHITA METRO CRIME COMMISSION							
I-202409042208	WICHITA METRO CRIME COMMISSION	R	9/06/2024	300.00		057134		300.00



VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
1391	ARC PHYSICAL THERAPY PLUS LP							
I-202409042217	ARC PHYSICAL THERAPY PLUS LP	R	9/06/2024	35.00		057135		35.00
1392	WORKSTERPS, INC.							
I-202409042225	WORKSTERPS, INC.	R	9/06/2024	225.00		057136		225.00
1394	IDEATEK TELECOM, LLC.							
I-202409042212	IDEATEK TELECOM, LLC.	R	9/06/2024	1,771.92		057137		1,771.92
1398	KANSAS MOBILE THRONE							
I-202409042209	KANSAS MOBILE THRONE	R	9/06/2024	150.00		057138		150.00
1400	DONE RIGHT LAWN CARE LLC.							
I-202409052229	DONE RIGHT LAWN CARE LLC.	R	9/06/2024	600.00		057139		600.00
1	LIBERTY COMMUNITIES							
I-000202409032205	US REFUND	R	9/06/2024	5,736.99		057140		5,736.99

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	49	1,786,919.28	0.00	1,786,874.28
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 VOID DEBITS	0.00		
	VOID CREDITS	45.00CR	45.00CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 02 BANK: APBK TOTALS:	49	1,786,874.28	0.00	1,786,874.28

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	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
0110	BRENT CLARK							
I-202408272184	BRENT CLARK	R	8/30/2024	114.57		057106		114.57
0156	CLINT MILLER							
I-202408262173	CLINT MILLER	R	8/30/2024	250.00		057107		250.00
0148	DESIRAE WOMACK							
I-202409052228	DESIRAE WOMACK	R	9/06/2024	370.22		057108		370.22
0157	KYLE FIEDLER							
I-202409042216	KYLE FIEDLER	R	9/06/2024	250.00		057109		250.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	4	984.79	0.00	984.79
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 03 BANK: APBK TOTALS:	4	984.79	0.00	984.79
BANK: APBK TOTALS:	53	1,787,859.07	0.00	1,787,859.07
REPORT TOTALS:	53	1,787,859.07	0.00	1,787,859.07

