



CITY COUNCIL AGENDA

January 21, 2025

***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 – January 7, 2025
- 7. PRESENTATIONS / PROCLAMATIONS p 10**
 - A. Public Safety Positions
- 8. PUBLIC FORUM (*Citizen input and requests*) p 10**
- 9. APPOINTMENTS p 10**
 - A. Appointment – Economic Development Board p 10
- 10. OLD BUSINESS p 11**
 - A. Ordinance 1417-25; Solar Energy Conversion Systems p 11
 - B. Financial Banking Services p 18
- 11. NEW BUSINESS p 22**
 - A. Rio Bella Bid Award – Pearson Construction p 22
 - B. Approval of Construction Contract – Pearson Construction p 27
 - C. Approval of Amendment to Professional Services Agreement - Garver p 55
 - D. Approval of RFP – 2025 Roadway Upgrade Services p 62
 - E. Approval of RFP – 2025 Water Well Services p 74
 - F. Ordinance 1418-25; Amend Nuisance Regulations p 85
- 12. CONSENT AGENDA p 89**
 - A. Appropriation Ordinance – January 21, 2025 p 90
 - B. Senior Center Agreement with Sedgwick County p 98
 - C. Economic Development Board Minutes – January 8, 2025. p 120
- 13. STAFF REPORTS p 122**
- 14. GOVERNING BODY REPORTS p 123**

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 or by phone at (316)755-7310.

For additional information on any item on the agenda, please visit 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 January 7, 2025, regular City Council Meeting as prepared by the City Clerk.

REGULAR COUNCIL MEETING

January 7, 2025

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, Gina Gregory, Dale Kerstetter, Chris Evans and Matt Stamm.

Members Absent: Ben Anderson

Staff Present: Kyle Fiedler, Community Development Director
Rodney Eggleston, Public Works Director
Lloyd Newman, Public Safety Director
Clint Miller, Finance Director
Barry Arbuckle, City Attorney
Kristi Carrithers, City Clerk/HR Director
Brent Clark, City Administrator

Press present: Ark Valley News

APPROVAL OF AGENDA

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

ADMINISTRATION AGENDA –

DECEMBER 17, 2024, CITY COUNCIL MINUTES-

Bass moved to approve the minutes of the December 17, 2024, City Council meeting as presented, seconded by Stamm. Vote Aye: Unanimous. Motion Carried.

PRESENTATIONS/PROCLAMATIONS –

PUBLIC FORUM –

APPOINTMENTS –

OLD BUSINESS –

A. ORDINANCE 1416-24; ESTABLISHMENT OF NO PARKING ZONE ON WAKEFIELD AVE.

Administrator Clark explained that this Ordinance establishes a no parking zone along one side of N. Wakefield. Kerstetter inquired how it was determined to make a no parking zone along the full length of the street when the request by the resident was just for the corner. Clark and Newman stated that the narrowness of the street makes it very difficult for emergency vehicles to pass between parked vehicles. Parking would be allowed on the side of the street opposite from the fire hydrants, mailboxes and sidewalk. The HOA already has restrictions in place for overnight street parking so this would allow the HOA to enforce this restriction.

Kerstetter asked for history of the no parking zone along 3rd. Street.

Bass moved to approve for 2nd. reading Ordinance 1416-24 establishing a no parking zone on North Wakefield. Motion seconded by Colbert. Vote Yea: unanimous Motion carried.

NEW BUSINESS-

A. RESOLUTION 773-25; UPDATE OF CITY BOUNDARY LEGAL DESCRIPTION

Updates to boundaries need to be sent to Sedgwick County on annual basis if annexations or de-annexation occur. Administrator Clark presented Resolution 773-25 that will be submitted following Council approval. Evans moved to approve Resolution 773-25 updating the City of Valley Center boundary legal descriptions. Motion seconded by Kerstetter. Vote Yea: unanimous Motion carried

B. APPROVAL OF WATER/SEWER RATES 2025

Finance Director Miller requested approval of water and sewer rates for 2025. He reminded Council of the Wichita rate history and that much financial thought is considered for Valley Center rates. As the water fund balance is currently healthy, city staff are comfortable in not raising rates by the 7.18% to 7.28% that the City of Wichita is increasing. He requested increasing sewer rates and water rates but keep all base rates the same as 2024. Kerstetter thanked Miller for showing the historical rate increases. It was noted that as long as we purchase water from Wichita we are tied to their increases. Our water treatment plant should be operational by 2027.

Evans moved to approve proposed 2025 water/sewer rates for the City of Valley Center.

- Increase sewer rates by the standard 2.5%
- Increase water rates for tier 1, 2, and 3 by 4.5%
- Keep all base rates the same as 2024

Gregory seconded the motion. Vote Aye: Unanimous. Motion carried.

C. ORDINANCE 1417-25; SOLAR ENERGY CONVERSION SYSTEMS

Comm. Dev. Director Fiedler presented Ordinance No. 1417-25, which amends the Valley Center City Code Book to provide a regulatory scheme for the construction and operation of Solar Energy Conversion Systems for 1st reading. He stated that Halstead has an Ordinance but it is only for battery storage not solar. Sedgwick County has not passed an Ordinance, but Fiedler would like Valley Center to be proactive not reactive. Any requests would have to follow current zoning regulations. Fiedler did state that he plans to make one minor change prior to the second reading. Giving a definition of the word "Forbs"

Council discussed existing solar panels on residential or commercial properties, fire suppression and current capabilities of our department as well as how other Cities are addressing this topic.

Wilson moved to approve Ordinance 1417-25 for 1st reading. Motion seconded by Gregory. Vote Yea: Colbert, Wilson, Gregory, Stamm. Opposed Bass and Kerstetter. Evans did not vote. Due to uncertainty on final vote, Mayor Truman called for a roll call vote. Vote Yea: Colbert, Wilson, Gregory, Evans and Stamm. Opposed Bass and Kerstetter. Motion carried.

CONSENT AGENDA

A. APPROPRIATION ORDINANCE – JANUARY 7, 2025

B. DELINQUENT ACCOUNT REPORT – OCTOBER 2024

C. PLANNING AND ZONING BOARD MINUTES – DECEMBER 19, 2024

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

STAFF REPORTS**COMMUNITY DEVELOPMENT DIRECTOR FIEDLER**

Reminded Council about the upcoming home show beginning January 30th. He will be seeking volunteers to work in the booth.

PUBLIC WORKS DIRECTOR EGGLESTON

Eggleston reported that his department was out working the streets the previous weekend due to the snowstorm. He stated that the brine truck was out of operation. Indicators flags were put along the curbouts along Meridian so that plows wouldn't hit them. They will be removed following snow removal.

Work on South Meridian is stopped due to the extreme cold. The streetlights along North Meridian have been installed.

Wilson asked why the curbs on the west side of south Meridian had to be replaced. Widening of sidewalks as well as new storm drainage installed necessitated the new curb.

Colbert inquired about the lack snow removal in his neighborhood. Eggleston stated they can look at it, but because his neighborhood is largely chip/seal streets the department must be very careful to not damage the surface.

FINANCE DIRECTOR MILLER

Reported that the transition from .org to .gov is almost complete.

Also reported that he was able to negotiate a lower fee for all credit card transactions.

CITY CLERK/HR DIRECTOR CARRITHERS

Stated that an opening in the Parks and Public Buildings Department is being advertised and applications are currently being accepted.

CITY ADMINISTRATOR CLARK

Looking forward to 2025.

GOVERNING BODY REPORTS-

MAYOR TRUMAN

Ready for the New Year.

COUNCILMEMBER COLBERT

Reported that January 21st is Senior Day with various activities planned.

COUNCILMEMBER BASS

Stated that the lights installed along North Meridian look great.

COUNCILMEMBER GREGORY

Announced that SCAC will be having a meeting January 11th. at the Kechi City Hall beginning at 8:30am

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

ADJOURN -

The meeting adjourned at 7:49 PM.

Kristi Carrithers, City Clerk/HR Director

ADMINISTRATION AGENDA
RECOMMENDED ACTION

A. MINUTES:

RECOMMENDED ACTION:

Staff recommends motion to approve the minutes of the January 7, 2025, Regular Council Meeting as presented/ amended.

PRESENTATIONS / PROCLAMATIONS

- Police Captain – Jason Easley
- Fire Lieutenant – Ben English

PUBLIC FORUM

APPOINTMENTS

Valley Center Economic Development Board

Ben Anderson – expires December 2026 (reappointment)
Tim Hoffman – expires December 2026 (reappointment)
Ron Colbert – expires December 2026 (reappointment)
Brian Haight – expires December 2026 (reappointment)
Randy Jackson – expires December 2026 (reappointment)
Brenda McGettigan – expires December 2026 (reappointment)

OLD BUSINESS

A. ORDINANCE 1417-25; SOLAR ENERGY CONVERSION SYSTEMS:

Community Development Director Fiedler will present Ordinance 1417-25 for 2nd reading. The ordinance for final approval does include a definition of “Forbs” and specified that the entire Energy Conversion System is required to have a six-foot fence surrounding it.

- Ordinance 1417-25

ORDINANCE NO. 1417-25

AN ORDINANCE OF THE CITY OF VALLEY CENTER, KANSAS, INCLUDING NEW PROVISIONS OF THE VALLEY CENTER CITY CODE BOOK CHAPTER 17.02.09 and 17.03.35, AND ALL CONFLICTING ORDINANCES, AND AMENDING CHAPTER 17.03 SECTIONS 36-99 NUMBERING.

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

Section 1. 17.02.09 Definitions. The following definition shall be included in the zoning regulations and used in the interpretation and construction of the regulations:

SOLAR ENERGY CONVERSION SYSTEM (SECS): Any device or assembly of devices that is ground installed and uses solar energy from the sun for generating electricity for the primary purpose of wholesale or retail sale and not primarily for consumption on the property on which the device or devices reside.

Section 2. 17.03.35 Solar Energy Conversion Systems.

- A. **Statement of Purpose.** It is the purpose of these regulations to provide a regulatory scheme for the construction and operation of Solar Energy Conversion Systems (SECS) in the City of Valley Center and the surrounding three-mile jurisdiction area, subject to reasonable restrictions, which will promote the conversion of solar energy to electricity, while preserving the public health and safety.
- B. **Findings.** Valley Center finds that solar energy is an abundant renewable and nonpolluting energy resource and that its conversion to electricity will help to reduce dependence on nonrenewable energy resources and thereby decrease the air and water pollution that results from the use of conventional energy sources. Solar energy systems also enhance the reliability and power quality of the power grid, reduce peak power demands and help diversify the state's energy supply portfolio. It is also recognized that issues related to aesthetics, safety, noise, and effects on nearby property values are important in the siting and installation of SECS in Valley Center and the surrounding area. Therefore, it is necessary to standardize and streamline the proper issuance of permits for SECS so that this clean renewable energy resource can be utilized in a cost-effective and timely manner.
- C. **Definitions.** The following definitions should be used in the interpretation of this article:

ABANDONMENT: means, without limitation to have ceased to be maintained, discarded, left deserted, or control of a SECS being given up.

ACCESSORY USE: A subordinate use which serves as an incidental function to the main use of the premises.

AGRIVOLTAICS: The use of land for both agriculture and solar energy production.

BATTERY ENERGY STORAGE SYSTEM (BESS): One or more devices, assembled together, capable of storing electrical energy from renewable sources to supply electrical energy at a future time and has some form of fire suppression built in.

BATTERY ENERGY STORAGE FACILITY (BESF): Is a dedicated facility that houses a BESS and all the necessary infrastructure to operate at a utility-level scale, including transformers, cooling systems and safety equipment.

FEEDER LINE: Any power line that carries electrical power from one or more solar arrays or electric storage facility, or individual transformers associated with individual solar arrays or electric storage facilities to the point of interconnection with the electric power grid. In the case of interconnection with the high voltage transmission systems the point of interconnection shall be the substation serving the SECS.

FORB: A herbaceous flowering plant other than a grass, which is a vascular plant that does not have persistent woody stems above ground. Many perennials, and nearly all annuals and biennials would qualify and native forbs of Kansas would be recommended.

OPERATOR: The person(s) claiming ownership to the SECS and all associated equipment exclusive of the real estate upon which it is sited.

OWNER: The person(s) having title to the real property upon which a SECS is sited.

SOLAR ENERGY CONVERSION SYSTEM (SECS): An electrical generating facility comprised of one or more devices that is ground installed and uses solar energy from the sun for generating electricity for the primary purpose of wholesale or retail sale and not primarily for consumption on the property on which the device or devices reside. The following facilities are included as permitted as part of a SECS: storage for generated electricity and all appurtenant facilities of such systems, including, but not limited to, roads, transformers, substations and operations or maintenance buildings as specified in the permit application.

D. Solar Energy Conversion System Requirements Solar Energy Conversion Systems (SECS) are allowed in I (Industrial) zoned districts, subject to the following requirements:

1. Compliance with all I zone regulations in Section 17.04.11.
2. Six-foot fencing around the entire SECS is required, in addition to compliance with all screening and landscaping requirements in Section 17.03.36.
3. Site Plan Review – A site plan must be submitted for review in accordance with Section 17.12.05. In addition to the requirements of Section 17.12.05, please include;
 - a. Location and spacing of solar devices
 - b. Planned location of underground and overhead lines
 - c. Location of substation facilities, BESF and other facilities
4. Engineered Drawings - Building permit applications for SECS, BESS and BESF shall be accompanied by standard drawings of the solar devices and stamped engineered drawings of the device structure, base, footings, and/or foundation as provided by the manufacturer and any building.
5. Compliance with the National Electric Code (NEC) - Applications for SECS shall be

accompanied by a line drawing of the electrical components in sufficient detail to allow for a determination that the manner of installation conforms to the most current NEC and article 690, as well as NEC article 706 for a BESS.

6. Compliance with Fire Code– Applications for SECS shall comply with all local, state and federal fire code regulations. SECS that include a BESS shall be accompanied by plans compliant with National Fire Protection Association (NFPA) Standard 885 in addition to all other local, state and federal regulations. At minimum, the following standards apply to the battery energy storage facilities of a system:
 - a. Battery energy storage facility (BESF), including all mechanical equipment, shall be enclosed by a fence with a self-locking gate to prevent unauthorized access unless housed in a dedicated use building;
 - b. The area within 10 feet of each side of a BESF shall be cleared of combustible vegetation and surfaced with gravel or other non-combustible surfacing; and
 - c. Meet the Underwriters Laboratories (UL) 9450A Test Method.
7. Signage for the BESF shall comply with American National Standards Institute Z535 and shall include the type of technology associated with the BESF, whether there are any special hazards, the type of suppression system installed in the area of the BESF and 24-hour emergency contact information. As required by the NEC, disconnection and other emergency management information shall be clearly displayed on a light reflective surface. A clearly visible warning sign concerning voltage shall be placed at the base of all pad-mounted transformers and substations.
8. Utility Notification - No SECS shall be installed until the utility company has been informed of the customer's intent to install an interconnected customer-owner generator.
9. Insurance - Additional insurance beyond the property owners' or homeowners' coverage shall not be required by this regulation.
10. Abandonment – A decommissioning and reclamation plan should be submitted to the City during the permitting process to ensure that facilities are properly removed after their useful life. The plan shall include the following conditions and requirements:
 - a. The decommissioning of a solar array may occur in the event any solar array is not in use for 12 consecutive months unless the City Council approves a request to maintain the facility. If a solar array has not been in use for 12 consecutive months, the City Code Enforcement Officer may issue a notice of abandonment to the owner and the operator. The owner or operator shall have the right to respond to the notice of abandonment within 30 days from the receipt of such notice. The City Code Enforcement Officer may withdraw a notice of abandonment if the owner or the operator provides sufficient information to demonstrate that the system has not been abandoned. Such information may include documentation or certification by the local electric utility, or that the owner or the operator is actively pursuing a plan, including specified steps and a proposed schedule to bring the system back into service. If the City Code Enforcement Officer does not withdraw a notice of abandonment, the owner or the operator shall have one year to complete decommissioning of the system in accordance with the decommissioning and reclamation plan;
 - b. the decommissioning and reclamation plan shall include provisions for removal of all structures, foundations, underground wiring and all materials foreign to the site

prior to installation of the system, except that any cables that are buried deeper than 36 inches underground may remain on the site if a map of the buried lines is provided to Kansas one-call, and is recorded with the deed of the property containing the buried cables;

- c. the decommissioning and reclamation plan shall ensure the site will be reclaimed to a useful, nonhazardous condition without delay by providing for the regrading and seeding of the land and revegetation of reclaimed soil areas with crops or native seed mixes;
 - d. the decommissioning and reclamation plan shall include a description of how any changes to the surrounding areas and systems adjacent to the battery energy storage facility, including, but not limited to, structural elements, means of egress, and required fire detection suppression systems, will be protected during decommissioning and approved after the system is removed;
 - e. the decommissioning and reclamation plan shall provide that soil shall be tested following removal of equipment and compared with preliminary soil testing to evaluate any soil contamination to determine whether a remediation program is needed;
 - f. the decommissioning and reclamation plan shall require all concrete and other materials used in the construction of the site to be removed and appropriately discarded in accordance with all solid and hazardous waste regulations;
 - g. the decommissioning and reclamation plan may incorporate agreements with the landowner regarding the decommissioning requirements of such system relating to access roads, fences, gates or repurposed buildings or restoration of agricultural crops or forest resource land; and
 - h. the decommissioning and reclamation plan shall include estimated decommissioning costs and the method for ensuring that financing will be available for such decommissioning and reclamation. The applicant shall provide the basis for the cost estimates and shall include a mechanism for calculating adjusted costs over the life of the project.
11. Concurrent use of Land – A system shall be designed to accommodate concurrent use of the land for livestock grazing, row crops or other agrivoltaics uses or shall contain a diverse array of native grasses and forbs for native habitat under and between the rows of solar devices. The ground around and under the solar devices and the ground in designated buffer areas shall be planted and maintained with perennial vegetated ground cover or agricultural plants that are managed to prevent erosion and runoff.
12. Whenever the SECS and/or the property upon which the WECS is sited are transferred to new ownership, all requirements and responsibilities pertaining to the SECS are transferred to the new ownership.

