



## CITY COUNCIL AGENDA

**October 7, 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 – September 16, 2025
- 7. PRESENTATIONS / PROCLAMATIONS p 11**
  - A. Water Treatment Plant Update
- 8. PUBLIC FORUM (*Citizen input and requests*) p 11**
- 9. APPOINTMENTS p 11**
- 10. OLD BUSINESS p 11**
- 11. NEW BUSINESS p 12**
  - A. Trails End Phase I Bid Award and Approval of Contract p 12
  - B. Supplemental Agreement -Seneca St Multi-Use Path p 21
  - C. Approval of Change Order #1 Seneca St. p 26
  - D. Approval of Agreement for 2<sup>nd</sup> Street Boundary Modifications PEC p 29
  - E. Acceptance of Dedication for Vale Pointe Plat p 40
  - F. Resolution 797-25; Vale Pointe Drainage Petition p 47
  - G. Resolution 798-25; Vale Pointe Paving Petition p 55
  - H. Resolution 799-25; Vale Pointe Sewer Petition p 62
  - I. Resolution 800-25; Vale Pointe Water Petition p 69
  - J. Approval of Design Agreement with SEH for Vale Pointe p 76
  - K. Approval of Change Order #1- Harvest Place Phase I Improvements p 84
  - L. Ordinance 1435-25; U.P.O.C. p 87
  - M. Ordinance 1436-25; S.T.O. p 91
  - N. Ordinance 1437-25; City Water Restrictions p 95
  - O. Approval of Organizational Flow Chart p 102
  - P. Approval of Caselle Contract p 106
  - R. Approval of 2026 Salary Ranges p 161
  - S. Authorization for Bank Signers p 164

- T. Approval of CHIP-2025-01 Application p 166
- U. Executive Session: Discussion of Non-Elected Personnel p 176

**12. CONSENT AGENDA p 177**

- A. Appropriation Ordinance – October 7, 2025 p 178
- B. Delinquent Account Report – p 188
- C. Request for Street Closure- Chamber of Commerce Trick or Treat - October 28, 2025. p 194
- D. Alcohol Waiver Request-City of Valley Center and Elevate Senior Living p 196
- E. Planning and Zoning Board Minutes- September 18, 2025 p 198
- F. HVAC equipment purchase p 201
- G. Historical Society request Sign Waiver for Arts and Crafts Event – November 8, 2025 p 207

**13. STAFF REPORTS p 208**

**14. GOVERNING BODY REPORTS p 212**

**15. ADJOURN**

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

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

*This is an open meeting, open to the public, subject to the Kansas Open Meetings Act (KOMA). The City of Valley Center is committed to providing reasonable accommodations for persons with disabilities upon request of the individual. Individuals with disabilities requiring an accommodation to attend the meeting should contact the City Clerk in a timely manner, at [cityclerk@valleycenterks.org](mailto:cityclerk@valleycenterks.org) or by phone at (316)755-7310.*

*For additional information on any item on the agenda, please visit [www.valleycenterks.org](http://www.valleycenterks.org) or call (316) 755-7310.*

**CALL TO ORDER**

**ROLL CALL**

**INVOCATION – MINISTERIAL ALLIANCE**

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

**RECOMMENDED ACTION:**

**Staff recommends motion to approve the agenda as presented / amended.**

**ADMINISTRATION AGENDA**

**A. MINUTES:**

Attached are the Minutes from September 16, 2025, regular City Council Meeting as prepared by the City Clerk.

REGULAR COUNCIL MEETING  
September 16, 2025  
CITY HALL  
121 S. MERIDIAN

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

Members Absent: None

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

Press present: The Ark Valley News

**APPROVAL OF AGENDA**

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

**ADMINISTRATION AGENDA –**

City Clerk Carrithers stated that the minutes need to be amended to reflect that Councilmember Evans voted against approval of Ordinance 1434-25 regarding special use permit. Anderson moved to approve the minutes of September 2, 2025, regular City Council meeting as amended, seconded by Stamm. Vote yea: unanimous. Motion carried.

**PRESENTATIONS/PROCLAMATIONS – None**

**PUBLIC FORUM – None**

**APPOINTMENTS – None**

**OLD BUSINESS**

A. ORDINANCE 1433-25; RE-ZONE 525 S. ABILENE AVE

Community Development Director Fiedler presented for 2<sup>nd</sup> reading Ordinance 1433-25 to re-zone a vacant lot located at 525 S. Abilene Ave. from C-2 to R-1B.

Stamm moved to approve for 2<sup>nd</sup> reading, Ordinance 1433-25 to rezone a vacant lot located at 525 S. Abilene from C-2 to R-1B. Evans seconded the motion. Vote aye: unanimous. Motion carried.

B. ORDINANCE 1434-25; SPECIAL USE PERMIT 201 S CEDAR AVE

Community Development Director Fiedler presented Ordinance 1434-25, regarding a special use permit for 201 S. Cedar Ave. Fiedler reminded Council the approval is contingent upon the facility coming into

compliance with building, fire and zoning regulations/codes with the following conditions: the facility remains in compliance with building, fire and zoning regulations/codes. To ensure compliance, the Valley Center Fire Department will perform quarterly safety/compliance inspections, the City's Zoning Administrator should also be notified of all ownership changes of the building and Dependable Pallets.

A lengthy discussion was held. Fielder stated that the fire department has completed an inspection to ensure that pallet stacks are being placed and maintained at the correct height and distance from each other. Photos of the facility were also provided. Mayor Truman questioned how this process seemed to be completely backward in that the business was already in operation before any permits were secured. Reid acknowledged that the facility looks much better but still questioned the timing of when all the required work will be completed.

Gregory moved to approve for 2<sup>nd</sup> reading Ordinance 1434-25 to issue a Special Use Permit for a Pallet Recycling Facility at 201 S Cedar contingent upon the facility coming into compliance with building, fire and zoning regulations/codes with the following conditions: the facility remains in compliance with building, fire and zoning regulations/codes. To ensure compliance, the Valley Center Fire Department will perform quarterly safety/compliance inspections, the City's Zoning Administrator should also be notified of all ownership changes of the building and Dependable Pallets. Evans seconded the motion.

Wilson stated he would like a date that all work will be completed before approval. Owner Howard Hancock stated that they are in compliance for the work they are doing. They are using generators and only doing work inside in the part of the building that is complaint. He explained he has spent 10s of thousands of dollars to get operations going, he wants to do everything right. Council acknowledge that Hancock is at the mercy of permits and the approval process, which can take some time.

Vote aye: Gregory Opposed: Colbert, Wilson, Anderson, Reid, Kerstetter, Evans and Stamm. Motion failed.

Further discussion was held regarding how much time to allow for rough in inspections and final inspections.

Stamm moved to approve for 2<sup>nd</sup> reading Ordinance 1434-25 to issue a Special Use Permit for a Pallet Recycling Facility at 201 S Cedar contingent upon the facility coming into compliance with building, fire and zoning regulations/codes with the following conditions: the facility remains in compliance with building, fire and zoning regulations/codes. To ensure compliance, the Valley Center Fire Department will perform quarterly safety/compliance inspections, the City's Zoning Administrator should also be notified of all ownership changes of the building and Dependable Pallets. Rough in work must be completed within 90 days of permit with additional 90 days for final inspections. Colbert seconded the motion. Vote aye: Gregory Colbert, Wilson, Anderson, Kerstetter, and Stamm. Opposed: Reid and Evans Motion passed.

#### C. ORDINANCE 1431-25; VACATE PORTION OF A ST. (NOW PARK STREET)

City Administrator Clark presented for 2<sup>nd</sup> reading Ordinance 1431-25. This Ordinance authorizes the city to vacate a portion of Ave A, which is now Park Street.

Anderson moved to approve for 2<sup>nd</sup> reading Ordinance 1431-25 vacating a portion of Park Street. Motion seconded by Reid. Vote aye: unanimous. Motion carried.

#### **NEW BUSINESS-**

##### A. RESOLUTION 797-25; AUTHORIZING THE OFFERING FOR SALE OF THE BONDS

Finance Director Miller presented Resolution 797-25. This Resolution authorizes the offering for sale of General Obligation Bonds, Series 2025-1, and Taxable General Obligation Bonds, Series 2026-2. Projects included in bonds: Sunflower Valley-Phase I, Prairie Lakes-Phase 3 and Phase 4, CIP Meridian Projects, Pool/Rec Center and TIF District. The final bond sale is scheduled for November 1, 2025.

Kerstetter moved to adopt Resolution 797-25, authorizing the offering for sale of General Obligation Bonds, series 2025-1 and Taxable General Obligation Bonds, series 2025-2 of the City of Valley Center. Motion seconded by Gregory. Vote yea: unanimous. Motion Carried.

**B. PRAIRIE LAKES PHASE V BID AWARD**

Samantha Ghareeb, SEH, presented bids received for Prairie Lakes-Phase V. Three bids were received with the lowest qualified bid from Person Construction in the amount of \$589,503.03.

Wilson moved to accept and award the bid submitted by Pearson Construction for the Prairie Lakes Phase V Improvements project in the amount of \$589,503.03 and authorize Mayor or City Administrator to sign. Colbert seconded the motion. Vote aye: Unanimous. Motion carried.

**C. AGREEMENT WITH SEDGWICK COUNTY FOR SENECA INSPECTIONS**

City Administrator Clark presented for Council approval an Intergovernmental agreement with Sedgwick County. The County will perform construction engineering services for the Seneca Street project.