## SELECTION CRITERIA

---

VENDOR SET: \* - All

VENDOR: ALL

BANK CODES: All

FUNDS: All

---

## CHECK SELECTION

CHECK RANGE: 057087 THRU 057140

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 – AUGUST 2024:**

MTD TREASURERS REPORT							
AS OF: AUGUST 31ST, 2024							
FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	M-T-D EXPENSES	CASH BASIS BALANCE	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
010-GENERAL FUND	2,185,535.59	199,139.93	214,690.07	2,169,985.45	0.00	6,195.12	2,176,180.57
020-SPECIAL PARKS AND REC	38,577.82	123.14	0.00	38,700.96	0.00	0.00	38,700.96
030-SPECIAL ALCOHOL AND DRUGS	13,816.68	49.26	0.00	13,865.94	0.00	0.00	13,865.94
040-POOL/REC SALES TAX	7,346,077.40	109,842.76	2,580,828.66	4,875,091.50	0.00	0.00	4,875,091.50
050-TIF FUND	1,586,085.17	4,039.03	382,625.43	1,207,498.77	0.00	0.00	1,207,498.77
110-EMPLOYEE BENEFITS	547,271.81	15,735.74	169,357.02	393,650.53	0.00	0.00	393,650.53
126-BUILDING EQUIP RESERVE	67,247.64	227.81	0.00	67,475.45	0.00	0.00	67,475.45
127-EQUIPMENT RESERVE	372,247.44	2,259.64	( 119.99)	374,627.07	0.00	0.00	374,627.07
130-FLEET MANAGEMENT FUND	57,674.24	123.14	20,573.88	37,223.50	0.00	0.00	37,223.50
140-LIBRARY	857.91	0.00	0.00	857.91	0.00	0.00	857.91
150-SPECIAL HIGHWAY	554,394.46	74,359.73	45,969.14	582,785.05	0.00	7.68	582,792.73
160-EMERGENCY EQUIPMENT	139,317.27	1,434.09	0.00	140,751.36	0.00	0.00	140,751.36
161-PUBLIC SAFETY TRAINING	8,467.66	320.00	0.00	8,787.66	0.00	0.00	8,787.66
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.	1,678.04	0.00	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	598,937.20	3,330.96	121,643.13	480,625.03	0.00	0.00	480,625.03
410-BOND & INTEREST	1,725,324.29	5,793.79	0.00	1,731,118.08	0.00	0.00	1,731,118.08
420-LAND BANK RESERVE	79,278.74	264.75	0.00	79,543.49	0.00	0.00	79,543.49
510-GIFTS AND GRANTS	6,836.70	24.63	0.00	6,861.33	0.00	0.00	6,861.33
520-STATE/FEDERAL GRANT MNGMT	431,504.68	1,446.91	0.00	432,951.59	0.00	0.00	432,951.59
610-WATER OPERATING	3,481,332.49	262,266.08	405,591.45	3,338,007.12	( 15,582.15)	715.62	3,354,304.89
612-STORMWATER UTILITY FUND	505,711.29	29,008.78	30,822.75	503,897.32	( 727.75)	0.00	504,625.07
613-SOLID WASTE UTILITY	165,193.20	50,916.13	46,025.49	170,083.84	28.47	0.00	170,055.37
619-WATER SURPLUS RESERVE	564,454.55	1,896.37	0.00	566,350.92	0.00	0.00	566,350.92
620-SEWER OPERATING	1,837,602.26	133,182.02	193,238.62	1,777,545.66	662.44	322.99	1,777,206.21
623-07 SEWER LOAN P & I	0.00	104,323.57	104,323.57	0.00	0.00	0.00	0.00
628-SEWER SURPLUS RESERVE	236,894.49	794.26	0.00	237,688.75	0.00	0.00	237,688.75
GRAND TOTAL	22,559,097.11	1,000,902.52	4,315,569.22	19,244,430.41	( 15,618.99)	7,241.41	19,267,290.81
	=====	=====	=====	=====	=====	=====	=====