Section 3. 17.03.36-17.03.40 Updated numbering to existing regulations, moving each section to the next numerical number after inserting Solar Energy Conversion Systems into 17.03.35.

Section 4. 17.03.41-17.03.99 Reserved.

Section 5. This Ordinance shall take effect and be in force from and after its passage, approval, and publication once in the official city newspaper.

**PASSED AND APPROVED by the Governing Body of the City of Valley Center, Kansas,
this 21st day of January 2025.**

First Reading: January, 7 2025

Second Reading: January, 21 2025

James E. Truman, Mayor

ATTEST:

Kristi Carrithers, City Clerk

{SEAL}

OLD BUSINESS

RECOMMENDED ACTION

A. ORDINANCE 1417-24; SOLAR ENERGY CONVERSION SYSTEMS:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 1417-25 regarding Solar Energy Conversion System for 2nd. reading.

OLD BUSINESS

B. FINANCIAL BANKING SERVICES:

Finance Director Miller will present information and request change to award financial banking services to Peoples Bank.

- Memo – Clint Miller

RFP For Banking Services – Additional Discussion

Update:

1. No contracts have been signed with Equity Bank yet. When the contracts arrived, the investment rate was different than what was previously understood.

Example: Hypothetical Federal Funds Rate of 3.99%

What I thought we were getting: 3.99% minus 25 basis points (.25%) = 3.74%

What the contracts that arrived to us had an example: 3.99% is in the “lower end of the federal funds rate” of 3.75%-4.00% range. All rates go into a .25 basis point spread and then we default to the lowest number in the range. So, the 3.99% becomes 3.75% at that lower end of the range and then we subtract .25% for a final rate of 3.50%

2. After the RFP results, there was one bank that was a bit upset and emailed me multiple times asking additional questions. I had ranked this bank dead last in the RFP process. Here is what happened:

1. This bank that I had ranked dead last listed “Operating Account – Public Funds Checks with corresponding IntraFi account” rate of 2%. This rate was well below what we were receiving from our current bank and the worst rate presented from all RFP participants. This 2% rate is the rate I rated them on.
2. However, this same bank also had a paragraph on “High Yield Savings Account”. This is not an item Valley Center uses or needs, so I skipped over the Savings Account paragraph.
3. Inside the paragraph on the Savings Account, this bank offered Valley Center the full 90-Day Treasury Note Rate, and I did not see it.

Conclusion:

1. Switching to Peoples will provide the City of Valley Center an additional \$4500 in annual savings over the previous winning bid chosen on December 17th.
2. This is a very strong bid we have been given. It has every component we were hoping to get out of the RFP process. This is the rate we were seeking and puts in line with Maize and other cities that have this rate for their banking services.
3. We have verbally committed to Equity Bank that they won the RFP. However, it is in Valley Centers best interests to go with Peoples Bank. Or suggestion is to change that commitment to Peoples Bank for the three-year RFP Banking Services process.

Peoples Bank Quick Info:

1. They are a 127-Year-old bank in Kansas.
2. Locations throughout Kansas in Wichita, Newton, McPherson, Hutchinson and eleven other cities.
3. One location in Wichita currently at 21st and 119th.
4. They are acquiring two additional branches in Wichita and will have three locations in Wichita in early April.
5. They will have \$1.5 billion in assets once that acquisition completes.
6. Amanda, Brent and I met with the bank President and three other individuals last week. They are friendly, professional and are all about building relationships.
7. They are interested in our banking services. They are also interested in bidding for IntraFi money and even possibly underwriting some of our future bond initiatives. They said they will be highly competitive on competing for any needs we might have.
8. Offered to buy our first round of checks on the Main Account.
9. Agreed to waive all fees for all accounts.
10. The accounts will be secured via IntraFi overnight cash sweep.

OLD BUSINESS

RECOMMENDED ACTION

B. FINANCIAL BANKING SERVICES:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion to switch the three-year RFP for Banking Services contract from Equity Bank to Peoples Bank.

NEW BUSINESS

A. RIO BELLA BID AWARD – PEARSON CONSTRUCTION:

Eric Glover, Garver will present information from the six bids for grading, storm water and paving improvements for the Rio Bella Addition. The lowest qualified bid was submitted by Pearson Construction.

- Project Memo
- Bid Tabulation
- Notice of Award



1995 Midfield Road
Wichita, KS 67209

TEL 316.264.8008

www.GarverUSA.com

January 21, 2025

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

From: Eric Glover - Garver

Subject: Approval of Rio Bella Addition Notice of Award

BACKGROUND

Rio Bella Addition to Valley Center is a large estate lot subdivision at the Southwest corner of 77th Street and West Street. Improvements include site grading, storm sewer, and paving.

PROPOSAL

Garver is requesting approval of the Notice of Award for this project.

FINANCIAL CONSIDERATION

Cost for construction and administration are paid for by petition, to be bonded and paid for by special assessment financing. Total Bid for the project being \$879,095.75. The City of Valley Center is paying for the cost difference between asphalt pavement and concrete pavement. The difference being \$242,280.50. Pearson has met all the requirements of the provisions in the contract.

SUMMARY

Garver is requesting approval of the Notice of Award of the Rio Bella Addition Paving Contract to Pearson Construction.

Sincerely,

Eric J Glover, P.E.
Municipal Team Lead
Garver

Notice of Award

Dated:

Project: Rio Bella Addition Paving Improvements	Owner: City of Valley Center	Owner's Contract No.:
Contract: Rio Bella Addition Paving Improvements		Engineer's Project No.: T41-2400100
Bidder: Pearson Construction		
Bidder's Address: (send Certified Mail, Return Receipt Requested)		
2901 N. Mead, Wichita, KS 67219		

You are notified that your Bid dated (12-11-24) for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Paving Improvements to Serve Rio Bella Addition

(Indicate total Work, alternates or sections or Work awarded.)

The Contract Price of your Contract is \$879,095.75 Eight Hundred Seventy-Nine Thousand Ninety-Five Dollars and Seventy-Five Cents.

(Insert appropriate data if Unit Prices are used. Change language for Cost-Plus contracts.)

3 copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [three] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), [and] General Conditions (See City of Valley Center Specifications) [and Supplementary Conditions (See City of Valley Center Specifications).]
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

By: _____
Owner
Authorized Signature

Title

Copy to Engineer

NEW BUSINESS

RECOMMENDED ACTION

A. RIO BELLA BID AWARD – PEARSON CONSTRUCTION:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends motion to award bid for improvements in the Rio Bella Addition to Pearson Construction and authorize Mayor or City Administrator to sign.

NEW BUSINESS

B. APPROVAL OF RIO BELLA CONSTRUCTION CONTRACT -PEARSON CONSTRUCTION:

Eric Glover, Garver will present information and construction contract for improvements in the Rio Bella Addition. Pearson Construction submitted the lowest qualified bid at \$879,095.75.

- Project Memo
- Bid Tab
- Construction Agreement



1995 Midfield Road
Wichita, KS 67209
TEL 316.264.8008
www.GarverUSA.com

January 21, 2025

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

From: Eric Glover - Garver

Subject: Approval of Rio Bella Addition Notice of Award

BACKGROUND

Rio Bella Addition to Valley Center is a large estate lot subdivision at the Southwest corner of 77th Street and West Street. Improvements include site grading, storm sewer, and paving.

PROPOSAL

Garver is requesting approval of the Contract to construct the Paving Improvements for this project.

FINANCIAL CONSIDERATION

Pearson Construction was the low bidder for the Rio Bella Addition Paving Improvements Project. (Bid Tabs attached to this memo). Cost for construction and administration are paid for by petition, to be bonded and paid for by special assessment financing. Total Bid for the project being \$879,095.75. The City of Valley Center is paying for the cost difference between asphalt pavement and concrete pavement. The difference being \$242,280.50.

SUMMARY

Garver is requesting approval of the Rio Bella Paving Contract for Pearson Construction.

Sincerely,

Eric J Glover, P.E.
Municipal Team Lead
Garver

BID FORM

Bidder: Pearson Construction LLC

Bid for: Paving Imp. to serve Rio Bella

Bid to: City of Valley Center, KS

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- (a) Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

<u>Date</u>	<u>Number</u>	<u>Date</u>	<u>Number</u>
<u>12/9/24</u>	<u>1</u>	<u> </u>	<u> </u>
<u>12/9/24</u>	<u>2</u>	<u> </u>	<u> </u>
<u>12/11/24</u>	<u>3</u>	<u> </u>	<u> </u>

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in the General Conditions, and accepts the determination set forth in the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to reply.

- (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
 - (e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in Accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions.
 - (f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
 - (g) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
 - (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. BIDDER will complete the Work for the following unit price(s):
(See attached Schedule of Prices, Page i-7 & i-8) .

5. BIDDER agrees that the Work will be substantially complete and completed and ready for final payment in accordance with the Construction Agreement Document for this project, and within the number of working days as indicated in the Construction Agreement Document for this project and hereafter.
 - (a) The BIDDER agrees to substantially complete the Project within 50 working days after issuance of the Notice to Proceed.
 - (b) BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time. Liquidated damages shall be \$ 750.00 per working day.
6. The following documents are attached to and made a condition of this Bid:
 - (a) Required Bid Security in the form 5% Bid Bond.
7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.
8. The Contract Documents have the meanings assigned to them in the General Conditions.

ACKNOWLEDGEMENT

It is understood that the right to waive any informalities or minor defects or reject any and all bids has been reserved by the Owner and that this bid may not be withdrawn for a period as specified in the Information for Bidders.

Dated this 11th day of December, 2024.

Bidder: Pearson Construction LLC

By: 

Title: Kurt Cornejo, President

Address: 2901 N. Mead St. Wichita, KS 67219

Bidder agrees to perform all Work described in the contract documents for the following unit prices or lump sum.

Item No.	Description	Quantity	Unit	Unit Price	Extension
1	Concrete Pavement, 6"	812	SY	55.00	44,660.00
2	Asphalt Pavement 5" (3" Base)	9889	SY	22.00	217,558.00
3	Crushed Rock Base 6", Reinforced	11465	SY	8.50	97,452.50
4	Conc. Curb, Median (8") Low Edge	170	LF	23.00	3910.00
5	Excavation	23914	CY	3.00	71,742.00
6	Compacted Fill (95%)	22130	CY	.70	15,491.00
7	24" RCP	62	LF	115.00	7130.00
8	36" RCP	62	LF	175.00	10,850.00
9	Light Stone Rip-Rap	317	SY	75.00	23,775.00
10	Concrete Flume	2377	LF	17.00	40,409.00
11	3" Grey Electrical Conduit	90	LF	28.00	2520.00
12	BMP, Construction Entrance	1	EA	1100.00	1100.00
13	BMP, Silt Fence	3810	LF	1.50	5715.00
14	BMP, Linear Sediment Barrier	57	EA	95.00	5415.00
15	Project Signage	1	LS	2450.00	2450.00
16	Project Seeding	1	LS	16,580.00	16,580.00
17	Site Clearing	1	LS	50,000 ⁰⁰	50,000 ⁰⁰
18	Site Restoration	1	LS	7000 ⁰⁰	7000 ⁰⁰
19	Contractor Furnished Testing	1	LS	13,057.75	13,057.75
PAVING PROJECT BID					636,815.25

Add/Alternate #1

TOTAL PAVING PROJECT BID (FROM ABOVE)					
1	Concrete Pavement, 6"	9889	SY	46.50	459,838.50
2	Deduct (Subtract) Item #2	-9889	SY	22.00	(217,558 ⁰⁰)
TOTAL ALTERNATE BID					879,095.75

The City reserves the right to make an award based upon the greatest benefit to the City and not necessarily on the lowest bid price. The City also reserves the right to accept or reject any or all proposals submitted.

Dated this 11th day of December, 2024.

Contractor: Pearson Construction LLC

By: Kurt Cornejo Title: President

Address: 2901 N. Mead St.

Wichita, KS 67219

Signature: 

ADDENDUM #1 – December 9th, 2024
PAVING IMPROVEMENTS
TO RIO BELLA ADDITION
BID DATE: December 11th, 2024 – 2:00 pm

-
- 1) Correction – The crushed rock base is shown in the plans as 6" and the bid tab says 5". The crushed rock base shall be 6", this change will be added to the revised bid form. The revised bid form must be used for all bids.
 - 2) Correction – This project will have an Add/Alternate for RCC pavement. The RCC will also be 6" thick to match the thickness shown in the cross sections. The cost of additional excavation for rock base shall be subsidiary to Rolled Compacted Concrete. This has been added to the revised bid form. The revised bid form must be used for all bids.
 - 3) Clarification – Garver will be providing the construction staking for the project through a separate contract with the owner.
 - 4) Clarification – Plans show the Concrete entrance on sheet 13 to be 7" thick and the bid tab says 6" thick. This pavement shall be 6" thick. A corrected plan sheet will be provided to the winning bidder.
 - 5) Clarification – The homestead on Lot 31 is to remain as is except for easement grading and roadway construction.
 - 6) Clarification – When the gravel drive that serves the homestead on Lot 31 is to be removed it may be wasted in the berms or hauled off site. Cost subsidiary for the bid item Site Restoration.
 - 7) Clarification – On the four corner lot grading, plan sheet 25 shows proposed grades in areas of grading. All other spot grades are existing grades.

Acknowledge receipt of and confirmation of this addendum below. This addendum must also be acknowledged in Article 3.01(A) of the Bid Form.



Name Kurt Cornejo, President


12/9/24

Date

ADDENDUM #2 – December 9th, 2024
PAVING IMPROVEMENTS
TO RIO BELLA ADDITION
BID DATE: December 11th, 2024 – 2:00 pm

-
- 1) Correction – Addendum #1 stated the Add/Alternate should be Roller Compacted Concrete. That bid item was too specific and shall be Concrete Pavement, 6". The increase in excavation will be subsidiary to the Add/Alternate Concrete Pavement, 6". The bid form has been revised. The revised bid form must be used for all bids.
 - 2) Correction – Sheet 38 says permanent sodding which is incorrect. That shall say permanent seeding instead. A corrected sheet is attached to this addendum for reference.

Acknowledge receipt of and confirmation of this addendum below. This addendum must also be acknowledged in Article 3.01(A) of the Bid Form.