Kerstetter moved to approve Intergovernmental Agreement for Seneca Street construction engineering services and authorize Mayor to sign. Stamm seconded the motion. Vote aye: unanimous. Motion carried.

**D. 2<sup>ND</sup> STREET R.O.W. CLEAN-UP**

Public Works Director Eggleston presented for approval a quote from Woodchuck Firewood & Landscaping to clear right-of-way areas along West 2nd Street. He explained that three bids were received with the lowest qualified bid from Woodchuck in the amount of \$12,200.00. This area has become overgrown and a nuisance to adjacent properties. Kerstetter inquired whether it could be deeded over to the adjacent property. Staff stated that it would be the final goal, but it does need cleaned up prior to that happening.

Evans moved to contract the clearing of these areas to Woodchuck Firewood & Landscaping for \$12,200.00 and authorize Mayor or City Administrator to sign. Motion seconded by Kerstetter. Vote aye: unanimous. Motion carried.

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

Kerstetter moved to recess into executive session including Mayor, City Council, City Attorney and HR Director to discuss an individual employee's performance pursuant to the non-elected personnel matter exception, K.S.A. 75-4319(b)(1). The open meeting will resume in the City Council Chamber in 15 minutes. Motion seconded by Evans. Vote yea: unanimous. Motion Carried. Session started at 8:06 pm. Mayor Truman called the meeting back to order at 8:21 pm.

Kerstetter reported no official action was taken during the executive session.

Evans moved to accept the resignation of City Administrator Clark effective October 24, 2025. Second by Kerstetter. Vote aye: unanimous. Motion carried.

Anderson moved to direct Human Resources to post City Administrator openings as soon as possible. Stamm seconded the motion. Vote aye: unanimous. Motion carried.

**CONSENT AGENDA**

**A. APPROPRIATION ORDINANCE – SEPTEMBER 16, 2025**

**B. DELINQUENT ACCOUNT REPORT –**

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

**STAFF REPORTS**

**COMMUNITY DEVELOPMENT DIRECTOR FIEDLER**

Open position for Code Enforcement/Infrastructure Officer. The current list of roofing contractors is updated and posted daily.

**PARKS AND PUBLIC BUILDINGS DIRECTOR OWNINGS**

**PUBLIC WORKS DIRECTOR EGGLESTON**

Seth Johnston has been hired for water/wastewater operator position. He will begin employment tomorrow, September 17<sup>th</sup>. Approval has been received for the Abilene Lift Station. Seneca Street will be closed to begin the project.

**FINANCE DIRECTOR MILLER**

Alicia Laambert has begun as the Utility Billing Specialist.

He reported he is reviewing a contract with Caselle. They have agreed to lock in contract pricing for three years.

Following the storm, many vehicles have sustained major damage, especially the police vehicles. He expects that the roofs on nine buildings will be totaled.

**CITY ADMINISTRATOR CLARK**

The Fall Fest is still needing volunteers. Reported that the Lions Club Car Show last weekend was a huge success with record number of cars and attendance. The electronic sign has been ordered, but hasn't heard when it will arrive and be installed.

**LIBRARY DIRECTOR SHARP**

Book Sale begins next Monday and will run for two weeks. The library staff will host the October Chamber of Commerce Lunch.

**GOVERNING BODY REPORTS –**

**MAYOR TRUMAN**

Blood Drive Challenge with Park City will be held September 29<sup>th</sup>. Be sure to sign up or stop by to give.

**COUNCILMEMBER WILSON and GREGORY**

Thanked everyone for the successful Lions Club Car Show. 190 cars were entered into the event.

**COUNCILMEMBER ANDERSON**

A washers tournament benefiting the Education Foundation will be held in Lions Park. Saturday following the parade.

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

**ADJOURN -**

**The meeting adjourned at 8:41 PM.**

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**Kristi Carrithers, City Clerk**

**ADMINISTRATION AGENDA**

**RECOMMENDED ACTION**

**A. MINUTES:**

**RECOMMENDED ACTION:**

**Staff recommends motion to approve the minutes of September 16, 2025, Regular Council Meeting as presented/ amended.**

**PRESENTATIONS / PROCLAMATIONS**

**PUBLIC FORUM**

**APPOINTMENTS**

**OLD BUSINESS**

**NEW BUSINESS**

**A. TRAILS END PHASE I BID AWARD AND APPROVAL OF CONTRACT:**

Bid award was approved by Council during the September 2, 2025, meeting. The motion made was for an incorrect amount. Staff requests acceptance of the bid and approval of the contract with Andale Construction in the amount of \$1,847,829.00.

- Bid Award Letter
- Contract with Andale Construction

**DOCUMENT 00 51 00****NOTICE OF AWARD**

To: Andale Construction, Inc.  
7700 N. Hayes  
Valley Center, KS 67147

Date: 9/17/25

Contract: Trails End Phase I Improvements  
Valley Center, KS  
Owner: City of Valley Center

You are notified that your Bid dated August 20, 2025 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the above referenced project.

The Contract Price is \$1,847,829.00.

Copies of the proposed Agreement accompany this Notice of Award. Additional sets of Project Manuals and Drawings will be sent to you under separate cover and are not part of this Notice.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award; that is by October 2, 2025.

Deliver the following documents to the Engineer:

Notice of Award – signed and accepted to Owner  
Agreements – 3 executed signed copies to Owner  
Performance Bonds and Payment Bonds  
Certificates of Insurance

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award, and to 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.

OWNER  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

By \_\_\_\_\_  
Title \_\_\_\_\_

c: City of Valley Center, KS

**END OF DOCUMENT**

## DOCUMENT 00 52 00

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

**THIS AGREEMENT** is by and between the CITY OF VALLEY CENTER, KS  
(Owner) and Andale Construction, Inc. (Contractor).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

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

TRAILS END PHASE I IMPROVEMENTS  
Valley Center, Kansas  
VALCT 181164

**ARTICLE 2 – THE PROJECT**

2.01 The Project includes approximately 10,000 SY of Pavement, 2,700 LF of Water Main, 500 LF of Sanitary Sewer Main, 800 LF of Storm Sewer, and appurtenant improvements, and erosion control located west of Seneca Street & South of 5<sup>th</sup> Street, in Valley Center, Kansas.

**ARTICLE 3 – ENGINEER**

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

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

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before JULY 15, 2026, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before AUGUST 15, 2026.

4.03 *Liquidated Damages*

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

1. Substantial Completion: Contractor shall pay Owner \$900 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

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

#### 4.04 *Special Damages*

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

### ARTICLE 5 – CONTRACT PRICE

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

- A. For all Work, the Price shall be \$1,847,829.00 for Base Bid.

### ARTICLE 6 – PAYMENT PROCEDURES

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

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

#### 6.02 *Progress Payments; Retainage*

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

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

6.03 *Final Payment*

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

6.04 *Interest*

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

## ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

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

## ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

### 8.01 Contractor's Representations

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

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

### 8.02 Contractor's Certifications

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

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

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

## ARTICLE 9 – MISCELLANEOUS

### 9.01 *Terms*

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

### 9.02 *Assignment of Contract*

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

### 9.03 *Successors and Assigns*

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

### 9.04 *Severability*

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

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

This Agreement will be effective on September 17, 2025 (which is the Effective Date of the Contract).

OWNER:

CITY OF VALLEY CENTER, KS

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

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

CONTRACTOR:

ANDALE CONSTRUCTION, INC.

By: Ray J. Bryant

Title: President

[CORPORATE SEAL]

[CORPORATE SEAL]

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

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

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

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

Address for Giving Notices:

\_\_\_\_\_

Address for Giving Notices:

3170 N. Ohio St.

Wichita, KS. 67219

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

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

(Where Applicable)

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

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

Designated Representative:

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

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

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

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

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

Designated Representative:

Name: Ray Bryant

Title: Project Manager

Address 3170 N. Ohio St.

Wichita, KS. 67219

Phone: 316-832-0063

Email: ray.bryant@andaleconstruction.co

END OF DOCUMENT

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

**A. TRAILS END PHASE I BID AWARD AND APPROVAL OF CONTRACT:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommend acceptance and award of the bid submitted by Andale Construction for the Trails End Phase I Improvements project in the amount of \$1,847,829.00.**

**And**

**Staff recommend motion to approve contract with Andale Construction for the Trails End Phase I Improvements project in the amount of \$1,847,829.00 and authorize Mayor to sign.**

**NEW BUSINESS**

**B. SUPPLEMENTAL AGREEMENT-SENECA ST. MULTI-USE PATH - PEC:**

Kristy Skaggs, PEC, will present supplemental agreement for the Seneca Street Multi-use path. The original contract is dated June 18, 2024. Scope of supplemental work for project is outlined in Exhibit A. Total cost for supplemental agreement is \$10,000.00.

.

- Supplemental Agreement



September 24, 2025

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

Reference: Project Name: Seneca Street Multi-Use Path from Ford Street to 5<sup>th</sup> Street  
Supplemental Agreement No: 01  
Original Contract Date: June 18, 2024  
PEC Project No.: 217018-018

Mr. Clark,

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

**A. Modification of Scope:**

1. See Attached Exhibit A

**B. Time of Performance:**

1. See Attached Exhibit A

**C. Payment Provisions:**

1. Original Contract Amount:	\$ 43,500.00
2. Net change by previous Supplemental Agreement(s):	\$ 0
3. The contract amount will increase by this Supplemental Agreement:	\$ 10,000.00
4. The new contract amount including this Supplemental Agreement:	\$ 53,500.00

**D. Authorization to Proceed:**

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

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Benjamin M. Mabry, P.E.  
SVP Government Markets

KMS:ada

ACCEPTED:

CITY OF VALLEY CENTER

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

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

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



## EXHIBIT A

**A. Project Description:**

1. The Project shall consist of construction administration associated with the Seneca Street Multi-Use Path from Ford Street to 5<sup>th</sup> Street in Valley Center, KS.