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

**CONSENT AGENDA**

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

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

CHECK DATE: September 17, 2024 City Council Meeting Page 187  
CLEAR DATE: 0/00/0000 THRU 99/99/9999  
STATEMENT: 0/00/0000 THRU 99/99/9999  
VOIDED DATE: 0/00/0000 THRU 99/99/9999  
AMOUNT: 0.00 THRU 999,999,999.99  
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
BANK DRAFT:								
1000-001.000	8/09/2024	BANK-DRAFT	001862	KANSAS DEPT OF REVENUE	5,363.44CR	POSTED	A	8/14/2024
1000-001.000	8/09/2024	BANK-DRAFT	001863	KANSAS PAYMENT CENTER	950.75CR	POSTED	A	8/14/2024
1000-001.000	8/09/2024	BANK-DRAFT	001864	KPERS	25,402.95CR	POSTED	A	8/14/2024
1000-001.000	8/09/2024	BANK-DRAFT	001865	EMPOWER FINANCIAL	2,802.08CR	POSTED	A	8/14/2024
1000-001.000	8/09/2024	BANK-DRAFT	001866	IRS- DEPARTMENT OF THE TREASUR	25,088.54CR	POSTED	A	8/14/2024
1000-001.000	8/09/2024	BANK-DRAFT	001867	MID AMERICAN CREDIT UNION	423.46CR	POSTED	A	8/14/2024
1000-001.000	8/23/2024	BANK-DRAFT	001868	KANSAS DEPT OF REVENUE	5,507.60CR	POSTED	A	8/27/2024
1000-001.000	8/23/2024	BANK-DRAFT	001869	KANSAS PAYMENT CENTER	950.75CR	POSTED	A	8/22/2024
1000-001.000	8/23/2024	BANK-DRAFT	001870	KPERS	25,195.83CR	POSTED	A	8/27/2024
1000-001.000	8/23/2024	BANK-DRAFT	001871	EMPOWER FINANCIAL	2,899.00CR	POSTED	A	8/27/2024
1000-001.000	8/23/2024	BANK-DRAFT	001872	IRS- DEPARTMENT OF THE TREASUR	25,466.24CR	POSTED	A	8/27/2024
1000-001.000	8/23/2024	BANK-DRAFT	001873	MID AMERICAN CREDIT UNION	423.46CR	POSTED	A	8/22/2024
1000-001.000	8/27/2024	BANK-DRAFT	001880	ALLIED BENEFIT-ATF2	82,206.80CR	POSTED	A	8/31/2024
1000-001.000	8/30/2024	BANK-DRAFT	001874	KANSAS GAS SERVICE	848.53CR	POSTED	A	8/22/2024
1000-001.000	8/30/2024	BANK-DRAFT	001875	EVERGY KANSAS CENTRAL, INC.	26,572.08CR	POSTED	A	8/22/2024
1000-001.000	8/30/2024	BANK-DRAFT	001876	KANSAS DEPT OF REVENUE	1,443.62CR	POSTED	A	8/27/2024
1000-001.000	8/30/2024	BANK-DRAFT	001877	WEX BANK	8,299.68CR	POSTED	A	8/27/2024
1000-001.000	8/30/2024	BANK-DRAFT	001878	ENTERPRISE FLEET MANAGEMENT	20,573.88CR	POSTED	A	8/22/2024
1000-001.000	8/30/2024	BANK-DRAFT	001879	IRS- DEPARTMENT OF THE TREASUR	68.90CR	CLEARED	A	9/09/2024
1000-001.000	8/31/2024	BANK-DRAFT	001881	FLEXIBLE BENEFIT SERVICE CORPO	2,171.31CR	POSTED	A	8/31/2024
CHECK:								
1000-001.000	8/02/2024	CHECK	056994	WICHITA WINWATER WORKS CO.	387.30CR	POSTED	A	8/14/2024
1000-001.000	8/02/2024	CHECK	056995	BARRY ARBUCKLE	800.00CR	POSTED	A	8/14/2024
1000-001.000	8/02/2024	CHECK	056996	LARRY LINN	1,700.00CR	POSTED	A	8/14/2024
1000-001.000	8/02/2024	CHECK	056997	CITY OF WICHITA	2,548.00CR	POSTED	A	8/14/2024
1000-001.000	8/02/2024	CHECK	056998	LKM - LEAGUE OF KANSAS MUNICI	451.13CR	POSTED	A	8/14/2024
1000-001.000	8/02/2024	CHECK	056999	AT&T MOBILITY	37.60CR	POSTED	A	8/14/2024
1000-001.000	8/02/2024	CHECK	057000	BEALL & MITCHELL, LLC	1,850.00CR	POSTED	A	8/19/2024
1000-001.000	8/02/2024	CHECK	057001	GILMORE & BELL PC	1,500.00CR	POSTED	A	8/14/2024
1000-001.000	8/02/2024	CHECK	057002	P E C (PROFESSIONAL ENGINEERIN	8,124.40CR	POSTED	A	8/14/2024
1000-001.000	8/02/2024	CHECK	057003	SUMNERONE, INC.	205.11CR	POSTED	A	8/14/2024
1000-001.000	8/02/2024	CHECK	057004	RURAL WATER DISTRICT #2	17.54CR	POSTED	A	8/06/2024
1000-001.000	8/02/2024	CHECK	057005	CITY OF WICHITA	177,580.94CR	POSTED	A	8/07/2024
1000-001.000	8/02/2024	CHECK	057006	CHRISTOPHER MICHAEL LEE DAVIS,	125.00CR	POSTED	A	8/14/2024
1000-001.000	8/02/2024	CHECK	057007	JOY K. WILLIAMS, ATTORNEY AT L	1,350.00CR	POSTED	A	8/19/2024
1000-001.000	8/02/2024	CHECK	057008	H.M.S. LLC	239.94CR	POSTED	A	8/14/2024
1000-001.000	8/02/2024	CHECK	057009	GALLS, LLC	80.96CR	POSTED	A	8/14/2024
1000-001.000	8/02/2024	CHECK	057010	GREATER WICHITA YMCA	50.00CR	POSTED	A	8/19/2024
1000-001.000	8/02/2024	CHECK	057011	IMAGINE IT, INC.	1,747.61CR	POSTED	A	8/14/2024
1000-001.000	8/02/2024	CHECK	057012	T-MOBILE	105.00CR	POSTED	A	8/14/2024
1000-001.000	8/02/2024	CHECK	057013	CUT RATES LAWN CARE LLC	560.00CR	POSTED	A	8/14/2024
1000-001.000	8/02/2024	CHECK	057014	SITEONE LANDSCAPE SUPPLY	354.03CR	POSTED	A	8/14/2024
1000-001.000	8/02/2024	CHECK	057015	RED CARPET TROPHY	56.00CR	POSTED	A	8/07/2024