Name Kurt Cornejo, President

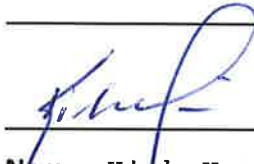
12/9/24

Date

**ADDENDUM #3 – December 9th, 2024
PAVING IMPROVEMENTS
TO RIO BELLA ADDITION
BID DATE: December 11th, 2024 – 2:00 pm**

- 1) Correction – The section for the Add/Alternate has been modified to better reflect the difference in price for the concrete pavement. The bid form has been revised. The revised bid form must be used for all bids.

Acknowledge receipt of and confirmation of this addendum below. This addendum must also be acknowledged in Article 3.01(A) of the Bid Form.



Name Kirk Howie, Vice President

12-11-24

Date

Addendum #3 - Bid Form 12/11/2024:

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Pearson Construction, LLC
2901 N. Mead, Wichita, KS 67219 as

Principal,

herein after called the Principal, and Merchants National Bonding, Inc.

P.O. Box 14498, Des Moines, IA 50306 a corporation duly organized under the laws of the

State of Iowa as Surety, hereinafter called the Surety, are held

and firmly bound unto City of Valley Center, 121 S. Meridian Ave, Valley Center, KS 67147

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

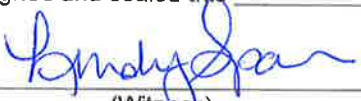
Dollars (\$ 5%)),

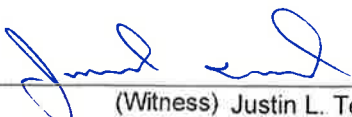
for the payment of which sum well and truly be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted as bid for Paving Improvements to serve Rio Bella Addition

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 the 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 11th day of December, 2024.



 (Witness)


 (Witness) Justin L. Terrel

Pearson Construction, LLC
 Principal  Seal

(Title) Kurt Cornejo, President

Merchants National Bonding, Inc.
 Surety Seal


 (Title) Clara R. Navarro Abela, 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.



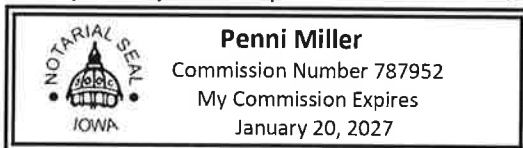
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

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 11th day of December, 2024.



William Warner Jr.
Secretary

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

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2024 by and between _____ City of Valley Center _____ (hereinafter called OWNER and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

Paving Improvements
To serve Rio Bella Addition

Article 2. ENGINEER.

The Project has been designed by Garver LLC, who is hereinafter called ENGINEER and who is 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 completion of the work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1. The Work will be substantially completed within 50 working days from the date when the Contract Time commences to run as provided in the General Conditions, and completed and ready for final payment in accordance with the General Conditions within 80 working days from the date when the Contract Time commences to run, excluding pavement marking and patching. Working days will be added to the project if weather conditions prevent construction.

3.2. Liquidated *Damages*. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They 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) CONTRACTOR shall pay OWNER Seven Hundred and Fifty DOLLARS (\$750.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially

complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Seven Hundred and Fifty DOLLARS (\$750.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

\$879,095.75 Eight Hundred Seventy-Nine Thousand Ninety-Five Dollars and Seventy-Five Cents.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. *Progress Payments.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values (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 in the General Requirements.

5.1.1. 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 ENGINEER shall determine, or OWNER may withhold, in accordance the General Conditions.

90 % of Work completed.

90 % of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in the General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less retainage, in accordance with the General Conditions.

5.2. *Final Payment.* Upon final completion and acceptance of the Work in accordance with the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

Article 6. INTEREST. Article 6 has been deleted.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in the General Conditions, and accepts the determination set forth in Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.04 of the General Conditions.

7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1. This Agreement (pages ii-2 to ii-6, inclusive).
- 8.2. Exhibits to this Agreement (page ii-7 to ii-7, inclusive).
- 8.3. Performance and other Bonds (pages ii-8 to ii-15, inclusive).
- 8.4. General Conditions (See City of Valley Center Specifications)
- 8.5. Supplementary Conditions (See City of Valley Center Specifications).
- 8.6. City of Valley Center Standard Specifications Dated March 2021.
- 8.7. Drawings, consisting of one set dated and sealed on November 15, 2024 with each sheet bearing the following general title:

**Paving Improvements
To serve Rio Bella Addition**

- 8.8. Addenda number ____.
- 8.9. CONTRACTOR'S Quote marked exhibit A.
- 8.10. Documentation submitted by CONTRACTOR prior to Notice of Award (page ii-1).
- 8.11. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to General Conditions.
- 8.12. The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are 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.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 10. OTHER PROVISIONS.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on ____.

OWNER City of Valley Center, Kansas

CONTRACTOR Pearson Construction

121 S Meridian, Valley Center, KS, 67147

2901 N. Mead, Wichita, KS 67219

By _____

By _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

121 S Meridian

2901 N. Mead

Valley Center, KS 67147

Wichita, KS 67219

License No. _____

(If OWNER is a public body, attach evidence Agent for service of process: _____ authority to sign and resolution or other documents authorizing execution of Agreement.)

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

EXHIBIT A

Contractor's Bid

CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY <Name & Principle Place of
Business>:

OWNER: City of Valley Center
121 S Meridian Ave.
Valley Center, KS 67147

CONSTRUCTION CONTRACT

Date:

Amount:

Description <Name & Location>:

BOND

Date <Not earlier than Construction Contract Date>:

Amount:

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

SURETY

Company:

(Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

SURETY

Company:

(Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

EJCDC No. 1910-28B (1984 Edition)

Prepared through the joint efforts of Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, American Institute of Architects, American Subcontractors Association, and the Associated Specialty Contractors.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from

- the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety total obligation shall not exceed the amount of the Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract And to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notices of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) ON WHICH THE Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), OR (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be constructed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied or waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principle Place of Business):

OWNER: City of Valley Center
121 S Meridian Ave.
Valley Center, KS 67147

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modification to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

CONTRACTOR AS PRINCIPAL

Company: _____ SURETY (Corp. Seal)

Signature: _____
Name and Title:

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

EJCDC No. 1910-28A (1984 Edition)

Prepared through the joint efforts of The Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner, resulting from the Contractor's default; or

- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
- 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or

prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS, that _____, as "Contractor", organized under the laws of the State of _____ with general offices in _____, and authorized to transact business in the State of Kansas, as "Surety", are held and firmly bound unto the State of Kansas, in the penal sum of (\$) _____, for the payment of which sum well and truly to be made, we bind ourselves, and our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents:

THE CONDITIONS OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the Contractor has on the _____ day of _____, 2024, entered into a written contract with _____ for construction of the public improvements described in the attached Contract Documents.

NOW, THEREFORE, if the Contractor and his Subcontractors shall pay all indebtedness incurred for supplies, materials, or labor furnished, used, or consumed in connection with, or in or about the construction of making of, the public improvements, including gasoline, lubricating oils, fuel oils, greases, coal, and similar items used or consumed directly in furtherance of such improvements, this obligation shall be void; it shall remain in full force and effect.

PROVIDED FURTHER, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the specifications.

PROVIDED FURTHER, that the Surety agrees that any person to whom there is due any sum for supplies, materials, or labor, as hereinbefore stated, or his assigns, may bring an action on this bond for the recovery of the indebtedness; PROVIDED, that no actions shall be brought on the bond after six months from the completion of the public improvements.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand, and the Surety has caused these presents to be executed in its name, and its corporation seal to be hereunto affixed by its attorney-in-fact at _____ on this _____ day of _____, 2024.

SURETY COMPANY:

CONTRACTOR:

Name of Company

Name of Company

By: _____
Attorney-in-fact

By:

By: _____
Agent

Title of Person Signing

(SEAL)

(SEAL)

(Accompany this bond with attorney-in-fact's authority from the Surety Company certified to include the date of the bond).

NEW BUSINESS

RECOMMENDED ACTION

**B. APPROVAL OF RIO BELLA CONSTRUCTION CONTRACT -PEARSON
CONSTRUCTION:**

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommend motion to approve Construction Agreement with Pearson Construction for improvements in the Rio Bella Addition and authorize Mayor or City Administrator to sign.

NEW BUSINESS

C. APPROVAL OF AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT – GARVER:

Eric Glover, Garver will present for approval the Amendment to Agreement for Professional Services Contract in an amount not exceeding \$97,400.00.

- Memo
- Contract Amendment No 1



8535 East 21st Street North
Suite 130
Wichita, KS 67206
TEL 316.264.8008
www.GarverUSA.com

January 21, 2025

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

From: Eric Glover - Garver

Subject: Approval of Rio Bella Addition Construction Services Contract

BACKGROUND

Rio Bella Addition to Valley Center is a large estate lot subdivision at the Southwest corner of 77th Street and West Street. Improvements include site grading, storm sewer, and paving.

PROPOSAL

Garver is requesting approval of the Amendment to Agreement For Professional Services contract to provide Construction Services for the Paving Improvements to serve Rio Bella Addition.

FINANCIAL CONSIDERATION

Costs for this contract are paid for by the petition for Rio Bella Addition Paving Improvements, to be bonded and paid for by special assessment financing. Construction Services are to be paid hourly, not to exceed a total contract amount of \$97,400.

SUMMARY

Garver is requesting approval of the Amendment to Agreement For Professional Services contract with Garver for the Rio Bella Addition Paving Improvements Construction Services.

Sincerely,

Eric J Glover, P.E.
Municipal Team Lead
Garver



AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

City of Valley Center, Kansas

Garver Project No. 2400100

CONTRACT AMENDMENT NO. 1

This Contract Amendment No. 1 ("Amendment"), effective on the date last written below, shall amend the original contract between the City of Valley Center (CITY) and Garver, LLC (GARVER), for Rio Bella Addition, dated December 12, 2024 referred to in the following paragraphs as the "Agreement."

This Amendment adds professional services for the Paving and Grading Project serving Rio Bella Addition to Valley Center, Kansas.

The Agreement is hereby modified as follows:

Garver shall provide Construction Phase Services for the Rio Bella Addition Paving Project as outlined in Exhibit B that is attached to this document. GARVER's hourly not-to-exceed fee to provide Construction Observation and Construction Staking for this project is \$97,400. Said fee may be modified at a later date through a written mutual agreement by both parties.

Garver will commence with the additional professional services upon the notification to proceed and will work with the City and their selected Contractor to determine the proposed schedule for the construction of the project.

Terms and conditions of the original Agreement not modified herein remain unchanged and in full force and effect.

[Signature Page to Follow]




This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, CITY and GARVER have executed this Amendment effective as of the date last written below.

GARVER, LLC

CITY OF VALLEY CENTER

By: 
Signature

By: _____
Signature

Name: Jason C. Langhammer
Printed Name

Name: _____
Printed Name

Title: Vice President

Title: _____

Date: 12-12-2024

Date: _____

Attest: _____

Attest: _____



EXHIBIT B
SCOPE OF SERVICES FOR
CONSTRUCTION STAKING, CONSTRUCTION ADMINISTRATION & CONSTRUCTION
MONITORING SERVICES

The present scope of services is to provide Construction Management and Inspection services for the project. The Construction Project Manager will be required to work with the City's consultant design team on this project for RFIs, plan review, and potential changes to plans, phasing, traffic control, etc. Construction Administration & Construction Monitoring Services

1. Provide a "Construction Project Manager". The CPM will represent the City of Valley Center in the oversight of the project. The CPM will keep the City informed as to the overall status and forecast of the project compared to the established schedule and contract time. The CPM will provide ongoing cost monitoring to maintain compliance with the construction budget. Other services by the CPM are included in the "Scope of Services" listed below.
2. Provide "Road/General Inspector(s)". The Road/General Inspector(s) will inspect all street, sewer line, water line, grading, erosion control BMPs, traffic control, retaining wall, and structure construction.

Scope of Services

1. Plan, coordinate, and conduct pre-construction meeting, as well as compile and distribute meeting minutes. CPM shall use city forms for all communications and documentation on the project.
2. Assign a point of contact responsible for communication with design consultant throughout the submittal, request for information, and transmittal process. Garver shall review submittals provided by the contractor and submit approvals to both the City and the Contractor.
3. Assist in coordinating any meetings required for construction consultation should issues arise in the field which cannot be resolved without the knowledge of the designer.
4. Provide construction management services for contract administration, construction inspection and quality assurance, and coordination of all construction activities, multiple contracts, and/or contractors.
5. Perform quality assurance and project oversight to ensure all aspects of the project are being constructed in accordance with the plans, specifications, and other related guidelines.
6. Perform and oversee the necessary coordination with City and local authorities to ensure construction operations have a minimal impact on the local community.
7. One or more qualified inspectors shall be designated to perform on-site inspection of the work in progress. Inspection efforts shall be sufficient to assure that the work and materials are in accordance with the contract documents.
8. The inspector shall be responsible for reporting unsatisfactory work or work that does not conform to the contract documents to the Contractor and Construction Project Manager for corrective action. Other responsibilities include monitoring of work progress, monitoring traffic control, observation of quality control testing, and documentation of construction activities, weather conditions, delays, conflicts, pay quantities and working days. City staff shall notify the contractor and CPM in writing their determination of required corrective actions. The Contractor will provide material testing on the project.



9. Ensure all construction documentation is prepared and maintained, and confirm daily reports and logs are completed by inspectors.
10. Perform measurements that are necessary in the determination of final pay quantities or “as-built” plans.
11. Prepare and process all work directives, change orders, and pay estimates through the City of Valley Center.
12. Evaluate merit of claims made by contractors and be prepared to mitigate or reduce the impact of potential claims.
13. Review and analyze contractor’s schedule and compliance with applicable contract documents.
14. Assist City in public relations activities associated with the project. City shall be responsible for scheduling all meetings and all written communications with the public.
15. Provide “as-built” plans for the public utilities and pavement projects.
16. Review contractor’s compliance with its own SWPPP requirements, including erosion control “as-built” plans throughout the life of the project.
17. Perform closeout activities of the project contract. Finalize all contracts, zero out and make final payments, and obtain final acceptance of the projects from the City.
18. Prepare and deliver one set of electronic plans in pdf format upon project completion. Drawings should be revised to incorporate any substantial changes made to the project during construction and a description of these changes should be documented in the form of an attached letter.
19. Provide construction staking and control points.

NEW BUSINESS
RECOMMENDED ACTION

C. APPROVAL OF AMENDMENT TO PROFESSIONAL SERVICES
AGREEMENT – GARVER:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends approval of Contract Amendment for Rio Bella Addition with Garver in an amount not to exceed \$97,400.00 and authorize Mayor or City Administrator to sign.

NEW BUSINESS

D. APPROVAL OF RFP FOR 2025 ROADWAY UPGRADE SERVICES:

Public Works Director Eggleston will present the RFP (request for proposals) for the 2025 Roadway Upgrade Services. Public Works has selected approximately 18,860 square yards of pavement for 2” mill & overlay that will be included.

- Staff Memo
- RFP for 2025 Roadway Upgrade Services
- Maps



January 21, 2025

To: Mayor Truman & Members of Council

From: Rodney Eggleston – Public Works Director

Subject: Approval of 2025 Roadway Upgrade Services RFP

BACKGROUND

In keeping with the overall street rehabilitation strategy, Public Works has selected approximately 18,860 square yards of pavement for 2" mill & overlay to the following.

>3rd Street, Sheridan to RR

>Ash, 5th Street to Main

PROPOSAL

City staff are requesting approval of the 2025 Roadway Upgrade Services RFP.

FINANCIAL CONSIDERATION

This cost will be taken from the system improvement line item in the Streets budget.

SUMMARY

City staff are requesting approval of the 2025 Roadway Upgrade Services RFP.

Sincerely,
Rodney Eggleston
Public Works Director



REQUEST FOR PROPOSALS (RFP) 2025 Roadway Upgrade Services

**Proposal Deadline:
February 6, 2025**

Overview

The City of Valley Center, KS is seeking proposals for the attached scope of work. All applicable federal, state, and local laws, ordinances and regulations must be adhered to. Services to commence upon execution of contract.