**B. Anticipated Project Schedule:**

1. The fully executed copy of the contract will serve as PEC's notice to proceed with the services.
2. PEC shall commence its services on the Project after CLIENT's notice to proceed with construction.
3. PEC and CLIENT anticipate that the notice to proceed for construction of the Project to be issued on approximately November 17<sup>th</sup>, 2025, and the construction to be completed no later than July 1<sup>st</sup>, 2026.
4. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. Project deliverable schedules will be impacted by untimely receipt of information necessary to complete design. PEC will not have control over or responsibility for any CLIENT, contractor, or vendor's performance schedule.

**C. Scope of Services:**

1. Construction Administration Services:

During the construction phase PEC shall provide construction administration services for the PROJECT, when requested by the CLIENT. The scope of services will be as follows:

- a) Respond to questions regarding the engineering design and plans during PROJECT bidding.
- b) Attend the Kansas Department of Transportation (KDOT) led preconstruction conference.
- c) Make a maximum of three (3) visits to the PROJECT site to determine Contractor's progress and general character of the work, upon written request of CLIENT.
- d) Consult with the inspector regarding interpretations or clarifications of the plans and specifications.
- e) Review materials test reports as submitted by the Inspector.
- f) Attend KDOT led final walk through.

**D. Additional Responsibilities of CLIENT:**

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

1. Drawings, studies, reports, and other information available pertaining to the needs of the PROJECT.
2. Attend all PROJECT progress meetings.
3. Provide access to the PROJECT area property.

4. Provide CLIENT utility locates within the PROJECT area.
5. Provide prompt review of the PROJECT plans and specifications. Comments shall be returned within 14 calendar days of the preliminary plan submittal.
6. Easement and right-of-way appraisal and acquisition, if necessary, for construction of the PROJECT.

**E. Additional Services:**

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

1. Production of record drawings, as-builts, or release of electronic files.
2. Additional services associated with an expansion of the PROJECT or increase in PROJECT size and construction cost.
3. GPS Data Collection for GIS Mapping of site civil infrastructure.
4. Design engineer construction site observations in excess of the number above will be performed on an hourly basis.
5. Meetings with local, State, or Federal agencies beyond those specifically identified in the above scope of services.
6. Attendance at public meetings beyond those specifically identified in the above scope of services.
7. Construction staking and construction observation related to the project.
8. Construction material testing services not specifically referenced above.

**F. Exclusions:**

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

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

**G. PEC's Fees:**

1. PEC will invoice CLIENT one time per month for services incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.
2. PEC's Fee for its Scope of Services will be on a lump sum basis in the amount of **\$10,000.00**
3. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

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

**B. SUPPLEMENTAL AGREEMENT-SENECA ST. MULTI-USE PATH -**  
**PEC:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommend approval of Seneca Street Multi-use path supplemental agreement with PEC in the amount of \$10,000.00 and authorize Mayor to sign.**

**NEW BUSINESS**

**C. APPROVAL OF CHANGE ORDER #1- SENECA STREET:**

Kristy Skaggs, PEC will request approval of change order for the Seneca Street project. Additional sidewalk crossing for Country Creek Estates including concrete pavement, edge curb, pavement marking and erosion control are included. Contract price of this change order is \$22,714.06.

- Change Order #1 for Seneca Street Project

CHANGE ORDER No. 1Date of Issuance: 9/30/2025

Project Name: Valley Center - Seneca - Ford to 5th St	Owner: City of Valley Center	Owner's Project Number:
Engineer's Project Number (if applicable): 217013-017	Date of Contract: 9/9/2025	
Contractor: Wildcat Construction Co, Inc.	Funding Agency Project Number (if applicable):	

**The following changes are hereby made to the CONTRACT DOCUMENTS:**

Additional sidewalk crossing for Country Creek Estates including concrete pavement, edge curb,  
**Justification:** pavement marking and erosion control.

 **Change to CONTRACT PRICE**

Original CONTRACT PRICE: \$ 4,819,386.73

Current CONTRACT PRICE (as adjusted by previous CHANGE ORDERS): \$ 4,819,386.73

Increase in CONTRACT PRICE as of this Change Order: \$ 22,714.06

The new CONTRACT PRICE incorporating this CHANGE ORDER: \$ 4,842,100.79

 **Change to CONTRACT TIME:**

Original Contract Times:  Working Days  Calendar Days

Substantial completion date : Oct. 16, 2026

Final completion dates : Oct. 30, 2026

The CONTRACT TIME (as adjusted by previous CHANGE ORDERS):

Substantial completion dates : \_\_\_\_\_

Final completion dates : \_\_\_\_\_

in CONTRACT TIME as of this Change Order:

Substantial completion dates : \_\_\_\_\_

Final completion dates : \_\_\_\_\_

CONTRACT TIMES with all approved CHANGE ORDERS:

Substantial completion dates : Oct 16, 2026

Final completion dates : Oct 30, 2026

**REQUESTED:**

By: Alvin H. Harrington  
Contractor (Authorized Signature)

Date: 9/30/2025

**RECOMMENDED:**

By: Kathy Seago  
Engineer (Authorized Signature)

Date: 10/1/2025

**ACCEPTED:**

By: \_\_\_\_\_  
Owner (Authorized Signature)

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

Approved by Funding Agency (if applicable): \_\_\_\_\_

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

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

**C. APPROVAL OF CHANGE ORDER #1- SENECA STREET:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**City staff recommend motion to approve change order #1 for the Seneca Street project in the amount of \$22,714.06 and authorize Mayor to sign.**

**NEW BUSINESS**

**D. APPROVAL OF AGREEMENT FOR 2<sup>nd</sup> STREET BOUNDARY MODIFICATIONS:**

Kristy Skaggs, PEC, will present agreement for 2<sup>nd</sup> Street Boundary Modifications. This area was approved to be cleared at previous Council meeting with the goal of deeding it to adjacent property owners.

- PEC Agreement



October 1, 2025

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

Reference: AGREEMENT for Valley Center – 2<sup>nd</sup> Street Boundary Modifications  
Valley Center, Kansas  
PEC Project No. 257013-004

Dear Mr. Clark:

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

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

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

Client recognizes field investigations may damage existing property. PEC will take reasonable precautions to minimize property damage whenever field investigations are included in the Services.

**Payment.** Invoices will be submitted periodically and are due and payable net 30 days

Brent Clark  
 City of Valley Center  
 Valley Center – 2<sup>nd</sup> Street Boundary Modifications  
 October 1, 2025  
 Page 2

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

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

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

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

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

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

Brent Clark  
 City of Valley Center  
 Valley Center – 2<sup>nd</sup> Street Boundary Modifications  
 October 1, 2025  
 Page 3

differing, concealed, or unknown conditions cause an increase in PEC's cost of, or time required for performance of any part of the Services, PEC's compensation and time for performance will be equitably increased.

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

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

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

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

**Termination.** Both the Client and PEC have the right to terminate this Agreement for convenience upon fifteen calendar days' written notice to the other party. Upon termination of this Agreement, PEC shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination.

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

Brent Clark  
 City of Valley Center  
 Valley Center – 2<sup>nd</sup> Street Boundary Modifications  
 October 1, 2025  
 Page 4

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

**Dispute Resolution.** The Client and PEC will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and PEC who have full authority to resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

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

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

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

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

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

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

**No Third-Party Beneficiaries.** This Agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties. Further, PEC assumes no obligations or duties other than the obligations to Client

Brent Clark  
 City of Valley Center  
 Valley Center – 2<sup>nd</sup> Street Boundary Modifications  
 October 1, 2025  
 Page 5

specifically set forth in this Agreement. PEC shall not be responsible for Client's obligations under any separate agreement with any third-party.

**No "Flow-down" Provisions.** PEC agrees to no "flow-down" provisions from any contract between Client and any third-party unless the same are specifically identified in PEC's proposal/agreement.

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

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

Thank you for engaging PEC; we look forward to working with you. If this Agreement is acceptable, please sign below and return an executed copy to me. Receipt of the executed copy will serve as PEC's notice to proceed with the Services. The terms of this proposed Agreement are valid for 30 days after the date of PEC's execution. PEC reserves the right to amend the proposed Agreement if not accepted within that time.

Sincerely,

RMM:cds

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

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

Printed Name: Benjamin M. Mabry, P.E.

Title: SVP | Government Markets

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

ACCEPTED:

CITY OF VALLEY CENTER

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

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

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

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



## EXHIBIT A

### A. Project Description

1. The Project shall consist of modifying the boundaries of parcels along 2<sup>nd</sup> Street in Valley Center to support the City's plan to deed the City owner property to the adjacent owners.

### B. Anticipated Project Schedule

1. The fully executed copy of the contract will serve as PEC's notice to proceed with the services.
2. PEC shall commence its services on the Project within 7 days after receiving CLIENT's notice to proceed.
3. PEC and CLIENT anticipate that the duration to complete legal descriptions shall be within 5 weeks after receiving Notice to Proceed. The remainder of deliverables will be completed with a mutually agreed upon schedule.
4. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any CLIENT, Authority Having Jurisdiction, contractor or vendor's performance schedule.