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

CHECK DATE: September 17, 2024 City Council Meeting Page 188  
CLEAR DATE: 0/00/0000 THRU 99/99/9999  
STATEMENT: 0/00/0000 THRU 99/99/9999  
VOIDED DATE: 0/00/0000 THRU 99/99/9999  
AMOUNT: 0.00 THRU 999,999,999.99  
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000-001.000	8/02/2024	CHECK	057016	JESSICA GREENLEE	100.00CR	POSTED	A	8/19/2024
1000-001.000	8/09/2024	CHECK	057017	CITY OF NEWTON	100.00CR	POSTED	A	8/19/2024
1000-001.000	8/09/2024	CHECK	057018	KANSAS MUNICIPAL UTILITIES	25.00CR	POSTED	A	8/19/2024
1000-001.000	8/09/2024	CHECK	057019	KANSAS OFFICE OF THE TREASURER	1,416.10CR	POSTED	A	8/19/2024
1000-001.000	8/09/2024	CHECK	057020	ARK VALLEY NEWS	360.96CR	POSTED	A	8/19/2024
1000-001.000	8/09/2024	CHECK	057021	KANSAS ONE-CALL SYSTEM, INC	288.00CR	POSTED	A	8/31/2024
1000-001.000	8/09/2024	CHECK	057022	APAC - KANSAS INC	2,593.50CR	POSTED	A	8/19/2024
1000-001.000	8/09/2024	CHECK	057023	SEDGWICK COUNTY	1,549.63CR	POSTED	A	8/19/2024
1000-001.000	8/09/2024	CHECK	057024	USA BLUEBOOK	70.51CR	POSTED	A	8/19/2024
1000-001.000	8/09/2024	CHECK	057025	B & B ELECTRIC MOTOR CO.	13,615.00CR	POSTED	A	8/19/2024
1000-001.000	8/09/2024	CHECK	057026	WICHITA KENWORTH	2,028.32CR	POSTED	A	8/19/2024
1000-001.000	8/09/2024	CHECK	057027	ELITE FRANCHISING INC DBA JANI	1,866.40CR	POSTED	A	8/19/2024
1000-001.000	8/09/2024	CHECK	057028	KONICA MINOLTA BUSINESS SOLUTI	173.44CR	POSTED	A	8/21/2024
1000-001.000	8/09/2024	CHECK	057029	GALLS, LLC	400.94CR	POSTED	A	8/19/2024
1000-001.000	8/09/2024	CHECK	057030	KANSASLAND TIRE	1,147.64CR	POSTED	A	8/19/2024
1000-001.000	8/09/2024	CHECK	057031	FIRST WIRELESS, INC.	1,460.00CR	POSTED	A	8/21/2024
1000-001.000	8/09/2024	CHECK	057032	CRAFCO, INC	277.00CR	POSTED	A	8/21/2024
1000-001.000	8/09/2024	CHECK	057033	PEARSON MATERIALS, LLC	1,261.83CR	POSTED	A	8/21/2024
1000-001.000	8/09/2024	CHECK	057034	CUT RATES LAWN CARE LLC	1,795.00CR	POSTED	A	8/19/2024
1000-001.000	8/09/2024	CHECK	057035	MURDOCK COMPANIES, INC.	203.40CR	POSTED	A	8/19/2024
1000-001.000	8/09/2024	CHECK	057036	CROSSROADS TRAILER	47.16CR	POSTED	A	8/19/2024
1000-001.000	8/09/2024	CHECK	057037	TROJAN TECHNOLOGIES	1,750.00CR	POSTED	A	8/19/2024
1000-001.000	8/09/2024	CHECK	057038	WICHITA THUNDER	3,000.00CR	POSTED	A	8/19/2024
1000-001.000	8/09/2024	CHECK	057039	LAMPTON WELDING SUPPLY CO., IN	14.75CR	POSTED	A	8/19/2024
1000-001.000	8/09/2024	CHECK	057040	ARC PHYSICAL THERAPY PLUS LP	70.00CR	POSTED	A	8/19/2024
1000-001.000	8/09/2024	CHECK	057041	IDEATEK TELECOM, LLC.	1,780.44CR	POSTED	A	8/19/2024
1000-001.000	8/09/2024	CHECK	057042	DONE RIGHT LAWN CARE LLC.	150.00CR	POSTED	A	8/19/2024
1000-001.000	8/09/2024	CHECK	057043	RED CARPET TROPHY	85.00CR	POSTED	A	8/14/2024
1000-001.000	8/09/2024	CHECK	057044	WICHITA-KIDD'S TOWING	165.00CR	POSTED	A	8/19/2024
1000-001.000	8/09/2024	CHECK	057045	THE WICHITA PUMP & SUPPLY CO.,	530.00CR	POSTED	A	8/27/2024
1000-001.000	8/09/2024	CHECK	057046	GENERAL PARTS GROUP	343.70CR	POSTED	A	8/27/2024
1000-001.000	8/09/2024	CHECK	057047	NEAL OWINGS	162.50CR	POSTED	A	8/14/2024
1000-001.000	8/16/2024	CHECK	057048	MIKE JOHNSON SALES, INC.	17.00CR	POSTED	A	8/27/2024
1000-001.000	8/16/2024	CHECK	057049	VALLEY PRINT LOGISTICS	326.76CR	POSTED	A	8/21/2024
1000-001.000	8/16/2024	CHECK	057050	AT&T MOBILITY	866.04CR	POSTED	A	8/22/2024
1000-001.000	8/16/2024	CHECK	057051	PEARSON CONSTRUCTION LLC	3,471.56CR	POSTED	A	8/21/2024
1000-001.000	8/16/2024	CHECK	057052	FREMAR CORPORATION VOIDED	11,752.29CR	VOIDED	A	8/16/2024
1000-001.000	8/16/2024	CHECK	057053	MERIDIAN ANALYTICAL LABS, LLC	744.00CR	POSTED	A	8/21/2024
1000-001.000	8/16/2024	CHECK	057054	ELITE FRANCHISING INC DBA JANI	155.00CR	POSTED	A	8/21/2024
1000-001.000	8/16/2024	CHECK	057055	WICHITA AREA BUILDERS ASSOCIAT	800.00CR	POSTED	A	8/21/2024
1000-001.000	8/16/2024	CHECK	057056	IMAGINE IT, INC.	7,849.72CR	POSTED	A	8/27/2024
1000-001.000	8/16/2024	CHECK	057057	FLEXIBLE BENEFIT SERVICE CORPO	212.25CR	POSTED	A	8/31/2024
1000-001.000	8/16/2024	CHECK	057058	WASTE CONNECTIONS OF KANSAS, I	46,025.49CR	POSTED	A	8/22/2024
1000-001.000	8/16/2024	CHECK	057059	UTILITY MAINTENANCE CONTRACTOR	500.00CR	POSTED	A	8/21/2024