Contractors submitting a proposal should review the procurement requirements listed. Specifically, the selected contractor will be required to:

- Perform a 2" asphalt Mill & Overlay to approximately 18,860 square yards of asphalt pavement. A list of streets is provided later in this document.
- Restore all paint striping to original condition to include crosswalk lines, turn lanes, etc.
- Complete applicable forms and certifications.
- Maintain General Liability Insurance (\$1,000,000 minimum); Workers Compensation Insurance (\$500,000) and business automobile liability (\$1,000,000) and furnish proof of such insurance.

No Contractor who is the recipient of Valley Center funds, or who proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee, applicant, or any member of the public because of race, color, sex, gender, sexual orientation, religion, age, marital status, national origin, veteran status, physical or mental disability or perceived disability, or other criteria protected by law.

In order to be eligible to submit a bid to the City for the installing, improving or construction of any of the City's street paving, stormwater utility drainage, water line, sanitary sewer line and related work on public utilities and public works (to the extent the same are located or to be located within the public right-of-way), a bidding contractor must be listed with the Kansas Department of Transportation on its Pre-Qualified Contractor's List, as then published and in effect in the State of

Kansas at and during the time bids are solicited by the City and due. The governing body reserves the right to waive such a requirement in any specific case, and any approval by the governing body of a contract with any non-qualifying bidder or contractor shall be deemed absolute and intentional waiver of this pre-requisite.

Discriminatory practices based on the foregoing are declared to be contrary to the public policy of the City. The City of Valley Center complies with all Equal Employment Opportunity requirements.

Proposal Submittal

Proposal responses shall be submitted on the Proposal Submission Form (page 8). All costs are to be final.

Questions from contractors shall be accepted by the Public Works Director – Rodney Eggleston via email or phone. Emails shall be submitted to reggleston@valleycenterks.org by phone 316-755-7320.

Completed proposals must be received no later than February 6, 2025 at 4:00 pm and delivered to: City of Valley Center, City Hall, 121 S. Meridian P.O. Box 188; Valley Center, KS 67147, attention Kristi Carrithers clearly marked “RFP – Roadway Upgrade Services 2025”. The City reserves the right to reject all proposals. Proposals received after this deadline may be refused and deemed ineligible for consideration at the City’s sole discretion.

Minimum Insurance and Bonding Requirements for Contract Awards

Contract awards shall be made only to contractors that possess the ability to perform successfully under the terms and conditions of a proposed procurement. Contracts awarded shall include the following guarantees, except when an exemption is provided:

A performance bond on the part of the contractor for 100% of the contract price for any contract exceeding the sum of \$100,000.

All construction contractors and subcontractors are to carry Workman’s Compensation Insurance for all employees who work on the premises, as well as:

- a. Manufacturers and Contractor’s Public Liability Insurance as appropriate for the project (Minimum requirement - \$1,000,000)
- b. Property Damage Insurance to protect them from claims for property damage. (Minimum requirement - \$1,000,000)
- b. Any and all additional insurance required by the laws of the State of Kansas.

If any subcontracting is let, prime contractors will be required to ensure the subcontractors comply with the provisions of this plan and with all applicable required federal and state regulations. All subcontractors must be licensed through the City and provide evidence of insurance if applicable.

Any insurance requirements for state and/or federal funds are also incorporated into this document by reference and will be adhered to on such projects.

All proof of insurance and bond documents shall be provided to the City Clerk prior to the Contractor beginning work on any City project.

Selection of Contractor

The City of Valley Center reserves the right to accept a proposal and enter into an agreement resulting from initial proposals received, or alternatively, it may elect to conduct negotiations with those Bidders as determined by the City, to be within an acceptable competitive range, or alternatively, to negotiate separately with any Bidders when it is determined to be in the best interest of the City. In addition, the city may request that Bidders provide a best and final offer. The City may negotiate any proposal or best and final offer at any time after the deadline for the submission of proposals.

The Contractor selected will be required to submit a Certificate of Insurance naming the City of Valley Center, KS as an additional insured, which will be reviewed by the City Administrator's Office.

A contract will then be negotiated between the Contractor and the City, with each agreeing to the terms of the contract and affixing authorized signatures. The contractor will be required to complete all forms and certifications required by the city, State and Federal governments. The City may reject any or all proposals and may waive informalities and minor irregularities in any proposal received.

Proposal Requirements and Examination of Work to be Performed.

The contractor is required to thoroughly examine the request for proposal requirements and the work contemplated, and it will be assumed that the contractor has investigated and is satisfied as to the requirements. It is mutually agreed that submission of a request for proposal shall be considered prima facie evidence that the contractor has made such an examination.

Before submitting the request for proposal, the contractor shall examine the scope of work and visit the site of the work to become familiar with the working conditions and the exact nature and extent of the work considering any special or unusual features peculiar to this project. By submitting a proposal, the contractor, if selected for award, shall be deemed to have accepted the terms of this RFP.

Section 2

GENERAL INFORMATION

This RFP contains instructions governing the content of the proposals and the format in which they are to be submitted. It does not attempt to define all the contract needs nor detail them. Rather, it is flexible and allows for the credentials of the contractor to be demonstrated in the areas of expertise necessary to the contract. There are mandatory requirements to be met, but should the contractor foresee the need for qualification of the effort or additional requirements, concise and relevant discussion is encouraged.

SCOPE OF SERVICES, BACKGROUND, AND PURPOSE

This scope of work pertains to the upgrade of specified streets within the City. The overall responsibility of the Contractor is to coordinate, plan, manage, and perform activities described in this RFP to maintain an acceptable appearance in those areas included in the RFP.

The Contractor shall furnish all labor and materials necessary to perform the scope of work listed. The contractor shall complete all the tasks listed below and will comply with all the requirements and specifications.

- Perform a 2-inch mill & overlay on the following streets. (Sq. Yds)
 >3rd Street, Sheridan to RR (2770 sq yds)
 >Ash, 5th Street to Main (16090 sq yds)
- Repaint all traffic, crosswalk, turn lanes, etc.

It shall be the Contractor's responsibility to verify the areas, sizes and quantities of the areas and items to be completed in this RFP. Failure of the Contractor to verify the listed amounts shall not relieve the Contractor of the responsibility to provide all services required to the standards included herein, for the prices submitted in Contractors' proposal.

HOURS WHEN WORK IS TO BE PERFORMED

All work is to be performed Monday through Friday from 6:30am to 6:30pm. No work shall be done on Saturday or Sunday without written permission from the City. The selected Contractor will have to work around scheduled activities, events and the public and adjust their schedules accordingly. The contractor will notify adjacent homeowners of the pending work at least 2 days in advance to have vehicles moved from the street. The Contractor may consult the City of Valley Center Public Works Director for coordination.

SCHEDULING OF WORK- BEGINNING OF CONTRACT TERM

At least five (5) business days prior to the commencement of the contract, the Contract Manager or his appointee will confer with the Contractor and review the total specification requirements and scheduling proposed by the Contractor.

CONTRACTOR'S EMPLOYEES

A. Personnel employed by the Contractor shall be capable employees qualified in this type of work. A fully qualified workforce shall be maintained throughout the period of this contract.

- B. The Contractor shall always employ the quantity and quality of supervision necessary for both effective and efficient operations.
- D. Contractor shall be liable for any damages caused directly or indirectly by its employees.

PAYMENT TO CONTRACTOR

- A. The Contractor shall send an invoice or pay application to the Contract Manager and Accounts Payable staff for the services provided during the project. The invoice shall show location, service type, product and quantities used and service date, unit price, extended price and totals for each application.
- B. Invoices will be submitted to City Hall Accounts Payable, Amanda Park apark@valleycenterks.org and Contract Manager, Rodney Eggleston reggleston@valleycenterks.org or may be mailed to: 121 S. Meridian, PO Box 188, Valley Center, KS 67147, Attn: Accounts Payable.
- C. The Contract Manager or his designee shall review the invoice and any necessary reductions which must be made in accordance with the conditions of the Contract. Should the Contractor's invoice not include all necessary reductions, the invoice shall be reduced by the amount of the non-included reductions and processed for payment. The Contractor shall be notified of the reductions made and supplied with copies of documentation supporting those reductions.

CHANGES TO THE SCOPE OF WORK AND TERMINATION OF CONTRACT

- A. The Contract Manager at any time may have to change the scope of the contract by written contract modification. On the designated effective date, the Contractor shall make the required changes in his/her operation.
- B. Upon receiving notice of the change, the Contractor's invoice or pay application shall be adjusted if necessary to reflect the value of the change under this contract.
- C. The City may cancel the contract at any time for any reason upon giving 30 day written notice to the Contractor.
- D. The City shall have the right to cancel this Agreement immediately without prior notice for any breach of any provision of the contract if not cured within 7 days from written notice from the City.

INSPECTIONS AND APPROVAL OF WORK

- A. The City will demand strict conformance to the standards and frequency specified. The Contract Manager or his/her designee will inspect all completed work and will ascertain that the tasks have been satisfactorily accomplished.
- B. The Contract Manager or his/her designee will enforce the standards of this contract.

ON-SITE SUPERVISION AND TRAINING

- A. The successful Contractor shall provide an On-site Supervisor who speaks and writes fluent English and will represent the Contractor concerning this Contract. This On-site Supervisor will make routine communications with the appropriate Contract

Manager or his/her designee to receive instructions or other input regarding the scope of services.

- B. The On-site Supervisor is responsible for directing the Contractor's work force and accountable for all activities and behavior of all personnel assigned by the Contractor to perform work under this Contract.
- C. The Contractor shall be responsible for training and safety precautions for Contractor employees performing work under these specifications.

CONTACT INFORMATION

Contract Manager

Rodney Eggleston
Public Works Director
Office: 316-755-7320
P.O. Box 188; 121 S. Meridian, Valley Center, CO 67147
Email: reggleston@valleycenterks.org

Schedule

The following is a projected and tentative schedule of events:

Date	Event
January 21, 2025	RFP approval to issue
January 22, 2025	RFP issued
January 30, 2025, 4 PM.	Last day for respondents to submit written questions
February 4, 2025, 4 PM.	Final day responses to questions will be provided
February 6, 2025, 4 PM.	Proposals due
February 11, 2025, 1 PM.	Bid opening at Valley Center City Hall
February 18, 2025, 7 p.m.	Proposal selected at City Council meeting

SECTION 3

PROPOSAL SUBMISSION FORM

2024 City of Valley Center Roadway Upgrade Services

1. COMPANY NAME _____

2. ADDRESS (Home Office) _____

3. TELEPHONE NUMBER (office) _____ (cell) _____

4. NUMBER OF FULL-TIME EMPLOYEES _____

5. OWNERSHIP

_____ Sole Proprietor

_____ Other – Please Specify

_____ Limited Partnership

PROPOSAL PRICES. Fixed prices for all requirements identified in Section 2 Scope of Services. Pricing submitted in this portion must be fully inclusive of all anticipated costs of the RFP and shall include all costs for management, supervision, labor, and material associated with the RFP. The base bid includes the locations and scope of services identified in Section 2.

Bid submission must also include an additional page(s) that itemizes service costs by location, service type, unit price and extended price for each application.

Pricing to comply with Section 2 Scope of Services of this RFP for locations identified. This is the base bid for Asphalt Mill & Overlay Services: Prices are to be “Not to exceed”

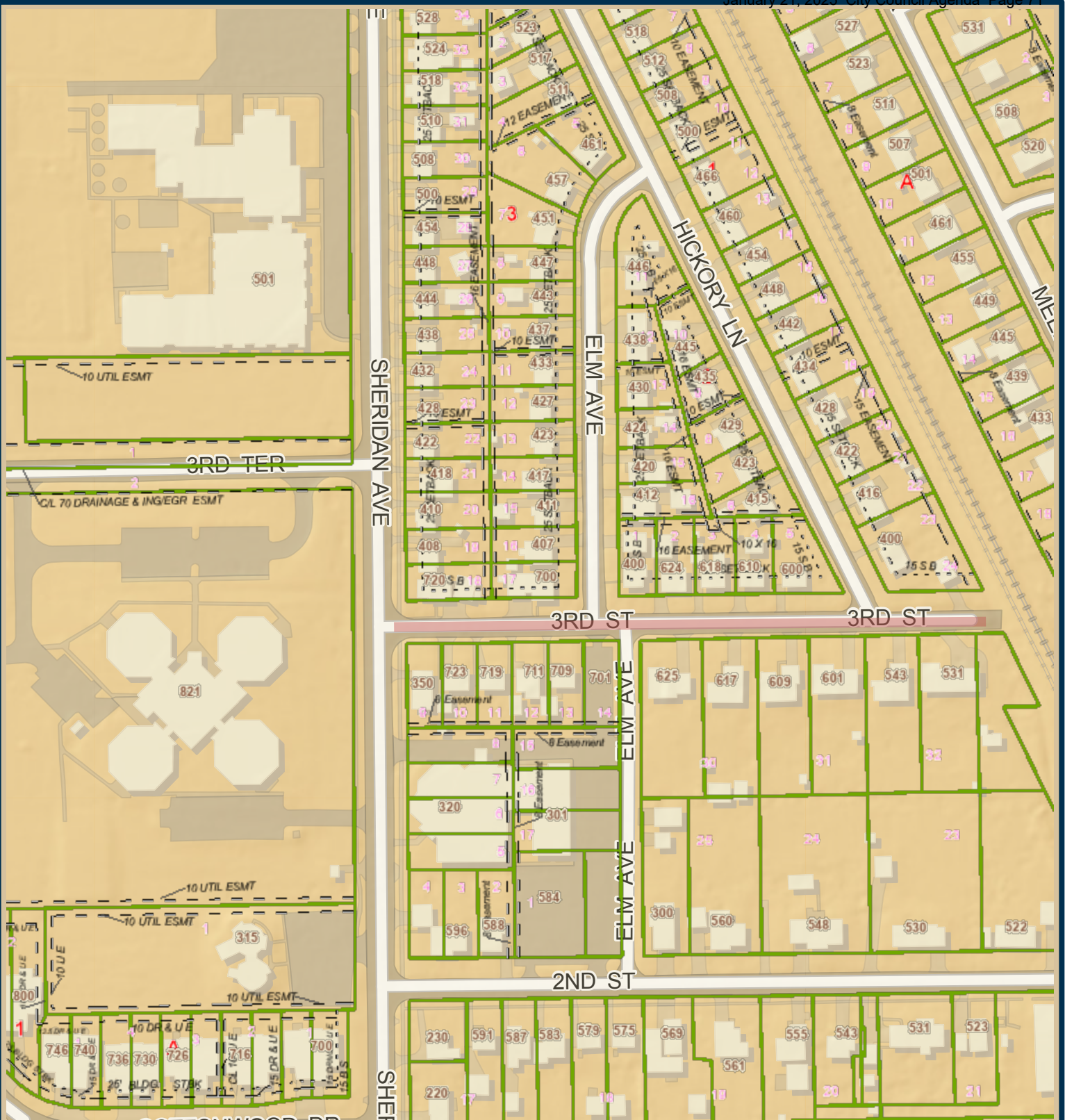
Total Cost

\$ _____

Signature of Authorized Representative

Name/Title of Authorized Representative

Date



Geographic Information Services
Sedgwick County...
working for you

Date: 1/13/2025

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

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

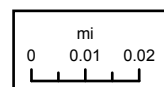
© 2025 Sedgwick County Kansas Government.
All rights reserved.