### C. Project Deliverables

1. The Project Deliverables shall consist of the following:
  - a) Legal Descriptions for Deeds
  - b) Recorded Tax ID modifiers for parcels with the following PINs: 316013, 316013, 316013, 30007046, 316016, 30005671, & 00316017

### D. Scope of Services

1. General Scope Items for Civil, and Planning Services:
  - a) All drawings produced by PEC will be sealed by a Surveyor licensed in the State of Kansas where applicable.
  - b) Provide project correspondence and consultation with CLIENT.
  - c) Provide quality control review prior to submission of project deliverables.
2. Survey Services:
  - a) Creation of legal description and exhibit for the city's use to create a new Tax ID and transfer of ownership to adjacent owners.
  - b) Client is excluding the setting of property monuments.



3. Planning Services including:

- a) Tax ID Modification
  - i. Prepare necessary documentation.
  - ii. Submit Tax ID documents to the County of Sedgwick Register of Deeds.

**E. Additional Responsibilities of CLIENT**

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

- 1. Modifications to the schedule made after the Notice to Proceed.
- 2. Drawings, studies, reports, and other information available pertaining to the existing site.
- 3. AutoCAD files of site layout, including electronic files.
- 4. Provide access to site.
- 5. Timely response to draft documents.
- 6. Provide recent Title Commitment and supporting documents.
- 7. Verify the accuracy of stakes and grades for both horizontal and vertical positions and notify PEC of any discrepancies, change orders, or errors prior to construction.

**F. Additional Services**

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

- 1. Production of as-builts or release of electronic files.
- 2. Additional meetings will be performed on an hourly basis.
- 3. Design of any infrastructure improvements.
- 4. Analysis of existing utility systems.
- 5. Design of on-site or off-site improvements.
- 6. Geotechnical investigation and report.
- 7. Alternate layouts and planning services not specifically listed in the Scope of Services.
- 8. Master Planning services.
- 9. Traffic Impact analysis.
- 10. Railroad/Railway Coordination.
- 11. Entry Monument design.
- 12. ALTA Survey.
- 13. Topographic Survey.
- 14. Construction Phase Services: Construction Staking, Testing and Inspection.

**G. Exclusions**

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

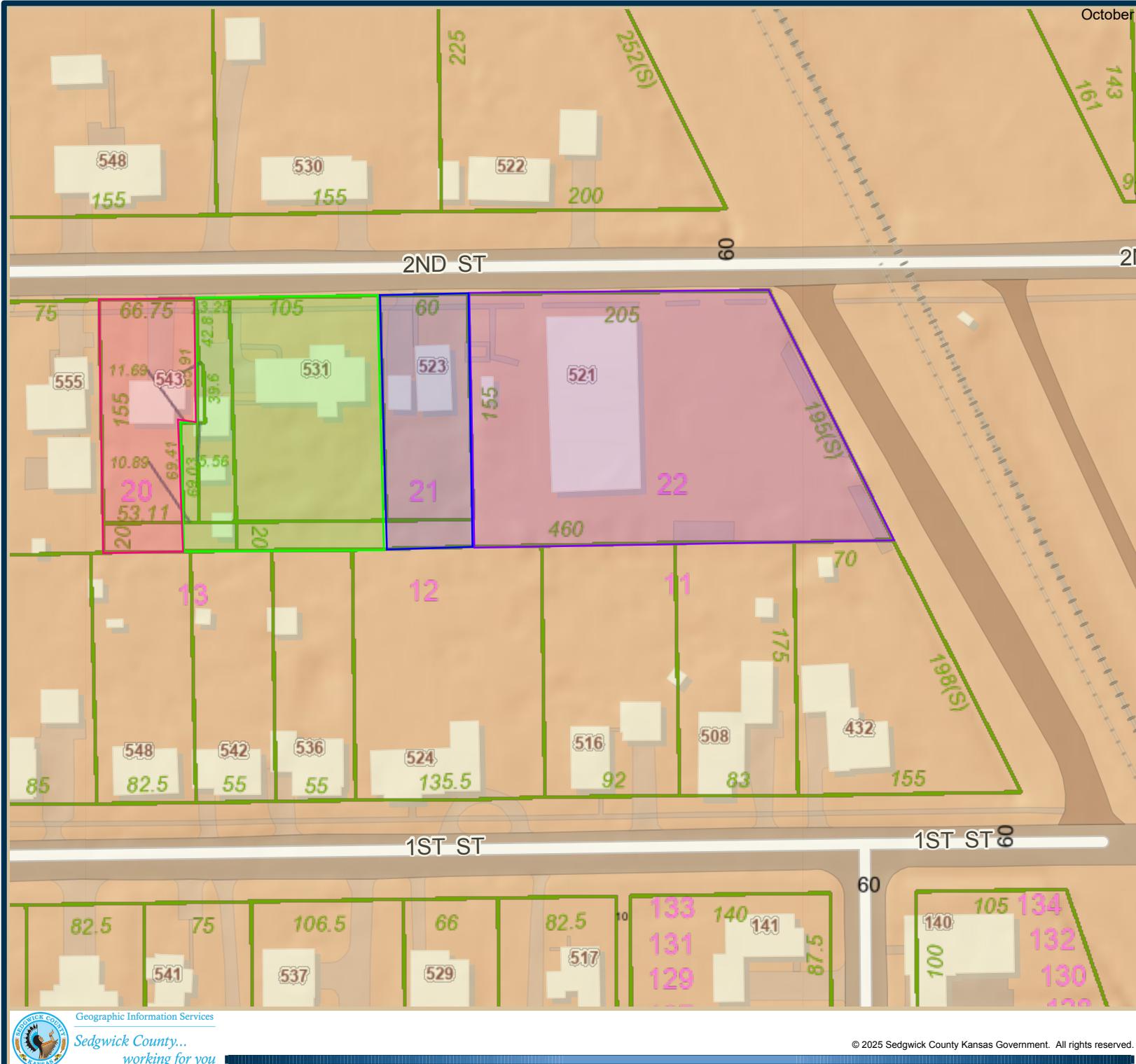
- 1. Plan review fees and permit fees.
- 2. Environmental assessments/clearances.



3. Franchise Utility Design.
4. Railroad/Railway Design.
5. Outside consultants.
6. Monumentation of property.
7. Special inspection services. Special inspections are usually required by building codes, building officials, or designers for structural elements of the project but may include other design disciplines and testing agencies. Any special inspection services required will be covered under a separate or supplemental agreement and are not covered under standard observation services.

#### **H. PEC's Fees & Reimbursable Expenses**

1. PEC's Fee for its Scope of Services will be on a lump sum basis of **\$8,400.00**.
2. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

**2nd Street****Sedgwick County, Kansas**

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.

**EXHIBIT B**

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

**D. APPROVAL OF AGREEMENT FOR 2<sup>nd</sup> STREET BOUNDARY  
MODIFICATIONS:**

Should Council choose to proceed

**RECOMMENDED ACTION**

Staff recommend approval of agreement in the amount of \$8,400.00 with PEC to modify the boundaries of parcels along 2nd Street to support the City's plan to deed the City owned property to the adjacent owners and authorize Mayor to sign.

**NEW BUSINESS**

**E. ACCEPTANCE OF DEDICATION FOR VALE POINTE PLAT:**

Community Development Director Fiedler will present public dedications for acceptance as part of the Final Plat for Vale Pointe. This subdivision is located east of Interurban Dr. between 93<sup>rd</sup> St N and Meadow Rd.

- Staff Memo
- Planning and Zoning Staff Report
- Final Plat



October 7<sup>th</sup>, 2025

To: Mayor Truman & Council Members  
From: Kyle Fiedler, Community Development Director

**Subject: Vale Pointe Final Plat**

## **BACKGROUND**

---

Valley Center Planning and Zoning has approved the Final Plat for Vale Pointe, a subdivision of a 61+/- acre tract located east of Interurban Dr. between 93<sup>rd</sup> St N and Meadow Rd. The subdivision will divide this tract into 181 parcels.

The Governing Body now needs to consider accepting dedications of streets, alleys and other public ways and sites shown on final plats. Specifically on this plat, the public dedications include road right-of-way and a utility easements.

## **RECOMMENDATION**

---

Staff recommend that the Council accept the dedications as shown on the final plat.

Sincerely, Kyle Fiedler, Community Development Director

**Date:** September 15<sup>th</sup>, 2025

**To:** City of Valley Center Planning and Zoning Board

**From:** Kyle Fiedler, *Community Development Director*

**Final Plat Approval for Vale Pointe (SD-2025-03)**

4Front LLC, pursuant to Section 16.04., is petitioning the City of Valley Center Planning and Zoning Board to approve a final plat for the land (outlined in red below) currently not addressed, but east of Interurban Dr between 93<sup>rd</sup> St N and of the intersection of High Point Rd and East Point Rd in Valley Center, KS 67147.



### **Applicant's Reasons for Platting:**

The applicant is seeking to sub-divide these 61-acres into 181 single-family residential lots through the platting process.

### **Staff Comments:**

The final plat has been reviewed by the City Staff Review Team, which has provided multiple comments/revisions that have been incorporated into the final plat documents, which are included as a separate attachment with this staff report. The final plat meets all the requirements listed in the required contents section (16.05.01) for final plats submitted to the City of Valley Center for approval. Once approved by this board, it will go to City Council for acceptance of public dedications. At the time of platting, it is proposed to zone R-1B (Single-Family Residential). As currently shown, this plat will create a total of 181 new residential parcels.