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

CHECK DATE: September 17, 2024 City Council Meeting Page 189  
CLEAR DATE: 0/00/0000 THRU 99/99/9999  
STATEMENT: 0/00/0000 THRU 99/99/9999  
VOIDED DATE: 0/00/0000 THRU 99/99/9999  
AMOUNT: 0.00 THRU 999,999,999.99  
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000-001.000	8/16/2024	CHECK	057060	MCCOWNGORDON CONSTRUCTION, LLC	1,529,945.52CR	POSTED	A	8/21/2024
1000-001.000	8/16/2024	CHECK	057061	ABCD TECH	45.00CR	POSTED	A	8/21/2024
1000-001.000	8/16/2024	CHECK	057062	AT&T MOBILITY-CC	347.25CR	POSTED	A	8/27/2024
1000-001.000	8/16/2024	CHECK	057063	SITEONE LANDSCAPE SUPPLY	821.10CR	POSTED	A	8/22/2024
1000-001.000	8/16/2024	CHECK	057064	PERETO HEALTH	94.00CR	POSTED	A	8/22/2024
1000-001.000	8/16/2024	CHECK	057065	EVERGREEN RECYCLE LLC	30,000.00CR	POSTED	A	8/21/2024
1000-001.000	8/16/2024	CHECK	057066	DREAM AUTO CLINIC	925.00CR	POSTED	A	8/27/2024
1000-001.000	8/16/2024	CHECK	057067	ESTEBAN IBARRA	74.90CR	POSTED	A	8/22/2024
1000-001.000	8/21/2024	CHECK	057068	AFLAC	625.82CR	POSTED	A	8/31/2024
1000-001.000	8/21/2024	CHECK	057069	DELTA DENTAL OF KANSAS, INC.	2,801.80CR	OUTSTND	A	0/00/0000
1000-001.000	8/21/2024	CHECK	057070	SURENCY LIFE AND HEALTH	731.07CR	POSTED	A	8/31/2024
1000-001.000	8/23/2024	CHECK	057071	INTRUST CARD CENTER	12,506.16CR	POSTED	A	8/27/2024
1000-001.000	8/23/2024	CHECK	057072	HOLUB, STEVEN ADOLPH	49.50CR	OUTSTND	A	0/00/0000
1000-001.000	8/23/2024	CHECK	057073	CITY OF WICHITA	4,508.00CR	POSTED	A	8/28/2024
1000-001.000	8/23/2024	CHECK	057074	KDHE-BUREAU OF WATER	104,323.57CR	OUTSTND	A	0/00/0000
1000-001.000	8/23/2024	CHECK	057075	VALLEY PRINT LOGISTICS	110.00CR	POSTED	A	8/28/2024
1000-001.000	8/23/2024	CHECK	057076	MAYER SPECIALTY SERVICES	35,694.05CR	POSTED	A	8/28/2024
1000-001.000	8/23/2024	CHECK	057077	FREMAR CORPORATION	13,075.42CR	POSTED	A	8/27/2024
1000-001.000	8/23/2024	CHECK	057078	ENVIRONMENTAL SYSTEMS REVOIDED	2,970.00CR	VOIDED	A	8/23/2024
1000-001.000	8/23/2024	CHECK	057079	ARMSCOR CARTRIDGE INCORPORATED	1,540.00CR	POSTED	A	8/31/2024