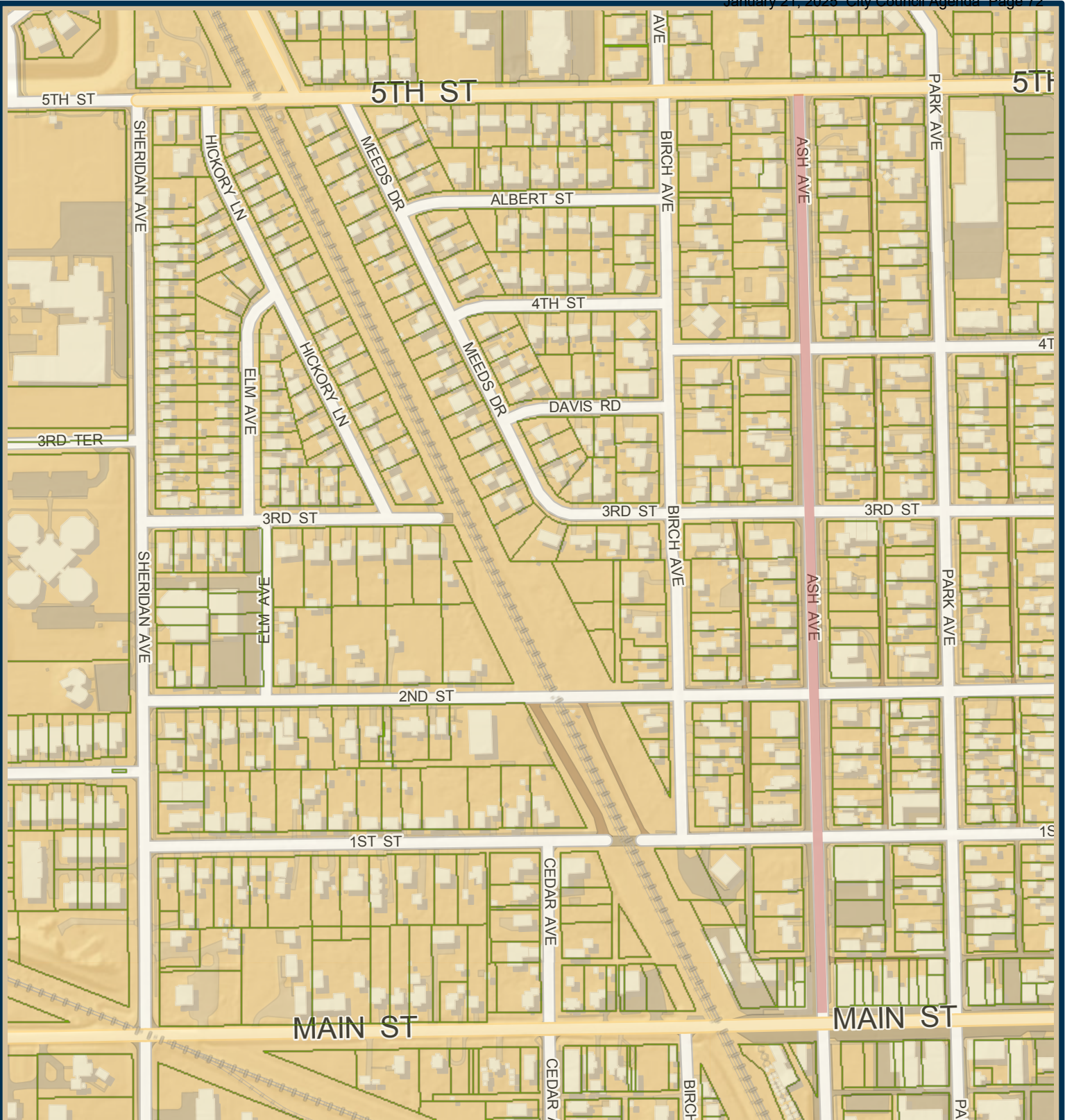
My Map

Sedgwick County, Kansas



1:2,257





Geographic Information Services
Sedgwick County...
working for you

Date: 1/13/2025

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

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

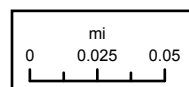
© 2025 Sedgwick County Kansas Government.
All rights reserved.

My Map

Sedgwick County, Kansas



1:4,514



NEW BUSINESS

RECOMMENDED ACTION

D. APPROVAL OF RFP FOR 2025 ROADWAY UPGRADE SERVICES:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends approval of the RFP and authorize staff to collect proposals for Roadway Upgrade Services.

NEW BUSINESS

E. APPROVAL OF RFP – 2025 WATER WELL SERVICE:

Public Works Director Eggleston will present the RFP (request for proposals) for 2025 Water Well Services.

- Staff Memo
- RFP 2025 Water Well Service



January 21, 2025

To: Mayor Truman & Members of Council

From: Rodney Eggleston – Public Works Director

Subject: Approval of 2025 Water Well Services RFP

BACKGROUND

The City of Valley Center, KS is seeking proposals for the attached scope of work.

Clean and service the city's three raw water wells as described in the attached RFP scope of work.

The term of this contract shall be effective for (1) year from contract signing, with options to renew the contract under the same terms and conditions for (2) successive (1) year terms by mutual agreement of the parties.

PROPOSAL

City staff are requesting approval of the 2025 Water Well Services RFP.

FINANCIAL CONSIDERATION

This cost will be taken from the well maintenance line item in the Water budget.

SUMMARY

City staff are requesting approval of the 2025 Water Well Services RFP.

Sincerely,
Rodney Eggleston
Public Works Director



REQUEST FOR PROPOSALS (RFP) Raw Water Well Service & Maintenance

**Proposal Deadline:
February 6, 2025**

Overview

The City of Valley Center, KS is seeking proposals for the attached scope of work. All applicable federal, state, and local laws, ordinances and regulations must be adhered to. Services to commence upon execution of contract.

Contractors submitting a proposal should review the procurement requirements listed. Specifically, the selected contractor will be required to:

- Mobilize, pull and inspect pump and well.
- Video the well before and after repair.
- Provide acid treatment.
- Provide chlorine treatment.
- Provide sonar treatment (as needed).
- Surge, bail, and test pump well.
- Provide repair recommendations as needed.

No Contractor who is the recipient of Valley Center funds, or who proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee, applicant, or any member of the public because of race, color, sex, gender, sexual orientation, religion, age, marital status, national origin, veteran status, physical or mental disability or perceived disability, or other criteria protected by law.

In order to be eligible to submit a bid to the City for the installing, improving or construction of any of the City's street paving, stormwater utility drainage, water line, sanitary sewer line and related work on public utilities and public works (to the extent the same are located or to be located within the public right-of-way), a bidding contractor must be listed with the Kansas Department of Transportation on its Pre-Qualified Contractor's List, as then published and in effect in the State of

Kansas at and during the time bids are solicited by the City and due. The governing body reserves the right to waive such a requirement in any specific case, and any approval by the governing body of a contract with any non-qualifying bidder or contractor shall be deemed absolute and intentional waiver of this pre-requisite.

Discriminatory practices based on the foregoing are declared to be contrary to the public policy of the City. The City of Valley Center complies with all Equal Employment Opportunity requirements.

Proposal Submittal

Proposal responses shall be submitted on the Proposal Submission Form (page 8). All costs are to be final.

Questions from contractors shall be accepted by the Utilities Manager – Nicholas Manning via email or phone. Emails shall be submitted to nmanning@valleycenterks.org by phone 316-755-7320.

Completed proposals must be received no later than February 6, 2025 at 4:00 pm and delivered to: City of Valley Center, City Hall, 121 S. Meridian P.O. Box 188; Valley Center, KS 67147, attention Kristi Carrithers clearly marked “RFP – Raw Water Well Service and Maintenance”. The City reserves the right to reject all proposals. Proposals received after this deadline may be refused and deemed ineligible for consideration at the City’s sole discretion.

Minimum Insurance and Bonding Requirements for Contract Awards

Contract awards shall be made only to contractors that possess the ability to perform successfully under the terms and conditions of the proposed procurement. Contracts awarded shall include the following guarantees, except when an exemption is provided:

A performance bond on the part of the contractor for 100% of the contract price for any contract exceeding the sum of \$100,000.

All construction contractors and subcontractors are to carry Workman’s Compensation Insurance for all employees who work on the premises, as well as:

- a. Manufacturers and Contractor’s Public Liability Insurance as appropriate for the project (Minimum requirement - \$1,000,000)
- b. Property Damage Insurance to protect them from claims for property damage. (Minimum requirement - \$1,000,000)
- b. Any and all additional insurance required by the laws of the State of Kansas.

If any subcontracting is let, prime contractors will be required to ensure the subcontractors comply with the provisions of this plan and with all applicable required federal and state regulations. All subcontractors must be licensed through the City and provide evidence of insurance if applicable.

Any insurance requirements for state and/or federal funds are also incorporated into this document by reference and will be adhered to on such projects.

All proof of insurance and bond documents shall be provided to the City Clerk prior to the Contractor beginning work on any City project.

Selection of Contractor

The City of Valley Center reserves the right to accept a proposal and enter into an agreement resulting from initial proposals received, or alternatively, it may elect to conduct negotiations with those Bidders as determined by the City, to be within an acceptable competitive range, or alternatively, to negotiate separately with any Bidders when it is determined to be in the best interest of the City. In addition, the city may request that Bidders provide a best and final offer. The City may negotiate any proposal or best and final offer at any time after the deadline for the submission of proposals.

The Contractor selected will be required to submit a Certificate of Insurance naming the City of Valley Center, KS as an additional insured, which will be reviewed by the City Administrator's Office.

A contract will then be negotiated between the Contractor and the City, with each agreeing to the terms of the contract and affixing authorized signatures. The contractor will be required to complete all forms and certifications required by the city, State and Federal governments. The City may reject any or all proposals and may waive informalities and minor irregularities in any proposal received.

Proposal Requirements and Examination of Work to be Performed.

The contractor is required to thoroughly examine the request for proposal requirements and the work contemplated, and it will be assumed that the contractor has investigated and is satisfied as to the requirements. It is mutually agreed that submission of a request for proposal shall be considered prima facie evidence that the contractor has made such an examination.

Before submitting the request for proposal, the contractor shall examine the scope of work and visit the site of the work to become familiar with the working conditions and the exact nature and extent of the work considering any special or unusual features peculiar to this project. By submitting a proposal, the contractor, if selected for award, shall be deemed to have accepted the terms of this RFP.

Section 2

GENERAL INFORMATION

This RFP contains instructions governing the content of the proposals and the format in which they are to be submitted. It does not attempt to define all the contract needs nor detail them. Rather, it is flexible and allows the credentials of the contractor to be demonstrated in the areas of expertise necessary for the contract. There are mandatory requirements to be met, but should the contractor foresee the need for qualification of the effort or additional requirements, concise and relevant discussion is encouraged.

Term of the Contract

The term of the contract shall be effective for 1 year from the contract signing, with options to renew the contract under the same terms and conditions for (2) successive (1) year terms by mutual agreement of the parties.

SCOPE OF SERVICES, BACKGROUND, AND PURPOSE

This scope of work pertains to the service and maintenance of **3** raw water wells (10,11,12) within the City of Valley Center. The overall responsibility of the Contractor is to coordinate, plan, manage, and perform activities described in this RFP to maintain an acceptable performance of the equipment included in the RFP.

The Contractor shall furnish all labor and materials necessary to perform the scope of work listed. The contractor shall complete all the tasks listed below and will comply with all the requirements and specifications.

- Mobilize and pull and inspect pump and well.
- Provide a video of the well before and after repair.
- Provide acid treatment.
- Provide chlorine treatment.
- Provide sonar treatment (optional as needed).
- Surge, bail, and test pump well.
- Reset pumping equipment.
- Final well and pump efficiency test.
- Provide repair recommendations as needed.

It shall be the Contractor's responsibility to verify the areas, sizes and quantities of the areas and items to be completed in this RFP. Failure of the Contractor to verify the listed amounts shall not relieve the Contractor of the responsibility to provide all services required to the standards included herein, for the prices submitted in Contractors' proposal.

HOURS WHEN WORK IS TO BE PERFORMED

All work is to be performed Monday through Friday from 6:30am to 6:30pm. No work shall be done on Saturday or Sunday without written permission from the City. The selected Contractor will have to work around scheduled activities, events and the public and adjust their schedules accordingly. The contractor will notify adjacent homeowners of the pending work at least 2 days in advance to

have vehicles moved from the street. The Contractor may consult the City of Valley Center Utilities Manager for coordination.

SCHEDULING OF WORK- BEGINNING OF CONTRACT TERM

At least five (5) business days prior to the commencement of the contract, the Contract Manager or his appointee will confer with the Contractor and review the total specification requirements and scheduling proposed by the Contractor.

CONTRACTOR'S EMPLOYEES

- A. Personnel employed by the Contractor shall be capable employees qualified in this type of work. A fully qualified workforce shall be maintained throughout the period of this contract.
- B. The Contractor shall always employ the quantity and quality of supervision necessary for both effective and efficient operations.
- D. Contractor shall be liable for any damages caused directly or indirectly by its employees.

PAYMENT TO CONTRACTOR

- A. The Contractor shall send an invoice or pay application to the Contract Manager and Accounts Payable staff for the services provided during the project. The invoice shall show location, service type, product and quantities used and service date, unit price, extended price and totals for each application.
- B. Invoices will be submitted to City Hall Accounts Payable, Amanda Park apark@valleycenterks.org and Contract Manager, Nicholas Manning nmanning@valleycenterks.org or may be mailed to: 121 S. Meridian, PO Box 188, Valley Center, KS 67147, Attn: Accounts Payable.
- C. The Contract Manager or his designee shall review the invoice and any necessary reductions which must be made in accordance with the conditions of the Contract. Should the Contractor's invoice not include all necessary reductions, the invoice shall be reduced by the amount of the non-included reductions and processed for payment. The Contractor shall be notified of the reductions made and supplied with copies of documentation supporting those reductions.

CHANGES TO THE SCOPE OF WORK AND TERMINATION OF CONTRACT

- A. The Contract Manager at any time may have to change the scope of the contract by written contract modification. On the designated effective date, the Contractor shall make the required changes in his/her operation.
- B. Upon receiving notice of the change, the Contractor's invoice or pay application shall be adjusted if necessary to reflect the value of the change under this contract.
- C. The City may cancel the contract at any time for any reason upon giving 30 day written notice to the Contractor.

- D. The City shall have the right to cancel this Agreement immediately without prior notice for any breach of any provision of the contract if not cured within 7 days from written notice from the City.

INSPECTIONS AND APPROVAL OF WORK

- A. The City will demand strict conformance to the standards and frequency specified. The Contract Manager or his/her designee will inspect all completed work and will ascertain that the tasks have been satisfactorily accomplished.
- B. The Contract Manager or his/her designee will enforce the standards of this contract.

ON-SITE SUPERVISION AND TRAINING

- A. The successful Contractor shall provide an On-site Supervisor who speaks and writes fluent English and will represent the Contractor concerning this Contract. This On-site Supervisor will make routine communications with the appropriate Contract Manager or his/her designee to receive instructions or other input regarding the scope of services.
- B. The On-site Supervisor is responsible for directing the Contractor's work force and accountable for all activities and behavior of all personnel assigned by the Contractor to perform work under this Contract.
- C. The Contractor shall be responsible for training and safety precautions for Contractor employees performing work under these specifications.

CONTACT INFORMATION

Contract Manager

Nicholas Manning

Utilities Manager

Office: 316-755-7320

P.O. Box 188; 121 S. Meridian, Valley Center, CO 67147

Email: nmanning@valleycenterks.org

Schedule

The following is a projected and tentative schedule of events:

Date	Event
January 21, 2025	RFP approval to issue
January 22, 2025	RFP issued
January 30, 2025, 4 PM.	Last day for respondents to submit written questions

February 04, 2025, 4 PM.	Final day responses to questions will be provided
February 06, 2025, 4 p.m.	Proposals due
February 11, 2025, 10 a.m.	Bid opening at Valley Center City Hall
February 18, 2025, 7 p.m.	Proposal selected at City Council meeting

SECTION 3

PROPOSAL SUBMISSION FORM

2025 City of Valley Center Water Well Service & Maintenance

1. COMPANY NAME _____

2. ADDRESS (Home Office) _____

3. TELEPHONE NUMBER (office) _____ (cell) _____

4. NUMBER OF FULL-TIME EMPLOYEES _____

5. OWNERSHIP

_____ Sole Proprietor

_____ Other – Please Specify

_____ Limited Partnership

PROPOSAL PRICES. Fixed prices for all requirements identified in Section 2 Scope of Services. Pricing submitted in this portion must be fully inclusive of all anticipated costs of the RFP and shall include all costs for management, supervision, labor, and material associated with the RFP. The base bid includes the locations and scope of services identified in Section 2.

Bid submission must also include an additional page(s) that itemizes service costs by location, service type, unit price and extended price for each application.