A public notice was published in *The Ark Valley News*. As of the date of this report, there have been no contacts made. Any comments received after this report will be shared with the Board during the public hearing.

### **Staff Recommendation:**

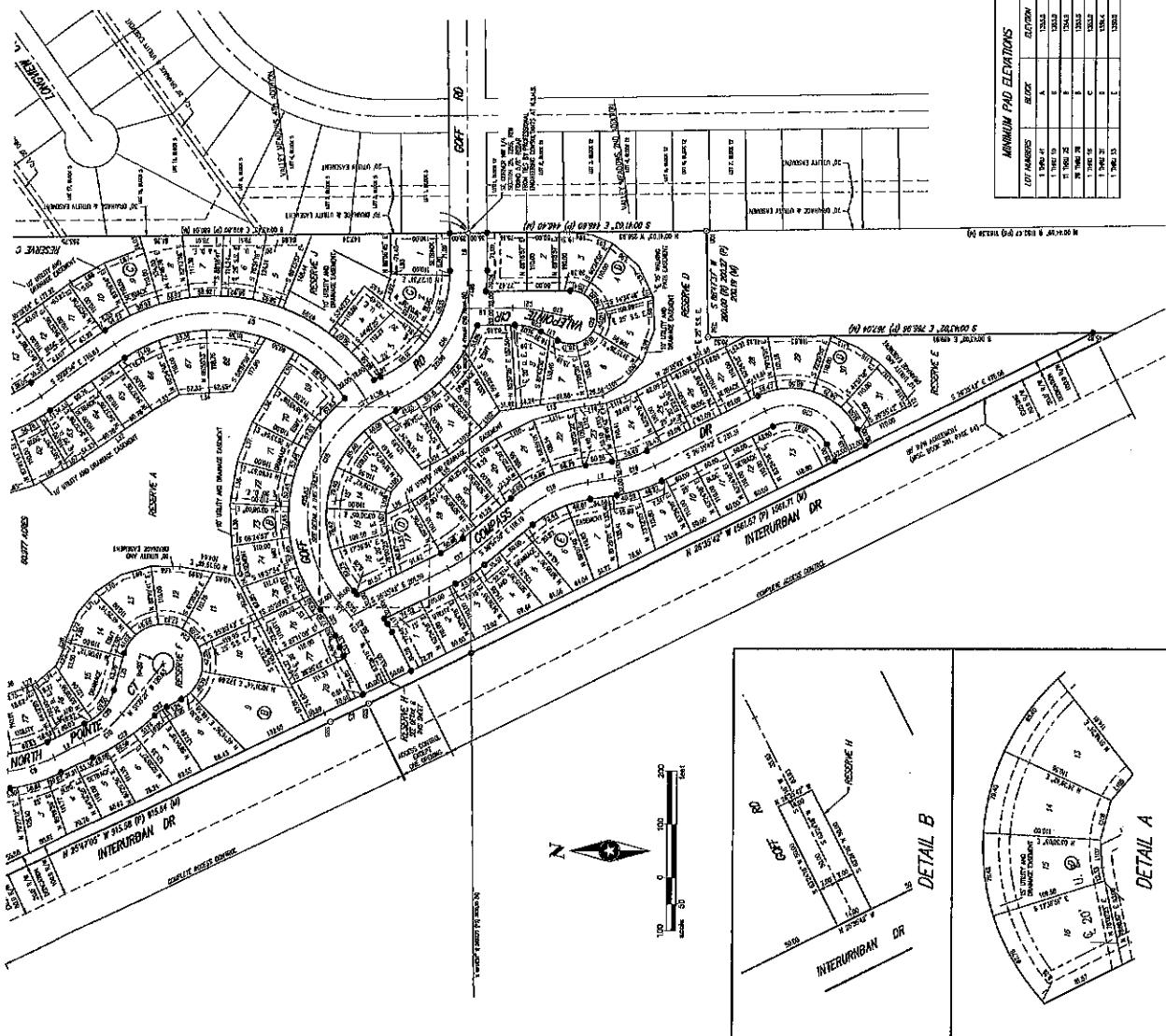
City staff recommend approval of this final plat application.



# FINAL PLAT WALCOPINTE

AN ADDITION TO VALLEY CENTER, SEDGWICK COUNTY, KANSAS  
A PORTION OF THE WEST HALF OF SECTION 25, TOWNSHIP 25, SOUTH,  
RANGE 1 WEST OF THE 6TH PRINCIPAL MERIDIAN

FINAL PLAT



CURVE TABLE

Curve #	Radii	Delta	Arc Radius	Chord Bearing/Distance
C1	2000	1000	1000	5 000' E 72.46
C2	2000	1000	1000	5 000' E 72.46
C3	2000	1000	1000	5 000' E 72.46
C4	2000	1000	1000	5 000' E 72.46
C5	2000	1000	1000	5 000' E 72.46
C6	2000	1000	1000	5 000' E 72.46
C7	2000	1000	1000	5 000' E 72.46
C8	2000	1000	1000	5 000' E 72.46
C9	2000	1000	1000	5 000' E 72.46
C10	2000	1000	1000	5 000' E 72.46
C11	2000	1000	1000	5 000' E 72.46
C12	2000	1000	1000	5 000' E 72.46
C13	2000	1000	1000	5 000' E 72.46
C14	2000	1000	1000	5 000' E 72.46
C15	2000	1000	1000	5 000' E 72.46
C16	2000	1000	1000	5 000' E 72.46
C17	2000	1000	1000	5 000' E 72.46
C18	2000	1000	1000	5 000' E 72.46
C19	2000	1000	1000	5 000' E 72.46
C20	2000	1000	1000	5 000' E 72.46
C21	2000	1000	1000	5 000' E 72.46
C22	2000	1000	1000	5 000' E 72.46
C23	2000	1000	1000	5 000' E 72.46
C24	2000	1000	1000	5 000' E 72.46
C25	2000	1000	1000	5 000' E 72.46
C26	2000	1000	1000	5 000' E 72.46
C27	2000	1000	1000	5 000' E 72.46

CURVE TABLE

Curve #	Radii	Delta	Arc Radius	Chord Bearing/Distance
C1	2000	1000	1000	5 000' E 72.46
C2	2000	1000	1000	5 000' E 72.46
C3	2000	1000	1000	5 000' E 72.46
C4	2000	1000	1000	5 000' E 72.46
C5	2000	1000	1000	5 000' E 72.46
C6	2000	1000	1000	5 000' E 72.46
C7	2000	1000	1000	5 000' E 72.46
C8	2000	1000	1000	5 000' E 72.46
C9	2000	1000	1000	5 000' E 72.46
C10	2000	1000	1000	5 000' E 72.46
C11	2000	1000	1000	5 000' E 72.46
C12	2000	1000	1000	5 000' E 72.46
C13	2000	1000	1000	5 000' E 72.46
C14	2000	1000	1000	5 000' E 72.46
C15	2000	1000	1000	5 000' E 72.46
C16	2000	1000	1000	5 000' E 72.46
C17	2000	1000	1000	5 000' E 72.46
C18	2000	1000	1000	5 000' E 72.46
C19	2000	1000	1000	5 000' E 72.46
C20	2000	1000	1000	5 000' E 72.46
C21	2000	1000	1000	5 000' E 72.46
C22	2000	1000	1000	5 000' E 72.46
C23	2000	1000	1000	5 000' E 72.46
C24	2000	1000	1000	5 000' E 72.46
C25	2000	1000	1000	5 000' E 72.46
C26	2000	1000	1000	5 000' E 72.46
C27	2000	1000	1000	5 000' E 72.46