1000-001.000	8/23/2024	CHECK	057080	MERIDIAN ANALYTICAL LABS, LLC	685.00CR	POSTED	A	8/28/2024
1000-001.000	8/23/2024	CHECK	057081	CENTRAL KEY & SAFE COMPANY, IN	526.00CR	POSTED	A	8/28/2024
1000-001.000	8/23/2024	CHECK	057082	FELD FIRE	1,050.00CR	POSTED	A	8/31/2024
1000-001.000	8/23/2024	CHECK	057083	CUT RATES LAWN CARE LLC	1,235.00CR	POSTED	A	8/27/2024
1000-001.000	8/23/2024	CHECK	057084	DONE RIGHT LAWN CARE LLC.	75.00CR	CLEARED	A	9/09/2024
1000-001.000	8/23/2024	CHECK	057085	HIS LIGHT ELECTRIC LLC	730.00CR	POSTED	A	8/27/2024
1000-001.000	8/23/2024	CHECK	057086	MOUNTAINLAND SUPPLY COMPANY	204.64CR	POSTED	A	8/31/2024
1000-001.000	8/30/2024	CHECK	057087	JESSICA GREENLEE	100.00CR	CLEARED	A	9/09/2024
1000-001.000	8/30/2024	CHECK	057088	JOINER, JENNY	516.14CR	POSTED	A	8/31/2024
1000-001.000	8/30/2024	CHECK	057089	MCCULLOUGH EXCAVATION INC	104,896.15CR	CLEARED	A	9/09/2024
1000-001.000	8/30/2024	CHECK	057090	LKM - LEAGUE OF KANSAS MUNICIP	120.00CR	CLEARED	A	9/09/2024
1000-001.000	8/30/2024	CHECK	057091	JCI INDUSTRIES INC	2,107.15CR	CLEARED	A	9/09/2024
1000-001.000	8/30/2024	CHECK	057092	AT&T MOBILITY	265.41CR	CLEARED	A	9/09/2024
1000-001.000	8/30/2024	CHECK	057093	CITY OF WICHITA	187,417.79CR	CLEARED	A	9/09/2024
1000-001.000	8/30/2024	CHECK	057094	UNRUH EXCAVATING LLC	364,485.59CR	CLEARED	A	9/09/2024
1000-001.000	8/30/2024	CHECK	057095	WICHITA AREA METROPOLITAN PLAN	10,015.44CR	CLEARED	A	9/09/2024
1000-001.000	8/30/2024	CHECK	057096	DELL FINANCIAL SERVICES, LLC	561.68CR	CLEARED	A	9/09/2024
1000-001.000	8/30/2024	CHECK	057097	CORE & MAIN	7,061.18CR	CLEARED	A	9/09/2024
1000-001.000	8/30/2024	CHECK	057098	SHELLEY ELECTRIC	150.00CR	CLEARED	A	9/09/2024
1000-001.000	8/30/2024	CHECK	057099	GALLS, LLC	24.38CR	CLEARED	A	9/09/2024
1000-001.000	8/30/2024	CHECK	057100	IMAGINE IT, INC.	977.50CR	CLEARED	A	9/09/2024
1000-001.000	8/30/2024	CHECK	057101	CUT RATES LAWN CARE LLC	953.40CR	OUTSTND	A	0/00/0000
1000-001.000	8/30/2024	CHECK	057102	FLEET FUELS LLC	1,041.06CR	CLEARED	A	9/09/2024
1000-001.000	8/30/2024	CHECK	057103	MSA PROFESSIONAL SERVICES, INC	410.00CR	CLEARED	A	9/09/2024