Pricing to comply with Section 2 Scope of Services of this RFP for locations identified. This is the base bid for Asphalt Mill & Overlay Services: Prices are to be “Not to exceed”

Total Cost

\$ _____

Signature of Authorized Representative

Name/Title of Authorized Representative

Date

NEW BUSINESS

RECOMMENDED ACTION

E. APPROVAL OF RFP – 2025 WATER WELL SERVICE:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends motion to approve the RFP for 2025 Water Well Service and authorize staff to advertise and collect proposals.

NEW BUSINESS

F. ORDINANCE 1418-25; AMEND NUISANCE REGULATIONS:

Community Development Director Fiedler and Public Works Director Eggleston will present Ordinance 1418-25. This Ordinance will amend the nuisance regulations in City Code.

- Memo – City Staff
- Ordinance 1418-25



January 21, 2025

To: Mayor Truman & Members of Council

From: Rodney Eggleston – Public Works Director

Kyle Fiedler – Community Development Director

Subject: Right-of-Way Mowing

BACKGROUND

The City of Valley Center continues to grow, increasing the demands of all departments.

Currently, all rights-of-way (ROW) are required to be maintained by the adjoining property owners, except by those parcels of land that are in agriculture production.

Public Works Street staff currently maintain these ROW in lieu of the property owner, consuming about 60% of the Street department's time during the growing season. Along with the staff time, there is also additional demand on equipment, maintenance and fuel.

PROPOSAL

City staff are requesting a change to the nuisance regulations, to remove the exemption of agricultural zoned and agricultural production land. This would require all property owners to maintain the City ROW, except for where there is an 8-foot or wider multi-use path, which the City would still maintain the ROW.

City Staff would provide notice to all property owners of the change, prior to the growing season, to allow for arrangements to be made.

FINANCIAL CONSIDERATION

Public Works staff would spend less time mowing ROW, and allow time for other street maintenance, as well as reduce the wear and tear on City equipment.

Community Development staff would have more area for enforcement, however any mowing that the City would contract on behalf of property owners who do not comply would be billed to the property owner, either through the City or it would be assessed to their property and paid at the same time as their taxes.

SUMMARY

City staff are requesting approval of Ordinance 1418-25, which would amend the Nuisance Regulations in our City Code.

Sincerely,

Rodney Eggleston
Public Works Director

Kyle Fiedler
Community Development Director

ORDINANCE NO. 1418-25

AN ORDINANCE OF THE CITY OF VALLEY CENTER, KANSAS, AMENDING TITLE 7, CHAPTER 7.04, ARTICLE V, 7.04.071 OF THE CITY'S NUISANCE REGULATIONS.

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

Section 1. 7.04.071 Nuisance declared. A. Vegetation, of more than eight inches in height, which is not mowed but rather allowed to stand at any season of the year upon any lot, tract or parcel of land, or along the sidewalk, street right-of-way, or unpaved alley adjacent to such lot, tract or parcel of land, are hereby declared to constitute a nuisance. These regulations apply to all land in the City of Valley Center, including land zoned or used for agricultural use, except for the portion of the land used for agricultural production. Right-of-way containing an 8-foot or larger multi-use path will continue to be maintained by the City of Valley Center.

Section 2. This Ordinance shall take effect and be in force from and after its passage, approval, and publication once in the official city newspaper.

PASSED AND APPROVED by the Governing Body of the City of Valley Center, Kansas, this 4th day of February 2025.

First Reading: January 21, 2025

Second Reading: February 4, 2025

James E. Truman, Mayor

ATTEST:

Kristi Carrithers, City Clerk

{SEAL}

NEW BUSINESS

RECOMMENDED ACTION

F. ORDINANCE 1418-25; AMEND NUISANCE REGULATIONS:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends motion to approve 1st reading of Ordinance 1418-25 to amend City's nuisance regulation.

CONSENT AGENDA

- A. APPROPRIATION ORDINANCE – JANUARY 21, 2025**
- B. SENIOR CENTER AGREEMENT WITH SEDGWICK COUNTY**
- C. ECONOMIC DEVELOPMENT BOARD MINUTES -JANUARY 8, 2025**

RECOMMENDED ACTION:

Staff recommends motion to approve the Consent Agenda as presented.

Below is the proposed Appropriation Ordinance for January 21, 2025, as prepared by City Staff.

VENDOR SET: 02 City of Valley Center

January 21, 2025 City Council Agenda Page 91

BANK: * ALL BANKS

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0437	USA BLUEBOOK							
	C-CHECK	USA BLUEBOOK	VOIDED V 12/31/2024			057547		939.86CR
0498	BRYAN'S HEATING & AIR CONDITIO							
	C-CHECK	BRYAN'S HEATING & AIR COVOIDED	V 12/31/2024			057548		1,485.00CR
1398	KANSAS MOBILE THRONE							
	C-CHECK	KANSAS MOBILE THRONE	VOIDED V 1/10/2025			057599		150.00CR

* * 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:	3 VOID DEBITS	0.00		
	VOID CREDITS	2,574.86CR	2,574.86CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 02 BANK: * TOTALS:	3	2,574.86CR	0.00	0.00
BANK: * TOTALS:	3	2,574.86CR	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
0014	WICHITA WINWATER WORKS CO.							
I-202412262678	WICHITA WINWATER WORKS CO.	R	12/31/2024	381.15		057537		381.15
0061	VALLEY CENTER PUBLIC LIBRARY							
I-202412272686	VALLEY CENTER PUBLIC LIBRARY	R	12/31/2024	6,183.75		057538		6,183.75
0113	VALLEY PRINT LOGISTICS							
I-202501022702	VALLEY PRINT LOGISTICS	R	12/31/2024	1,610.28		057539		1,610.28
0150	AT&T MOBILITY							
I-202412262676	AT&T MOBILITY	R	12/31/2024	226.40		057540		226.40
0196	P E C (PROFESSIONAL ENGINEERIN							
I-202412272685	P E C (PROFESSIONAL ENGINEERIN	R	12/31/2024	21,987.30		057541		21,987.30
0204	PITNEY BOWES							
I-202412262675	PITNEY BOWES	R	12/31/2024	609.00		057542		609.00
0226	RURAL WATER DISTRICT #2							
I-202501022699	RURAL WATER DISTRICT #2	R	12/31/2024	17.54		057543		17.54
0254	CITY OF WICHITA							
I-202412302696	CITY OF WICHITA	R	12/31/2024	52,911.68		057544		52,911.68
0321	DECKER ELECTRIC							
I-202412272684	DECKER ELECTRIC	R	12/31/2024	150.00		057545		150.00
0427	CINTAS CORPORATION NO 2							
I-202412302695	CINTAS CORPORATION NO 2	R	12/31/2024	193.29		057546		193.29
0437	USA BLUEBOOK							
I-202501022701	USA BLUEBOOK	V	12/31/2024	939.86		057547		939.86
0437	USA BLUEBOOK							
M-CHECK	USA BLUEBOOK	VOIDED	V	12/31/2024		057547		939.86CR
0498	BRYAN'S HEATING & AIR CONDITIO							
I-202412302693	BRYAN'S HEATING & AIR CONDITIO	V	12/31/2024	1,485.00		057548		1,485.00
0498	BRYAN'S HEATING & AIR CONDITIO							
M-CHECK	BRYAN'S HEATING & AIR COVOIDED	V	12/31/2024			057548		1,485.00CR
0587	DELL FINANCIAL SERVICES, LLC							
I-202412262679	DELL FINANCIAL SERVICES, LLC	R	12/31/2024	18.70		057549		18.70

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
0646	RENTAL RANCH LLC							
I-202412262681	RENTAL RANCH LLC	R	12/31/2024	82.93		057550		82.93
0780	CHENEY DOOR COMPANY							
I-202412262674	CHENEY DOOR COMPANY	R	12/31/2024	881.76		057551		881.76
0799	ELITE FRANCHISING INC DBA JANI							
I-202412272687	ELITE FRANCHISING INC DBA JANI	R	12/31/2024	2,511.40		057552		2,511.40
0801	MID-CONTINENT SAFETY							
I-202412302691	MID-CONTINENT SAFETY	R	12/31/2024	590.74		057553		590.74
0824	GALLS, LLC							
I-202501022700	GALLS, LLC	R	12/31/2024	11.12		057554		11.12
0898	GREATER WICHITA YMCA							
I-202501022698	GREATER WICHITA YMCA	R	12/31/2024	50.00		057555		50.00
1005	ADT US HOLDINGS, INC							
I-202412262683	ADT US HOLDINGS, INC	R	12/31/2024	891.00		057556		891.00
1039	GRAINGER							
I-202412262677	GRAINGER	R	12/31/2024	210.13		057557		210.13
1082	T-MOBILE							
I-202412302690	T-MOBILE	R	12/31/2024	105.00		057558		105.00
1178	HEARTLAND EXPRESSIONS & CRAFTS							
I-202412262673	HEARTLAND EXPRESSIONS & CRAFTS	R	12/31/2024	239.00		057559		239.00
1240	UTILITY MAINTENANCE CONTRACTOR							
I-202412302694	UTILITY MAINTENANCE CONTRACTOR	R	12/31/2024	9,045.00		057560		9,045.00
1298	AUTOMATION DESIGNS LLC							
I-202412302692	AUTOMATION DESIGNS LLC	R	12/31/2024	2,757.00		057561		2,757.00
1417	ACCESS SYSTEMS LEASING							
I-202412302697	ACCESS SYSTEMS LEASING	R	12/31/2024	791.39		057562		791.39
1421	FISH WINDOW CLEANING							
I-202412262682	FISH WINDOW CLEANING	R	12/31/2024	517.00		057563		517.00
1429	NATIONAL SIGN COMPANY, INC.							
I-202412262680	NATIONAL SIGN COMPANY, INC.	R	12/31/2024	247.00		057564		247.00

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
1436	HOLLOW METAL DOOR COMPANY, INC							
I-202412302688	HOLLOW METAL DOOR COMPANY, INC	R	12/31/2024	2,008.00		057565		2,008.00
1437	CLASS ALPHA SERVICES, LLC							
I-202412302689	CLASS ALPHA SERVICES, LLC	R	12/31/2024	37,406.00		057566		37,406.00
0050	CITY OF NEWTON							
I-202501072727	CITY OF NEWTON	R	1/10/2025	200.00		057567		200.00
0091	MIES CONSTRUCTION INC							
I-202501072725	MIES CONSTRUCTION INC	R	1/10/2025	215,103.75		057568		215,103.75
0129	JCI INDUSTRIES INC							
I-202501082736	JCI INDUSTRIES INC	R	1/10/2025	15,231.00		057569		15,231.00
0153	ARK VALLEY NEWS							
I-202501082732	ARK VALLEY NEWS	R	1/10/2025	329.16		057570		329.16
0183	KANSAS ONE-CALL SYSTEM, INC							
I-202501082731	KANSAS ONE-CALL SYSTEM, INC	R	1/10/2025	217.20		057571		217.20
0254	CITY OF WICHITA							
I-202501082729	CITY OF WICHITA	R	1/10/2025	30.60		057572		30.60
0437	USA BLUEBOOK							
I-202501072724	USA BLUEBOOK	R	1/10/2025	939.86		057573		939.86
0453	DAVE BOWMAN, PH.D.							
I-202501072726	DAVE BOWMAN, PH.D.	R	1/10/2025	400.00		057574		400.00
0574	WORKFORCE ALLIANCE OF SOUTH CE							
I-202501082730	WORKFORCE ALLIANCE OF SOUTH CE	R	1/10/2025	1,958.00		057575		1,958.00
0646	RENTAL RANCH LLC							
I-202501082738	RENTAL RANCH LLC	R	1/10/2025	442.10		057576		442.10
0713	WICHITA KENWORTH							
I-202501082735	WICHITA KENWORTH	R	1/10/2025	19.98		057577		19.98
1286	MCCOWNGORDON CONSTRUCTION, LLC							
I-202501082733	MCCOWNGORDON CONSTRUCTION, LLC	R	1/10/2025	620,706.95		057578		620,706.95
1434	BRADY NURSERY							
I-202501082734	BRADY NURSERY	R	1/10/2025	2,560.00		057579		2,560.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0035	BARRY ARBUCKLE							
I-202501072709	BARRY ARBUCKLE	R	1/10/2025	800.00		057580		800.00
0042	LARRY LINN							
I-202501072705	LARRY LINN	R	1/10/2025	1,700.00		057581		1,700.00
0070	KANSAS DEPT OF REVENUE							
I-202501072714	KANSAS DEPT OF REVENUE	R	1/10/2025	75.00		057582		75.00
0074	KANSAS MUNICIPAL UTILITIES							
I-202501072716	KANSAS MUNICIPAL UTILITIES	R	1/10/2025	1,708.00		057583		1,708.00
0091	MIES CONSTRUCTION INC							
I-202501072723	MIES CONSTRUCTION INC	R	1/10/2025	302,787.80		057584		302,787.80
0113	VALLEY PRINT LOGISTICS							
I-202501072703	VALLEY PRINT LOGISTICS	R	1/10/2025	750.67		057585		750.67
0156	BEALL & MITCHELL, LLC							
I-202501072707	BEALL & MITCHELL, LLC	R	1/10/2025	1,850.00		057586		1,850.00
0228	SEDGWICK COUNTY ASSOCIATION OF							
I-202501082728	SEDGWICK COUNTY ASSOCIATION OF	R	1/10/2025	100.00		057587		100.00
0306	SEDGWICK COUNTY							
I-202501072721	SEDGWICK COUNTY	R	1/10/2025	655.52		057588		655.52
0457	CHRISTOPHER MICHAEL LEE DAVIS,							
I-202501072706	CHRISTOPHER MICHAEL LEE DAVIS,	R	1/10/2025	125.00		057589		125.00
0552	WICHITA AREA METROPOLITAN PLAN							
I-202501072719	WICHITA AREA METROPOLITAN PLAN	R	1/10/2025	620.37		057590		620.37
0601	JOY K. WILLIAMS, ATTORNEY AT L							
I-202501072708	JOY K. WILLIAMS, ATTORNEY AT L	R	1/10/2025	1,350.00		057591		1,350.00
0768	MABCD							
I-202501072715	MABCD	R	1/10/2025	60.00		057592		60.00
0799	ELITE FRANCHISING INC DBA JANI							
I-202501072720	ELITE FRANCHISING INC DBA JANI	R	1/10/2025	1,866.40		057593		1,866.40
0824	GALLS, LLC							
I-202501072710	GALLS, LLC	R	1/10/2025	134.09		057594		134.09

VENDOR SET: 02 City of Valley Center

January 21, 2025 City Council Agenda Page 96

BANK: APBK INTRUST CHECKING

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0909	TARGET SOLUTIONS LEARNING LLC							
I-202501072718	TARGET SOLUTIONS LEARNING LLC	R	1/10/2025	1,234.80		057595		1,234.80
0910	EMPAC, INC							
I-202501072717	EMPAC, INC	R	1/10/2025	235.50		057596		235.50
1004	IMAGINE IT, INC.							
I-202501072722	IMAGINE IT, INC.	R	1/10/2025	10,423.69		057597		10,423.69
1391	ARC PHYSICAL THERAPY PLUS LP							
I-202501082737	ARC PHYSICAL THERAPY PLUS LP	R	1/10/2025	70.00		057598		70.00
1398	KANSAS MOBILE THRONE							
I-202501072712	KANSAS MOBILE THRONE	V	1/10/2025	150.00		057599		150.00
1398	KANSAS MOBILE THRONE							
M-CHECK	KANSAS MOBILE THRONE	VOIDED	V	1/10/2025		057599		150.00CR
1416	MOUNTAINLAND SUPPLY COMPANY							
I-202501072711	MOUNTAINLAND SUPPLY COMPANY	R	1/10/2025	1,887.02		057600		1,887.02

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	61	1,331,780.88	0.00	1,329,206.02
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:	3 VOID DEBITS	0.00		
	VOID CREDITS	2,574.86CR	2,574.86CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 02 BANK: APBK TOTALS:	64	1,329,206.02	0.00	1,329,206.02
BANK: APBK TOTALS:	64	1,329,206.02	0.00	1,329,206.02
REPORT TOTALS:	64	1,329,206.02	0.00	1,329,206.02

SELECTION CRITERIA

VENDOR SET: * - All

VENDOR: ALL

BANK CODES: All

FUNDS: All

CHECK SELECTION

CHECK RANGE: 057537 THRU 057600

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. SENIOR CENTER AGREEMENT WITH SEDGWICK COUNTY:

AGREEMENT FOR SENIOR CENTERS

by and between:

**SEDGWICK COUNTY, KANSAS
and
CITY OF VALLEY CENTER
Valley Center Senior Center**

This Agreement made and entered into this ____ day of _____, 2024, by and between Sedgwick County, Kansas (“County”) and City of Valley Center (“Contractor”).