LINE TABLE

Line #	Station	Distance	Line #	Station	Distance
L1	5 000' E 72.46	1000	L2	5 000' E 72.46	1000
L3	5 000' E 72.46	1000	L4	5 000' E 72.46	1000
L5	5 000' E 72.46	1000	L6	5 000' E 72.46	1000
L7	5 000' E 72.46	1000	L8	5 000' E 72.46	1000
L9	5 000' E 72.46	1000	L10	5 000' E 72.46	1000
L11	5 000' E 72.46	1000	L12	5 000' E 72.46	1000
L13	5 000' E 72.46	1000	L14	5 000' E 72.46	1000
L15	5 000' E 72.46	1000	L16	5 000' E 72.46	1000
L17	5 000' E 72.46	1000	L18	5 000' E 72.46	1000
L19	5 000' E 72.46	1000	L20	5 000' E 72.46	1000
L21	5 000' E 72.46	1000	L22	5 000' E 72.46	1000
L23	5 000' E 72.46	1000	L24	5 000' E 72.46	1000
L25	5 000' E 72.46	1000	L26	5 000' E 72.46	1000
L27	5 000' E 72.46	1000	L28	5 000' E 72.46	1000
L29	5 000' E 72.46	1000	L30	5 000' E 72.46	1000
L31	5 000' E 72.46	1000	L32	5 000' E 72.46	1000
L33	5 000' E 72.46	1000	L34	5 000' E 72.46	1000
L35	5 000' E 72.46	1000	L36	5 000' E 72.46	1000
L37	5 000' E 72.46	1000	L38	5 000' E 72.46	1000
L39	5 000' E 72.46	1000	L40	5 000' E 72.46	1000
L41	5 000' E 72.46	1000	L42	5 000' E 72.46	1000
L43	5 000' E 72.46	1000	L44	5 000' E 72.46	1000
L45	5 000' E 72.46	1000	L46	5 000' E 72.46	1000
L47	5 000' E 72.46	1000	L48	5 000' E 72.46	1000
L49	5 000' E 72.46	1000	L50	5 000' E 72.46	1000
L51	5 000' E 72.46	1000	L52	5 000' E 72.46	1000
L53	5 000' E 72.46	1000	L54	5 000' E 72.46	1000
L55	5 000' E 72.46	1000	L56	5 000' E 72.46	1000
L57	5 000' E 72.46	1000	L58	5 000' E 72.46	1000
L59	5 000' E 72.46	1000	L60	5 000' E 72.46	1000
L61	5 000' E 72.46	1000	L62	5 000' E 72.46	1000
L63	5 000' E 72.46	1000	L64	5 000' E 72.46	1000
L65	5 000' E 72.46	1000	L66	5 000' E 72.46	1000
L67	5 000' E 72.46	1000	L68	5 000' E 72.46	1000
L69	5 000' E 72.46	1000	L70	5 000' E 72.46	1000
L71	5 000' E 72.46	1000	L72	5 000' E 72.46	1000
L73	5 000' E 72.46	1000	L74	5 000' E 72.46	1000
L75	5 000' E 72.46	1000	L76	5 000' E 72.46	1000
L77	5 000' E 72.46	1000	L78	5 000' E 72.46	1000
L79	5 000' E 72.46	1000	L80	5 000' E 72.46	1000
L81	5 000' E 72.46	1000	L82	5 000' E 72.46	1000
L83	5 000' E 72.46	1000	L84	5 000' E 72.46	1000
L85	5 000' E 72.46	1000	L86	5 000' E 72.46	1000
L87	5 000' E 72.46	1000	L88	5 000' E 72.46	1000
L89	5 000' E 72.46	1000	L90	5 000' E 72.46	1000
L91	5 000' E 72.46	1000	L92	5 000' E 72.46	1000
L93	5 000' E 72.46	1000	L94	5 000' E 72.46	1000
L95	5 000' E 72.46	1000	L96	5 000' E 72.46	1000
L97	5 000' E 72.46	1000	L98	5 000' E 72.46	1000
L99	5 000' E 72.46	1000	L100	5 000' E 72.46	1000
L101	5 000' E 72.46	1000	L102	5 000' E 72.46	1000
L103	5 000' E 72.46	1000	L104	5 000' E 72.46	1000
L105	5 000' E 72.46	1000	L106	5 000' E 72.46	1000
L107	5 000' E 72.46	1000	L108	5 000' E 72.46	1000
L109	5 000' E 72.46	1000	L110	5 000' E 72.46	1000
L111	5 000' E 72.46	1000	L112	5 000' E 72.46	1000
L113	5 000' E 72.46	1000	L114	5 000' E 72.46	1000
L115	5 000' E 72.46	1000	L116	5 000' E 72.46	1000
L117	5 000' E 72.46	1000	L118	5 000' E 72.46	1000
L119	5 000' E 72.46	1000	L120	5 000' E 72.46	1000
L121	5 000' E 72.46	1000	L122	5 000' E 72.46	1000
L123	5 000' E 72.46	1000	L124	5 000' E 72.46	1000
L125	5 000' E 72.46	1000	L126	5 000' E 72.46	1000
L127	5 000' E 72.46	1000	L128	5 000' E 72.46	1000
L129	5 000' E 72.46	1000	L130	5 000' E 72.46	1000
L131	5 000' E 72.46	1000	L132	5 000' E 72.46	1000
L133	5 000' E 72.46	1000	L134	5 000' E 72.46	1000
L135	5 000' E 72.46	1000	L136	5 000' E 72.46	1000
L137	5 000' E 72.46	1000	L138	5 000' E 72.46	1000
L139	5 000' E 72.46	1000	L140	5 000' E 72.46	1000
L141	5 000' E 72.46	1000	L142	5 000' E 72.46	1000
L143	5 000' E 72.46	1000	L144	5 000' E 72.46	1000
L145	5 000' E 72.46	1000	L146	5 000' E 72.46	1000
L147	5 000' E 72.46	1000	L148	5 000' E 72.46	1000
L149	5 000' E 72.46	1000	L150	5 000' E 72.46	1000
L151	5 000' E 72.46	1000	L152	5 000' E 72.46	1000
L153	5 000' E 72.46	1000	L154	5 000' E 72.46	1000
L155	5 000' E 72.46	1000	L156	5 000' E 72.46	1000
L157	5 000' E 72.46	1000	L158	5 000' E 72.46	1000
L159	5 000' E 72.46	1000	L160	5 000' E 72.46	1000
L161	5 000' E 72.46	1000	L162	5 000' E 72.46	1000
L163	5 000' E 72.46	1000	L164	5 000' E 72.46	1000
L165	5 000' E 72.46	1000	L166	5 000' E 72.46	1000
L167	5 000' E 72.46	1000	L168	5 000' E 72.46	1000
L169	5 000' E 72.46	1000	L170	5 000' E 72.46	1000
L171	5 000' E 72.46	1000	L172	5 000' E 72.46	1000
L173	5 000' E 72.46	1000	L174	5 000' E 72.46	1000
L175	5 000' E 72.46	1000	L176	5 000' E 72.46	1000
L177	5 000' E 72.46	1000	L178	5 000' E 72.46	1000
L179	5 000' E 72.46	1000	L180	5 000' E 72.46	1000
L181	5 000' E 72.46	1000	L182	5 000' E 72.46	1000
L183	5 000' E 72.46	1000	L184	5 000' E 72.46	1000
L185	5 000' E 72.46	1000	L186	5 000' E 72.46	1000
L187	5 000' E 72.46	1000	L188	5 000' E 72.46	1000
L189	5 000' E 72.46	1000	L190	5 000' E 72.46	1000
L191	5 000' E 72.46	1000	L192	5 000' E	

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

**E. ACCEPTANCE OF DEDICATION FOR VALE POINTE PLAT:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommend motion to approve and accept the public dedications from Vale Pointe Final Plat.**

**NEW BUSINESS**

**F. RESOLUTION 797-25; VALE POINTE DRAINAGE PETITION:**

Petitions have been received for paving, water, drainage and sewer improvements to Vale Pointe Development. Resolutions 797-25 through 800-25 will authorize and provide for these improvements.

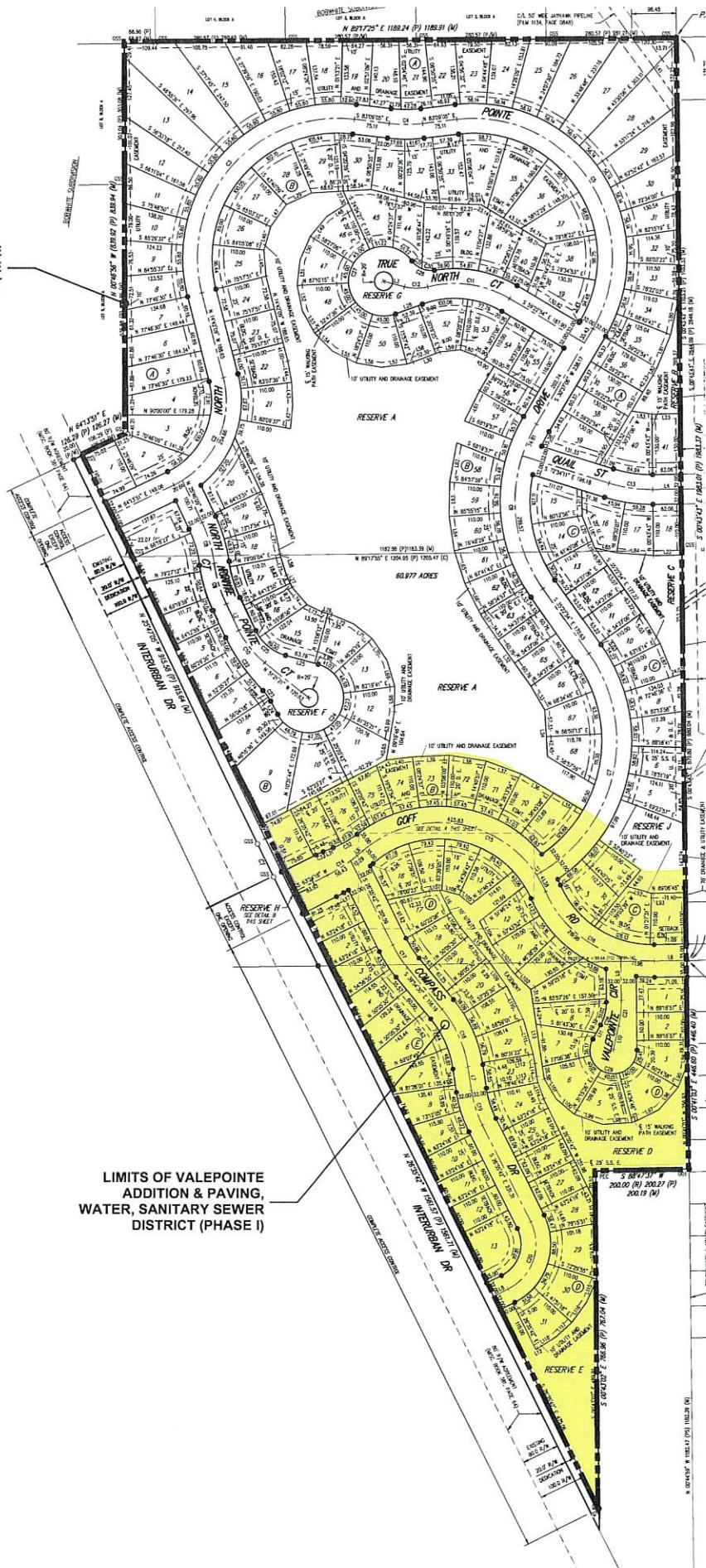
- Petition for Drainage
- Resolution 797-25

## VALEPOINTE PETITION MAP VALLEY CENTER, KANSAS

## Y CENTER, KANSAS

**LIMITS OF VALEPOINTE  
ADDITION & DRAINAGE  
DISTRICT**

LIMITS OF VALEPOINTE  
ADDITION & PAVING,  
WATER, SANITARY SEWER  
DISTRICT (PHASE I)



**DRAINAGE PETITION**  
**(VALEPOINTE - PHASE 1)**

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

Dear Council Members:

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

Lots 1-41, Block A; Lot 1-78, Block B; Lots 1-18, Block C; Lots 1-31, Block D; Lots 1-13 Block E; all in ValePointe, an Addition to Valley Center, Sedgwick County, Kansas.