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

CHECK DATE: September 17, 2024 City Council Meeting Page 190  
CLEAR DATE: 0/00/0000 THRU 99/99/9999  
STATEMENT: 0/00/0000 THRU 99/99/9999  
VOIDED DATE: 0/00/0000 THRU 99/99/9999  
AMOUNT: 0.00 THRU 999,999,999.99  
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	---AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000-001.000	8/30/2024	CHECK	057104	MCCOWNGORDON CONSTRUCTION, LLC	1,048,039.08CR	CLEARED	A	9/09/2024
1000-001.000	8/30/2024	CHECK	057105	ABCD TECH	45.00CR	OUTSTND	A	0/00/0000
1000-001.000	8/30/2024	CHECK	057106	BRENT CLARK	114.57CR	OUTSTND	A	0/00/0000
1000-001.000	8/30/2024	CHECK	057107	CLINT MILLER	250.00CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1000-001				CHECK	TOTAL:	3,786,667.21CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	262,658.90CR		
TOTALS FOR POOLED CASH FUND				CHECK	TOTAL:	3,786,667.21CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	262,658.90CR		

**CONSENT AGENDA**

**D. PLANNING AND ZONING BOARD MINUTES – AUGUST 27, 2024:**

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

Tuesday, August 27, 2024      7:00 P.M.