WITNESSETH:

WHEREAS, County wishes to make available certain senior centers to older adult residents of Sedgwick County; and

WHEREAS, County desires to engage Contractor to provide said services; and

WHEREAS, County and Contractor desire to state the terms and conditions under which Contractor will provide said services.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

SECTION 1: SCOPE OF SERVICES

1.1 Purpose and Scope of Work. Contractor shall provide a senior center to eligible Sedgwick County participants, as those participants are defined herein. The parties agree that time is of the essence in Contractor’s performance of this Agreement.

1.2 Term. This Agreement shall be for a period commencing January 1, 2025 and ending December 15, 2025. Notwithstanding the foregoing, this Agreement may continue on a month-to-month basis for a reasonable time after December 15, 2025, if: (a) both parties agree to continue operating under the terms and provisions of this Agreement while actively negotiating an agreement for FY 2026 and (b) funds are available for the 2026 program year.

SECTION 2: CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants the following:

- a. Any funds provided for services under this Agreement which are unexpended upon termination of this Agreement will be returned to County.
- b. Its records used in the preparation of all reports are subject to review by County to insure the accuracy and validity of the information reported.
- c. This Agreement will be evaluated by County in terms of obtaining goals and objectives.

- d. It shall provide written notice to the Director of the Sedgwick County Department of Aging & Disabilities if it is unable to provide the required quantity or quality of services.
- e. It shall submit required eligible participant data reports and demographics reports by the 10th day of the month semi-annually (i.e. July and January). These semi-annual reports will include the information as set forth in Exhibit C, which is attached hereto and incorporated as if fully set forth herein
- f. All applicable records will be maintained by Contractor on such forms, as the Director of the Sedgwick County Department of Aging & Disabilities shall designate. Contractors who do not submit required reports in accordance with this paragraph will not be sent payments by the County until they are deemed in compliance with the requirements of this Agreement.
- g. To provide the Sedgwick County Department of Aging & Disabilities a copy of its Organizational Chart. This will be submitted at the beginning of the Contract year. Updated copies will be submitted promptly if changes occur during the duration of this Agreement.
- h. To provide the Sedgwick County Department of Aging & Disabilities a list of its Board of Directors, which is to include each member's name, address and phone number. This should be submitted at the beginning of the contract year. Updated copies will be submitted promptly if changes occur during the duration of this Agreement.
- i. To provide a smoke free building. In the event that Contractor does not provide a building, which is smoke free in accordance with this paragraph, no payment will be sent by County until Contractor is deemed compliant with the requirements of this paragraph.
- j. Attendance is required at the quarterly Senior Center Summit meetings. Notice of the meeting times and places will be provided by the Sedgwick County Department of Aging & Disabilities.
- k. An eligible participant in this program is:
 - i. a resident of Sedgwick County, Kansas; and
 - ii. fifty-five (55) years of age or older.

SECTION 3: COMPENSATION AND BILLING

3.1 Compensation. Payments made to Contractor pursuant to the terms of this Agreement shall be on a reimbursement basis of:

<u>Salaries</u>	<u>\$18,000.00</u>
TOTAL	\$18,000.00

County and Contractor agree that under no circumstances shall the total compensation paid to Contractor under this Agreement exceed EIGHTEEN THOUSAND DOLLARS (\$18,000.00). This reimbursement shall be the sole compensation rendered to Contractor hereunder.

3.2 Invoicing and Billing. Contractor agrees that billings and payments under this Contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Subject to the maximum amount of compensation prescribed in Paragraph 3.1, Contractor shall submit billing for services provided to the County by the 10th day of each month or on a quarterly

basis. Payment to Contractor shall be made within 30 days following receipt of Contractor's billing. Billings submitted after the 10th of the month may be rolled over to the next billing cycle. Line item billings must include documentation to support the invoice request. Payments shall be made to Contractor only for items and services provided to support the contract purpose and if such items are those that are authorized by Paragraph 3.1. The County reserves the right to disallow reimbursement for any item or service billed by Contractor if the County believes that any item or service was not provided to support the contract purpose.

Properly submitted invoices and/or billing statements will be paid within thirty (30) calendar days of receipt by County. All invoices must be submitted on or before December 15, 2025. County will not honor any requests for reimbursement compensation received after this date.

3.3 Non-Supplanting Existing Funds. Grant funds made available under County mill levy grants and administered under this Agreement will not be used to supplant existing funds and/or funding sources, but will rather be used to increase the amounts of those other funding sources.

3.4 Reprogramming of Funds. In the event the amount of funds County actually receives from the mill levy is less than anticipated, or in the event that no funds are available to County for funding this Agreement, Contractor understands and agrees that County may decrease the total compensation and reimbursement to be paid hereunder, or may suspend or terminate this Agreement without penalty.

SECTION 4: CONTRACTOR'S PERSONNEL

4.1 Qualified Personnel. Contractor has, or shall secure at its own expense, personnel who are fully qualified in accordance with all applicable state and federal laws to provide the services as described herein. Such personnel shall not be Sedgwick County Department of Aging & Disabilities employees or have any other contractual relationship with the Sedgwick County Department of Aging & Disabilities. All of Contractor's personnel engaged, directly or indirectly, in the provision of services shall meet the requirements of this Agreement, all applicable federal laws, and all applicable laws of the State of Kansas.

4.2 Minimum Wage. Contractor shall comply with the minimum wage and maximum hour provisions of the Fair Labor Standards Act (29 U.S.C. § 201 *et seq.*).

4.3 Employee Conflict of Interest. Contractor shall establish written safeguards to prevent its employees from using their position with Contractor for a purpose that is, or gives rise to the perception that it is, motivated by a desire for private gain for themselves or others (particularly those with whom they have family, business, or other ties).

Contractor shall submit written notice to County in the event Contractor becomes aware that:

- a. an employee of the Department of Aging & Disabilities is also an employee of Contractor at the time this Agreement is executed; or
- b. an employee of Contractor seeks additional/alternate employment with the Department of Aging & Disabilities during the term of this Agreement;
- c. an employee of the Department of Aging & Disabilities seeks additional/alternate employment with Contractor during the term of this Agreement.

The Department of Aging & Disabilities shall have the sole discretion to determine what actions need to be taken to resolve the conflict. The Department of Aging & Disabilities may immediately terminate this

Agreement without any further liability to Contractor if Contractor fails to adhere to the Department of Aging & Disabilities' decision.

4.4 Interest of Contractor. Contractor covenants and warrants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of program services pursuant to this Agreement.

4.5 Interest of Public Officials and Others. No County officer or employee, or any member of its governing body or other public official, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

4.6 Advisory Council Members. *[reserved]*

4.7 Gratuities and Favors. Contractor shall not directly or indirectly offer to any of County's officers, employees, or agents anything having monetary value including, without limitation, gratuities and favors.

4.8 Participant Safeguards. Persons convicted of the following types of crimes during the consecutive ten (10) year period immediately preceding execution of this Agreement or, at any time during the pendency of this Agreement, are restricted as follows:

- a. persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, or crime against another person are prohibited from performing services, administering this Agreement, or handling any funds conveyed hereunder;
- b. persons convicted of any crimes of moral turpitude, including without limitation, sex offenses and crimes against children are prohibited from performing services or otherwise interacting in any way with persons served pursuant to this Agreement; and
- c. persons convicted of a serious driving offense, including without limitation, driving under the influence of alcohol or a controlled substance, are prohibited from operating a vehicle in which a person served pursuant to this Agreement is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. §§ 8- 2116 and 8-2118.
- d. The terms "convicted" and "conviction" shall include: (i) convictions from any federal, state, local, military or other court of competent jurisdiction; (ii) nolo contendere ("no contest") pleas; and (iii) being placed into a diversion or deferred judgment program in lieu of prosecution.
- e. Any issues concerning the interpretation of this Section 4.8 or its application to an individual shall be referred to the Director of the Sedgwick County Department of Aging & Disabilities. The Director's decision shall be final for purposes of compliance with this Agreement.

SECTION 5: RECORDS, REPORTS, INSPECTIONS AND AUDITS

5.1 Internal Review and Corrective Action. Internal review and corrective action shall be carried out pursuant to the Department of Aging & Disabilities' Policies and Procedures Manual. An individual who feels that she or he has been treated in an unfair or discriminatory manner by employees, contractors or providers should contact County within sixty (60) days of the occurrence. An incident report will be completed and forwarded to the Director of the Sedgwick County Department of Aging & Disabilities for review. The Director will issue a timely written response to the individual, addressing his or her concern and detailing any actions taken to correct the inappropriate treatment. The decision by the Director is

considered to be the final action on the issue. Identities of individuals filing a grievance shall be kept confidential to the extent possible.

5.2 Notice of Action-Including Notice of Appeal Rights. To the extent permitted by law, Contractor shall retain the right to appeal any final order or decision rendered at the administrative agency level which adversely affects the Contractor's interests, pursuant to the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions (K.S.A. 77-601 *et seq.*).

5.3 County Audit. County may request an audit for all funds received by Contractor from County as part of this Agreement. Any such audit shall be performed in accordance with the provisions of this Agreement. The audit shall cover Contractor's Accounting Information and other financial records which apply to this Agreement only. A copy of the audit requested by County shall be provided to the Department of Aging & Disabilities within twenty (20) days after receipt thereof. The audit may be requested by County at any time throughout the duration of this Agreement.

5.4 Audits by State or Federal Agencies. Contractor shall assist County in any audit or review of the program which might be performed by the Kansas Division of Legislative Post Audit or by any other local, state or federal agency by making persons or entities, documents, and copies of documents subject to Contractor's control available for the auditors or their representatives.

5.5 Documentation of Costs. All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation (hereinafter collectively referred to as "Expense Information") evidencing in proper detail the nature and propriety of the costs charged to the County.

5.6 Reports. During the term of this Agreement, Contractor shall furnish to County, in such form as County may require and upon County's request, such statements, records, reports, data and information pertaining to matters covered by this Agreement.

In addition, Contractor shall use the MySeniorCenter database platform to track membership, attendance, activities, reports, and any other information related to the program requirements of the Sedgwick County Department of Aging & Disabilities as outlined in this Agreement. County shall pay the cost of Contractor's MySeniorCenter database. At County's request, Contractor shall provide County with "administrator" access to Contractor's MySeniorCenter database, and such access shall include membership, attendance, activities, reports, and any other information related to the program requirements of the Sedgwick County Department of Aging & Disabilities as outlined in this Agreement.

Payments to Contractor may be withheld by County if Contractor fails to provide all required reports in a timely, complete and accurate manner. Any payments withheld pursuant to this Section 5.6 shall be submitted to Contractor when all requested reports are furnished to County in an acceptable form. All records and information used in preparation of reports are subject to review by County to ensure the accuracy and validity of the information reported.

Without limiting the foregoing, Contractor shall report the following information to the Department of Aging & Disabilities on a semi-annual basis no later than the tenth (10th) day of July 2025 and January 2026:

- a. an unduplicated count of program customers served; and
- b. such other data necessary to evaluate the program's effectiveness and efficiency.

5.7 Retention of Records. Unless otherwise specified in this Agreement, Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

5.8 Access to Records. At any time during which records are retained by Contractor pursuant to Section 5.7 herein, Contractor shall make any and all of its records, books, papers, documents and data available to County (or an authorized representative of a State agency with statutory oversight authority) for the purposes of:

- a. assisting in litigation or pending litigation; or
- b. any audits or examinations reasonably deemed necessary by the Department of Aging & Disabilities.

SECTION 6 :SUSPENSION & TERMINATION

6.1 Suspension of Services. County may, in its sole discretion, indefinitely suspend Contractor's performance of services pursuant to this Agreement by providing a two (2) day notice to Contractor. Contractor shall resume performance of services within three (3) days after receipt of notice from County.

6.2 Termination.

A. Termination for Cause. In the event of any breach of the terms or conditions of this Agreement by Contractor, or in the event of any proceedings by or against Contractor in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, County may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to Contractor on account thereof, by written notice, terminate immediately all or any part of this Agreement, procure the goods, equipment and/or services provided for herein elsewhere, on such terms and under such conditions as are reasonable in the sole discretion of County, and Contractor shall be liable to pay to County any excess cost or other damages caused by Contractor as a result thereof.

B. Termination for Convenience. County shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon thirty (30) days' written notice. Upon receipt of such termination notice, Contractor shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible. In such event, County's maximum liability shall be limited to payment for goods or equipment delivered and accepted and/or services rendered.

C. Reduction in Funds. It is understood that funding may cease or be reduced at any time. In the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this Agreement upon thirty (30) days' written notice.

SECTION 7:MISCELLANEOUS

7.1 Contractual Relationship. It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the goods and services and performing the duties required by County hereunder.

Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, or employees of Contractor, will not be within the protection or coverage of County's workers' compensation insurance, nor shall Contractor, or employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for the withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

7.2 Authority to Contract. Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

7.3 Notification. Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Sedgwick County Department of Aging & Disabilities
Attn: Contract Notification
271 West 3rd St. North, Suite 500
Wichita, Kansas 67202

and

Sedgwick County Counselor's Office
Attn: Contract Notification
100 North Broadway, Suite 650
Wichita, Kansas 67202

Contractor: City of Valley Center
Attn: City Clerk
116 South Park
Valley Center, Kansas 67147

7.4 Hold Harmless. Contractor shall indemnify County, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of Contractor's negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement. This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements, nor is it intended or shall it be used so as to circumvent Contractor's protections afforded it under the Kansas Tort Claims Act.

7.5 Liability Insurance. Contractor agrees to maintain the following minimum limits of insurance coverage throughout the term of this Agreement:

<p>Workers' Compensation</p>

<p>Applicable State Statutory Employer's Liability</p>

Employer's Liability Insurance:	\$100,000.00
Contractor's Liability Insurance: Form of insurance shall be by a Comprehensive General Liability and Comprehensive Automobile Liability	
Bodily Injury: Each occurrence Aggregate	\$500,000.00 \$500,000.00
Property Damage: Each occurrence Aggregate	\$500,000.00 \$500,000.00
Personal Injury: Each person aggregate General aggregate	\$500,000.00 \$500,000.00
Automobile Liability – Owned, Non-Owned, and Hired: Bodily injury each person Bodily injury each occurrence	\$500,000.00 \$500,000.00

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A- and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

7.6 Entire Agreement. This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

7.7 Assignment. Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

7.8 Amendments. Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

7.9 Subcontracting. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of County. In the event subcontracting is approved by County, Contractor shall remain totally responsible for all actions and work performed by its subcontractors. All

approved subcontracts must conform to applicable requirements set forth in this Agreement and in its appendices, exhibits and amendments, if any.

7.10 Severability Clause. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

7.11 Waiver. Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.

7.12 Force Majeure. Contractor shall not be held liable if the failure to perform under this Agreement arises out of causes beyond the control of Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

7.13 Order of Preference. Any conflict to the provisions of this Agreement and the documents incorporated by reference shall be determined by the following priority order:

- a. Sedgwick County Mandatory Contractual Provisions Attachment (Exhibit A)
- b. Sedgwick County Mandatory Independent Contractor Addendum (Exhibit B)
- c. Program Goals and Objectives (Exhibit C)
- d. This Agreement document

7.14 Environmental Protection. Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

7.15 Nondiscrimination and Workplace Safety. Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

7.16 Confidentiality. Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

7.17 Required Certifications. If Contractor is organized as a business entity of any sort, it shall furnish evidence of good standing in the form of a certificate signed by the Kansas Secretary of State. If Contractor is not officially organized in Kansas, it shall furnish evidence of authority to transact business in Kansas in the form of a certificate signed by the Kansas Secretary of State. The applicable certificate shall be provided to County on or before execution of this Agreement.