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

- (a) That there be constructed drainage improvements to serve the Improvement District (the “Improvements”), to be constructed with plans and specifications to be furnished by the undersigned to the City Engineer of the City of Valley Center, Kansas.
- (b) That the estimated and probable cost of the Improvements are one-million and six-hundred thousand dollars (\$1,600,000). Said estimated cost is hereby increased at the pro rata of 1 percent per month from and after October 8, 2025.
- (c) The extent of the improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Lots 1-41, Block A; Lot 1-78, Block B; Lots 1-18, Block C; Lots 1-31, Block D; Lots 1-13 Block E; all in ValePointe, an Addition to Valley Center, Sedgwick County, Kansas.

- (d) That the method of assessment for which the improvement district shall be liable shall be on a fractional basis:  
 100% of this assessment cost will be spread evenly on Lots 1-41, Block A; Lot 1-78, Block B; Lots 1-18, Block C; Lots 1-31, Block D; Lots 1-13 Block E; (181 lots).

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

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

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

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

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

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

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

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

Benonnia Trilli  
OWNER

A. Trilli  
SIGNATURE

10/1/25  
DATE

LEGAL DESCRIPTION

Lots 1-41, Block A; Lot 1-78, Block B; Lots 1-18, Block C; Lots 1-31, Block D; Lots 1-13 Block E; all in ValePointe, an Addition to Valley Center, Sedgwick County, Kansas.

Jeremy Speckert

JS

10/1/25

Gilmore & Bell, P.C.  
10/01/2025

(Published in *The Ark Valley News* on October 16, 2025)

**RESOLUTION NO. 797-25**

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

---

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

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

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

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

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

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

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

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

Lots 1-41, Block A; Lots 1-78, Block B; Lots 1-18, Block C; Lots 1-31, Block D; and Lots 1-13, Block E; all in ValePointe, an Addition to Valley Center, Sedgwick County, Kansas.

(d) The method of assessment is: equally per lot.

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

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

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the governing body of the City on October 7, 2025.

(SEAL)

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

Name: James E. Truman

Title: Mayor

ATTEST:

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

Name: Kristi Carrithers

Title: City Clerk

### **CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on October 7, 2025, as the same appears of record in my office.

DATED: October 7, 2025.

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

Name: Kristi Carrithers

Title: City Clerk

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

**F. RESOLUTION 797-25; VALE POINTE DRAINAGE PETITION:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommend motion to approve Resolution 797-25 authorizing and providing for drainage improvements for Vale Pointe.**

**NEW BUSINESS**

**G. RESOLUTION 798-25; VALE POINTE PAVING PETITION:**

Petitions have been received for paving, water, drainage and sewer improvements to Vale Pointe Development. Resolutions 797-25 through 800-25 will authorize and provide for these improvements.

- Petition for Paving
- Resolution 798-25

**PAVING PETITION**  
**(VALEPOINTE - PHASE 1)**

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

Dear Council Members:

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

Lot 69-78, Block B; Lots 1-4, Block C; Lots 1-31, Block D; Lots 1-13 Block E; all in ValePointe, an Addition to Valley Center, Sedgwick County, Kansas.

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

- (a) That there be constructed paving improvements to serve the Improvement District (the "Improvements"), to be constructed with plans and specifications to be furnished by the undersigned to the City Engineer of the City of Valley Center, Kansas.
- (b) That the estimated and probable cost of the Improvement are one million dollars (\$1,000,000). Said estimated cost is hereby increased at the pro rata of 1 percent per month from and after October 8, 2025.
- (c) The extent of the improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lot 69-78, Block B; Lots 1-4, Block C; Lots 1-31, Block D; Lots 1-13 Block E; all in ValePointe, an Addition to Valley Center, Sedgwick County, Kansas.

- (d) That the method of assessment for which the improvement district shall be liable shall be on a fractional basis:  
100% of this assessment cost will be spread evenly on Lot 69-78, Block B; Lots 1-4, Block C; Lots 1-31, Block D; Lots 1-13 Block E (58 lots).

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

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

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

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

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

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

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

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

<u>Leanne Trilli</u> OWNER	<u>A. Z.</u> SIGNATURE	<u>10/1/25</u> DATE
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LEGAL DESCRIPTION

Lot 69-78, Block B; Lots 1-4, Block C; Lots 1-31, Block D; Lots 1-13 Block E; all in ValePointe, an Addition to Valley Center, Sedgwick County, Kansas.

<u>Jeremy Spears</u> SIGNATURE	<u>10/1/25</u> DATE
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Gilmore & Bell, P.C.  
10/01/2025

(Published in *The Ark Valley News* on October 16, 2025)

**RESOLUTION NO. 798-25**

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

---

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

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

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

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

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

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

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

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

Lots 69-78, Block B; Lots 1-4, Block C; Lots 1-31, Block D; and Lots 1-13, Block E; all in ValePointe, an Addition to Valley Center, Sedgwick County, Kansas.

(d) The method of assessment is: equally per lot.

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

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

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the governing body of the City on October 7, 2025.

(SEAL)

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

Name: James E. Truman

Title: Mayor

ATTEST:

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

Name: Kristi Carrithers

Title: City Clerk

### **CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on October 7, 2025, as the same appears of record in my office.

DATED: October 7, 2025.

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

Name: Kristi Carrithers

Title: City Clerk

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

**G. RESOLUTION 798-25; VALE POINTE PAVING PETITION:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommend motion to approve Resolution 798-25 authorizing and providing for paving improvements for Vale Pointe.**

**NEW BUSINESS**

**H. RESOLUTION 799-25; VALE POINTE SEWER PETITION:**

Petitions have been received for paving, water, drainage and sewer improvements to Vale Pointe Development. Resolutions 797-25 through 800-25 will authorize and provide for these improvements.

- Petition for Sewer
- Resolution 799-25

**SANITARY SEWER PETITION**  
**(VALEPOINTE - PHASE 1)**

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

Dear Council Members:

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

Lot 69-78, Block B; Lots 1-4, Block C; Lots 1-31, Block D; Lots 1-13 Block E; all in ValePointe, an Addition to Valley Center, Sedgwick County, Kansas.

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

- (a) That there be constructed sanitary sewer improvements to serve the Improvement District (the “Improvements”), to be constructed with plans and specifications to be furnished by the undersigned to the City Engineer of the City of Valley Center, Kansas.
- (b) That the estimated and probable cost of the Improvement are seven-hundred and fifty thousand dollars (\$750,000). Said estimated cost is hereby increased at the pro rata of 1 percent per month from and after October 8, 2025.
- (c) The extent of the improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Lot 69-78, Block B; Lots 1-4, Block C; Lots 1-31, Block D; Lots 1-13 Block E; all in ValePointe, an Addition to Valley Center, Sedgwick County, Kansas.

- (d) That the method of assessment for which the improvement district shall be liable shall be on a fractional basis:  
 100% of this assessment cost will be spread evenly on Lot 69-78, Block B; Lots 1-4, Block C; Lots 1-31, Block D; Lots 1-13 Block E (58 lots).

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

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

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

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

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

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

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

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

<u>Aaronna Trilli</u> OWNER	<u>A. Trilli</u> SIGNATURE	<u>10/1/25</u> DATE
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LEGAL DESCRIPTION

Lot 69-78, Block B; Lots 1-4, Block C; Lots 1-31, Block D; Lots 1-13 Block E; all in ValePointe, an Addition to Valley Center, Sedgwick County, Kansas.

Jeremy Spearn

JS 10/1/25

Gilmore & Bell, P.C.  
10/01/2025

(Published in *The Ark Valley News* on October 16, 2025)

**RESOLUTION NO. 799-25-25**

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

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

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

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

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

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

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

(b) The estimated or probable cost of the proposed Improvements is: \$750,000; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

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

Lots 69-78, Block B; Lots 1-4, Block C; Lots 1-31, Block D; and Lots 1-13, Block E; all in ValePointe, an Addition to Valley Center, Sedgwick County, Kansas.

(d) The method of assessment is: equally per lot.

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

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

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the governing body of the City on October 7, 2025.