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

**Members Absent:** Gary Janzen

**City Staff Present:** Kyle Fiedler, Brittney Ortega and Brent Clark

**Audience:** Lloyd Spencer and Keri Spencer

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

**APPROVAL OF DRAFT MINUTES:** Spranger made a motion to approve the July 23, 2024, meeting minutes. The motion was seconded by Conway. Motion passed unanimously.

**COMMUNICATIONS:** None

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

1. Review of V-2024-02, application of Carolyn Riley, pursuant to City Code 17.10.08, who is petitioning for a fence height variance from 6 feet in height to 8 feet in height located at 815 Butler Street, Valley Center, KS 67147.

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

Fiedler gave a summary of his staff report. Notices were sent to the surrounding property owners as well as published in the *Ark Valley News*. There has been no correspondence in opposition to this application. Staff is recommending this application be approved for the fence to be at 8 feet only for the sections that were previously at this height. Pictures were supplied for reference.

Spranger closed the hearing for comments from the public: 7:07 PM

Based on the City Staff recommendations, public comments, and discussion by the Planning and Zoning Board, Spranger made a motion to approve V-2024-02. Motion was seconded by Shellenbarger. The vote was three in favor and two opposed. Motion passed.

2. Review of V-2024-03, application of Lloyd and Keri Spencer, pursuant to City Code 17.10.08, who are petitioning for two variances with one being

an accessory building to be larger than the square footage limit of 720 and construct an accessory building of 1,600 square feet. The second request is for a larger driveway, the maximum allowed is 30 feet in width and the applicant would like to construct a driveway width of 40 feet. The property is addressed as 200 S Colby Street, Valley Center, KS 67147.

Spranger opened the hearing for comments from the public: 7:09 PM

Fiedler gave a summary of his staff report. Public notices were sent to the surrounding property owners as well as published in the *Ark Valley News*. One property owner reached out and expressed their opposition to the application due to the size of the proposed building. Brief discussion was had between the applicant and board in regard to the height of the proposed building. Staff is recommending approval of this application.

Spranger closed the hearing for comments from the public: 7:16 PM

Based on the City Staff recommendations, public comments, and discussion by the Planning and Zoning Board, Spranger made a motion to approve V-2024-03. Motion was seconded by Conway. The vote was three in favor and two opposed.

**OLD/UNFINISHED BUSINESS:** None

**NEW BUSINESS:** An updated presentation was given on the comprehensive plan by Foster Design Associates. This included the planning process, timelines, population trends and land use.

**STAFF REPORTS:** Kyle Fiedler, Community Development Director, formally introduced himself to the board. Discussion was had about the open seat on the PZB.

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

Gary Janzen - absent

Paul Spranger - none

Rick Shellenbarger - none

Scot Phillips - none

Steve Conway - none

Dalton Wilson - none

**ADJOURNMENT OF THE PLANNING AND ZONING BOARD/BOARD OF ZONING APPEALS MEETING:** At 8:51 P.M., a motion was made by Spranger to adjourn and seconded by Conway. The vote was unanimous, and the meeting was adjourned.

Respectfully submitted,

---

/s/ Kyle Fiedler, Secretary

---

Gary Janzen, Chairperson

## **STAFF REPORTS**

**A. Community Development Director Fiedler**

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

**C. Public Safety Director Newman**

**D. Public Works Director Eggleston**

**E. City Engineer- Scheer**

**F. City Attorney Arbuckle**

**G. 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**