7.18 Certificate of Tax Clearance. Annually, Contractor shall provide County with a certificate of tax clearance from the State of Kansas certifying Contractor has paid all state taxes. The statement of tax clearance must be provided before contract renewal/initiation and be dated no more than thirty (30) days prior to beginning date of the contract term.

7.19 Open Meetings. By accepting funding from County, Contractor agrees that all administrative meetings at which the management or distribution of such funding is a topic will be open to County officials and/or employees.

7.20 Publicity. Contractor shall not publicize in any manner whatsoever its participation in this Agreement, or the program services provided hereunder, without prior written consent of the County. County's support of program services shall be conspicuously acknowledged in all publicity releases.

7.21 Signs/Decals. Contractor agrees to allow County, upon County's request, to place signs and/or decals on Contractor's premises, the precise location of which shall be agreed upon by both parties. Such signs and/or decals shall state "A portion of the funding for this program is provided by the Board of Sedgwick County Commissioners."

7.22 Publication of Contract Results. If this Agreement results in a book or other material that may be copyrighted, the author is free to copyright the work. However, County reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all such copyrighted material and all material which can be copyrighted.

7.23 Documentation of Originality or Source. All published and/or written reports submitted under this Agreement, or in conjunction with any thirty-party agreements hereunder, will be originally developed material unless specifically provided for otherwise. Material not originally developed that is included in published material and/or written reports shall identify the source in either the body of the publication and/or written report or in a footnote, regardless of whether the material is use verbatim or in an extensive paraphrase format. All published material and written reports shall give notice that funds were provided by a grant from Sedgwick County.

7.24 Drug Free Work Place Act of 1988 (49 CFR Part 32). Contractor is required to provide a drug-free workplace and comply with the Drug Free Work Place Act of 1988 as prescribed in 49 CFR Part 32.

7.25 Incorporation of Documents. Exhibit A (Sedgwick County Mandatory Contractual Provisions Attachment), Exhibit B (Sedgwick County Mandatory Independent Contractor Addendum), and Exhibit C (Program Goals and Objectives) are attached hereto and are made a part hereof as if fully set forth herein.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SEDGWICK COUNTY, KANSAS

CITY OF VALLEY CENTER, KANSAS

Ryan Baty, Chairman
Commissioner, Fourth District

Mayor

APPROVED AS TO FORM ONLY:

Kevin T. Stamper
Assistant County Counselor

ATTESTED TO:

Kelly B. Arnold
County Clerk

EXHIBIT A
SEDGWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement in which this attachment is incorporated.
2. **Choice of 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.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.
4. **Disclaimer of Liability:** County shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim, or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State, and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state, and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the Contractor a certificate of tax exemption.

County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. **Insurance:** County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest:** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.
11. **Confidentiality.** County and Contractor, to the extent applicable, must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 *et seq.*) in providing services and/or goods under this Agreement and the production of records. In addition, Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement and shall maintain such information securely and confidentially. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with applicable laws. No private or confidential data collected, maintained, or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.
12. **Cash Basis and Budget Laws:** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement, the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause:** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*), and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated, or suspended, in whole or in part, by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated, or suspended, in whole or in part, by County, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

14. **Suspension/Debarment:** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.
15. **HIPAA Compliance:** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); the Genetic Information Nondiscrimination Act of 2008 ("GINA"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as "HIPAA"), to the extent that the Contractor uses, discloses, or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.
16. **Compliance with Law:** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
17. **Tax Set-Off:** If, at any time prior to or during the term of any executed agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the Agreement, County will offset said delinquent taxes by the amount of the payment due under the Agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.
18. **Inapplicability to Municipal Contractors:** The following provisions found in this Sedgwick County Mandatory Contractual Provisions Attachment shall be inapplicable if the contractor is a Kansas county, incorporated city, township, or improvement district: 8, 10, and 17.
19. **Safety Recall Notices:** Throughout the term of the Agreement and at all times thereafter, Contractor must immediately notify County of any and all safety recall notices of products, goods, and services Contractor has provided to County. In addition, Contractor shall remedy the recalled defect(s), at no cost to County, by: (1) providing products, goods, or services reasonably equal to or better than the quality of the products, goods, or services without accounting for the recalled defect(s); or (2) providing compensation to County in an amount not less than the original cost of the products, goods, or services

less a reasonable amount for depreciation. This Section 19 survives expiration or termination of the Agreement.

20. **Generative AI:** Contractor shall disclose any use of Generative AI which processes, involves, has access or exposure to, impacts, or potentially impacts the County or County data, systems, goods, services, or products. In addition to the foregoing, Contractor shall specifically identify when Generative AI is intended for use to draft reports containing recommendations that involve engineering judgment or propose decisions, actions, or inactions that involve or rely upon professional engineering knowledge or experience. For purposes of this section, Generative AI is artificial intelligence capable of generating text, images, or other media, using generative models. In the event of any such disclosure, County may, in its sole discretion, deny the use of the Generative AI in performance of the Agreement or terminate this Agreement immediately and without any liability or duty beyond that compensation for goods or services already provided.

In addition, Contractor shall not expose or input any confidential County data, records, processes, or other types of information into Generative AI. Confidential data shall constitute Personal Health Information, medical records, legal or privileged records, personnel records, similarly sensitive records, or other types of data or records identified as confidential by County.

21. **Breach of System:** To the extent Contractor accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses County records or data, it shall, following the discovery of a breach or compromise of Contractor's system or of County information, immediately notify the County of such breach or compromise. Such notice shall include the County data or records that have been, or is reasonably believed by the Contractor to have been, used, accessed, acquired, or disclosed. Contractor shall provide County with any other available information that County reasonably requests or could be used to protect County's own system and data. Within five (5) days of the incident, Contractor shall provide County, in writing, a plan containing remedial steps being taken to address the compromised or potentially compromised data and future plans to prevent recurrence of the same or similar breach. If such remediation plan is acceptable to County IT, Contractor shall immediately implement the plan. In the event the remediation plan is not acceptable to County IT, both parties shall negotiate, in good faith, for Contractor to provide security protection for the County and/or individuals potentially impacted by the breach.

[remainder of page intentionally left blank]

EXHIBIT B
SEDGWICK COUNTY MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to, payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation; and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by County.
2. The parties agree that as an independent contractor, Contractor is not entitled to the following benefits from County: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than County. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against County's workers' compensation insurance and/or health insurance and further agrees to indemnify County for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.
3. The parties hereby acknowledge and agree that County will not: (a) require Contractor to work exclusively for County; (b) establish a quality standard for Contractor, except that County may provide plans and specifications regarding the work but will not oversee the actual work or instruct Contractor as to how the work is to be performed; (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide more than minimal training for Contractor; (e) provide tools or benefits to Contractor (materials and equipment may be supplied, however); (f) dictate the time of Contractor's performance; (g) pay Contractor personally, when possible; instead, County will make all checks payable to the trade or business name under which Contractor does business; and (h) combine its business operations in any way with Contractor's business, but will instead maintain such operations as separate and distinct.
4. Contractor does not have the authority to act for County, to bind County in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of County.
5. Unless given express written consent by County, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and, if Contractor is given written permission to have other parties on site and the Contractor provides the appropriate coverage, the Contractor agrees to retain control over any persons employed by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. County will not provide training or instruction to Contractor regarding the performance of services hereunder.
9. Contractor will not receive benefits of any type from County.
10. Contractor represents that it is engaged in providing similar services to the general public and is not required to work exclusively for County.
11. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
12. No workers' compensation insurance shall be obtained by County covering Contractor. Contractor shall comply with the workers' compensation laws pertaining to Contractor.
13. Contractor will not combine its business operations in any way with County's business operations and each party shall maintain their operations as separate and distinct.

EXHIBIT C

PROGRAM GOALS AND OBJECTIVES

A senior center is a community focal point where eligible participants come together for services and activities, which enhance the dignity, support the independence, and encourage the involvement of eligible participants in and with the community. As part of a comprehensive community strategy to meet the needs of eligible participants, senior center programs take place within and emanate from a facility. The senior center will be open four (4) to six (6) hours per day, five (5) days per week.

A. GOALS.

1. The senior center will be required to provide assistance in fulfilling the social, educational, recreational, physical and emotional needs of eligible participants through the development, planning, and coordination of activities.
2. The senior center will be required to provide information and assistance to eligible participants regarding services including, but not limited to:
 - a. Adult Day Services
 - b. Case Management
 - c. Chore/Minor Home Repair
 - d. Commodities
 - e. Employment
 - f. Forms Assistance - Entitlement/Social Security/Medicaid
 - g. Housing Assistance/Referrals/Matches
 - h. In-home Services – Respite/Homemaker/Attendant Care
including: Program literature, resources from the director
 - i. Legal Assistance
 - j. Nutrition - Congregate/Homebound
 - k. Shopping and Errand Assistance
 - l. Support Groups
 - m. Translation/Interpretation
 - n. Transportation
 - o. Wellness Screenings
3. The senior center will be required to provide coordinated comprehensive and appealing programs in the area of social participation and education as outlined in the *Baseline, Special Events/Projects* and *Education* sections.
4. The senior center shall work to mobilize interest, skills and abilities of senior center participants in order for them to assist other elders within the community.
5. The senior center shall serve as a catalyst in bringing senior center participants together with services that will meet their various needs.

B. OBJECTIVES.

The senior center is a meeting and gathering point designed to give eligible participants a place for fellowship, a place to experience a sense of belonging, and a place to obtain information to enrich their lives. Eligible participants should be given the opportunity to plan, or assist in the planning, of senior center activities. They should also be encouraged by the senior center to become involved in community activities.

The senior center will be required to provide the following:

- 1) *BASELINE ACTIVITIES*, which shall be selected from a list, which is standard for all senior centers. Baseline activities are senior center activities that occur on a regular basis (daily, weekly, monthly, and/or quarterly). Baseline activities are to be specified through a description with projected outcomes (i.e. average number of participants). The senior center will be required to provide a minimum of seven (7) Baseline activities from the following:
 - a) Crafts
 - b) Exercise
 - c) Games
 - d) Potluck/Meals (not including congregate meals)
 - e) Social/Support Groups
- 2) *SPECIAL EVENTS/PROJECTS* are activities, which require the planning, and/or coordination of the senior center director. These activities are to be specified through a description with projected outcomes. The center will be required to provide a minimum of ten (10) Special Events/Projects per year. Examples include:
 - a) Community Charities
 - b) Fundraising
 - c) Intergenerational Programs
 - d) Dinner Events with Programs
 - e) Musical Events
- 3) *EDUCATIONAL* activities are those, which require the planning and/or coordination of the senior center director. These activities are to be specified through a description with projected outcomes. The senior center will be required to provide a minimum of thirty-five (35) Educational activities per year. At least eight of the 35 activities must include a program on each of the following programs: an evidence-based program, caregiver, mental health, health promotion/disease prevention, fall prevention, medication management, elder abuse and a program on public benefits. Examples of other activities include:
 - a) Community Education
 - b) Education Services
 - c) Health Presentations/Workshops
 - d) Advocacy Opportunities
 - e) Retirement Planning
 - f) Volunteer Services and Opportunities
 - g) Educational Tours and Cultural Enrichment

- 4) The senior center will employ at least a half time director to plan, coordinate, and schedule activities. As part of the Director's regular job duties the senior center director is expected to:
 - a) Create/Provide an entry point for aging services.
 - b) Be informed on aging services available within the community.
 - c) Schedule activities, presentations, and events; Develop and set-up programs; link with the community, other senior centers, and participants to create opportunities for the senior center, including:
 - * Advocacy
 - * Counseling
 - * Information and Assistance on services, which includes those, listed in Exhibit C, Section A.2 (also includes program literature and resources).
 - * Outreach, which must include contact with someone to assist in service connection (home visits, telephone, etc.).
 - d) Provide the specified number of activities for each category.
 - e) Work to increase senior center membership, and membership participation in activities, and submit an annual measurement of senior center membership growth.
 - f) In an effort to expand services and activities and be a focal point in your community; work to strengthen your volunteer base by recruiting at least two percent (2%) of your membership to serve as volunteers to serve other members in need including temporary assistance in home, yard work, carpooling, bookkeeping, a calling tree, Medicare counseling, etc. By doing this volunteers could sign up with the Sedgwick County Department of Aging & Disabilities Volunteer Program to receive the benefits through this program. Benefits include: accidental medical, volunteer liability and auto liability insurance; background checks; support; recognition events; and monthly newsletter.
 - g) Require participation by a senior center representative in the four (4) Senior Summit meetings which will be held to focus on objectives, review program updates and changes in aging services, share working models and strategically plan a common vision for Sedgwick County's Senior Center network. Arrangements need to be coordinated with the Program Manager to excuse absences, which may be made up by attending a monthly Aging Network meeting.
 - h) Maintain the MySeniorCenter database to track membership, attendance, activities, reports and any other information related to the program requirements.
 - i) Require senior center staff or a volunteer to be SHICK trained and provide SHICK counseling to senior center participants as needed
- 5) The senior center will have adequate space for the following:
 - a) Social and companionship activities; and
 - b) Separate privacy area for the purpose of counseling or meetings.

- 6) A senior center should work to recruit volunteers to expand the services and activities with an emphasis on additional senior enter "Goals and Objectives" which expand senior center programs and roles in the community.
- 7) A senior center should expend the funds as outlined in the budget to accomplish the goals of the program.

NOTE: ANY ACTIVITY THAT IS INTRODUCED AS A NEW ACTIVITY WILL BE COUNTED AS A NEW ACTIVITY. WHEN THAT ACTIVITY BECOMES A REGULAR ACTIVITY, IT THEN WILL BECOME A PART OF THE BASELINE CATEGORY.

SEDGWICK COUNTY DEPARTMENT OF AGING & DISABILITIES WILL OFFER TECHNICAL ASSISTANCE TO SENIOR CENTERS UPON REQUEST IN AN EFFORT TO MAXIMIZE EACH CENTER'S POTENTIAL FOR IMPLEMENTING SUCCESSFUL NEW PROGRAMS.

C. OUTCOMES:

1. Seventy-five percent (75%) of participants will express that through their involvement with the senior center they have increased their level of activity and increased or changed their knowledge, skills or behavior.

SPECIFIC SENIOR CENTER GOALS, OBJECTIVES & OUTCOMES

Goal:

Continue to expand activities and services that benefit the interest and needs of older adults.

Objective:

Provide at least 5 new activities each quarter to increase social group interactions among 20 unduplicated seniors.

Outcome:

Ninety percent (90%) of the participants will express enjoyment of activities and increase their number of visits to the center.

[remainder of page intentionally left blank]

CONSENT AGENDA

C. ECONOMIC DEVELOPMENT BOARD MINUTES –JANUARY 8, 2025:

VALLEY CENTER ECONOMIC DEVELOPMENT BOARD MEETING MINUTES

Wednesday, January 8th, 2025 1:00 P.M.
(Meeting Held via Microsoft Teams)

MEETING WAS CALLED TO ORDER AT 1:00 P.M. THOSE IN ATTENDANCE:

Ben Anderson, Chairperson
Ivan Gomez
Randy Jackson
Tim Hoffman
Brendan McGettigan
Brian Haight
Brittney Ortega, Community Development Assistant
Kyle Fiedler, Community Development Director
Brent Clark, City Administrator

APPROVAL OF DRAFT MINUTES

Motion was made by Brendan and seconded by Randy to approve the meeting minutes for December 4th, 2024. Motion was unanimous.

NEW BUSINESS:

A. Meridian Update

Trees continue to be planted, and streetlights are on. Pearson had some weather delays, but are ready to continue pouring as soon as the weather improves. 69th and Meridian is still tentatively scheduled to close at the end of January or first week of February to construct the roundabout.

B. Rec Center Update

There will be two days of walk-throughs with a team to double-check all the details, test machines and make sure everything is ready for opening. The soft opening is scheduled for Saturday, February 15th, 2025.

C. General Discussion

Some verbal commitments were given by board members that are due to renew their term. Official term renewals will be on the agenda for the council later this month.

The next meeting will be held on Wednesday, February 5th, 2025, at 1:00PM in person at City Hall.

ADJOURNMENT

Motion was made by Randy and seconded by Tim to adjourn the meeting. Motion was unanimous. Meeting adjourned at 1:14 P.M.

Respectfully submitted,
Kyle Fiedler, Secretary

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