(SEAL)

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

Name: James E. Truman

Title: Mayor

ATTEST:

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

Name: Kristi Carrithers

Title: City Clerk

### **CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on October 7, 2025, as the same appears of record in my office.

DATED: October 7, 2025.

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

Name: Kristi Carrithers

Title: City Clerk

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

**H. RESOLUTION 799-25; VALE POINTE SEWER PETITION:**

Should Council choose to proceed,

**RECOMMENDED ACTION:**

Staff recommend motion to approve Resolution 799-25 authorizing and providing for sewer improvements for Vale Pointe.

**NEW BUSINESS**

**I. RESOLUTION 800-25; VALE POINTE WATER PETITION:**

Petitions have been received for paving, water, drainage and sewer improvements to Vale Pointe Development. Resolutions 797-25 through 800-25 will authorize and provide for these improvements.

- Petition for Water
- Resolution 800-25

**WATER PETITION**  
**(VALEPOINTE - PHASE 1)**

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

Dear Council Members:

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

Lot 69-78, Block B; Lots 1-4, Block C; Lots 1-31, Block D; Lots 1-13 Block E; all in ValePointe, an Addition to Valley Center, Sedgwick County, Kansas.

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

- (a) That there be constructed water improvements to serve the Improvement District (the "Improvements"), to be constructed with plans and specifications to be furnished by the undersigned to the City Engineer of the City of Valley Center, Kansas.
- (b) That the estimated and probable cost of the Improvement are five hundred thousand dollars (\$500,000). Said estimated cost is hereby increased at the pro rata of 1 percent per month from and after October 8, 2025.
- (c) The extent of the improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lot 69-78, Block B; Lots 1-4, Block C; Lots 1-31, Block D; Lots 1-13 Block E; all in ValePointe, an Addition to Valley Center, Sedgwick County, Kansas.

- (d) That the method of assessment for which the improvement district shall be liable shall be on a fractional basis:  
100% of this assessment cost will be spread evenly on Lot 69-78, Block B; Lots 1-4, Block C; Lots 1-31, Block D; Lots 1-13 Block E (58 lots).

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

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

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

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

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

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

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

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

Granonna Trilli

OWNER

B.Z.

SIGNATURE

10/1/25

DATE

LEGAL DESCRIPTION

Lot 69-78, Block B; Lots 1-4, Block C; Lots 1-31, Block D; Lots 1-13 Block E; all in ValePointe, an Addition to Valley Center, Sedgwick County, Kansas.

Jeremy Spelton

J.S.

10/1/25

Gilmore & Bell, P.C.  
10/01/2025

(Published in *The Ark Valley News* on October 16, 2025)

**RESOLUTION NO. 800-25**

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

---

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

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

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

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

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

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

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

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

Lots 69-78, Block B; Lots 1-4, Block C; Lots 1-31, Block D; and Lots 1-13, Block E; all in ValePointe, an Addition to Valley Center, Sedgwick County, Kansas.

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

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

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

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

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**ADOPTED** by the governing body of the City on October 7, 2025.

(SEAL)

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

Name: James E. Truman

Title: Mayor

ATTEST:

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

Name: Kristi Carrithers

Title: City Clerk

### **CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on October 7, 2025, as the same appears of record in my office.

DATED: October 7, 2025.

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

Name: Kristi Carrithers

Title: City Clerk

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

**I. RESOLUTION 800-25; VALE POINTE WATER PETITION:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommend motion to approve Resolution 800-25 authorizing and providing for water improvements for Vale Pointe.**

**NEW BUSINESS**

**J. APPROVAL OF DESIGN AGREEMENT WITH SEH FOR VALE  
POINTE:**

Jake Vasa, SEH will present Professional Design Agreement for Vale Pointe Development. This agreement will be for construction documents for the grading package for entire site and Phase I infrastructure. Total cost of agreement is \$258,300.00.

- Agreement

## Agreement for Professional Services

This Agreement is effective as of October 7, 2025, between the City of Valley Center, Kansas (Client) and Short Elliott Hendrickson Inc. (Consultant).

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

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

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

**Telephone:** 308.870.2150 **email:** bclark@valleycenterks.gov

**Project Manager:** Jake Vasa

**Address:** 3122 N. Cypress Street, Wichita, Kansas 67226

**Telephone:** 402.480.4096 **Email:** jvasa@sehinc.com

**Project Description:** The project area is an approximate 60 acre site, and is located on the east side of Interurban Drive at Goff Road in the City of Valley Center, Kansas. Phase I will include the south portion of the project, including 58 single family lots. The proposed development design will include; grading, paving, water main, sanitary sewer main, and drainage. A bid package will be developed for the entire scope of work.

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

**Task 1: Construction Documents (*Grading Package for Entire Site, and Phase I Infrastructure*)**

- Entire Site grading plan, showing lot pad elevations, and detention & retention pond grading & drainage.
- Erosion control plans for entire site grading, including erosion control devices and SWPPP notes and plan, as a part of the infrastructure plans in one plan set.
- Develop roadway alignment and typical sections for new street entrances to the development
- Develop paving plans for new street entrances & roadway ditches
- Develop drainage routing and design
- Provide culvert calculations for pipe sizing
- Develop water main routing and design
- Develop sanitary sewer routing and design
- Final Plans for City staff review, which shall include the following:
  - o Title sheet
  - o Notes sheet
  - o Typical section sheet
  - o Details sheets
  - o Control sheet
  - o Grading sheets
  - o Erosion Control sheets
  - o Water Main Plan & Profile
  - o Sanitary Sewer Plan & Profile
  - o Roadway Plan & Profile sheets
  - o Roadway Geometrics & Grades
  - o Culvert Plan & Profile sheets
  - o Roadway Cross-sections sheets
- Provide project specifications
- Send plans to local utility companies for review and relocation coordination, as necessary
- Send plans to Kansas Dept. of Health and Environment (KDHE) for review and permitting

- Make final revisions and incorporate comments from City staff and KDHE from Final Plans review
- Prepare contract documents for bidding
- Solicit bids and answer questions from Contractors for bid preparation
- Coordinate execution of contract documents

**Assumptions:**

The following assumptions were made in preparing this proposal:

- On-Site Construction Services and Material Testing will be provided with a subsequent contract at the time of construction bidding.
- Phase I Construction Documents, will include sanitary sewer to this site, which will sewer by gravity, and will not require a pump station and force main.

**Not included:**

- Traffic Study and/or Memo
- Public Outreach and/or Open House
- Corps of Engineering Permitting (wetland & stream impact permit)
- Landscape plan
- Lift Station Design
- Offsite Improvements (Interurban Drive)

**Owner Provided:**

1. Access to property.
2. Permit Fees.
3. Plat Fees and Mylar costs.

**Deliverables**

- Construction Documents
- Permits
- Bidding Documents

**Schedule:** Consultant will begin work immediately after notice to proceed is issued. The work is planned to take 2 months for completion of bidding documents, with concurrent permitting.

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

**Payment:** The lump sum fee, including expenses and equipment (mileage and lodging), **\$258,300.00**.

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

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

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

Short Elliott Hendrickson Inc.

By:



Full Name: JAKE VASA

Title: PRINCIPAL

City of Valley Center

By:

\_\_\_\_\_

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

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

## Exhibit A-2

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

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

#### A. Lump Sum Basis Option

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

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

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

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

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

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

## General Conditions of the Agreement for Professional Services

### SECTION I – SERVICES OF CONSULTANT

#### A. General

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

#### B. Schedule

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

#### C. Additional Services

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

#### D. Suspension and Termination

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

### SECTION II – CLIENT RESPONSIBILITIES

#### A. General

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

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.

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

### SECTION III – PAYMENTS

#### A. Invoices

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

costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.

2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

#### SECTION IV – GENERAL CONSIDERATIONS

##### A. Standards of Performance

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

##### B. Indemnity for Environmental Issues

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

##### C. Limitations on Liability

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

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

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

##### D. Assignment

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

##### E. Dispute Resolution

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

#### SECTION V – INTELLECTUAL PROPERTY

##### A. Proprietary Information

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

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

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

##### C. Reuse of Documents

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

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

**J. APPROVAL OF DESIGN AGREEMENT WITH SEH FOR VALE  
POINTE:**

Should Council choose to proceed,

**RECOMMENDED ACTION:**

Staff recommends motion to approve Design Agreement with SEH for Vale Pointe development in an amount of \$258,300.00 and authorize Mayor to sign.

**NEW BUSINESS**

**K. APPROVAL OF CHANGE ORDER #1-HARVEST PLACE PHASE I IMPROVEMENTS:**

Jake Vasa, SEH will present a change order for Harvest Place. A change to connect the Sunflower Drive to 93rd Street was incorporated into the Mass Grading project at the direction of the Developer. This change required extending storm sewer to 93rd street where a swale was initially designed. The extension of this storm sewer (Dual 36" pipes) then required sanitary sewer to be laid under the 36" pipes. Cost of change order is \$28,790.00

- Change Order #1

## CHANGE ORDER NO. 1

OWNER	<u>City of Valley Center</u>	DATE	<u>10/2/2025</u>
CONTRACTOR	<u>Mies Construction, Inc.</u>		
ENGINEER	<u>SEH</u>		
Contract	<u>Harvest Place Phase I Improvements</u>	SEH No.	<u>VALCT 181166</u>
Project	<u>Harvest Place</u>		

You are directed to make the following changes in the Contract Documents:

Description:

1. Contractor is required to build sanitary sewer pipe under previously installed storm sewer pipe due to changes to the project requested by the Developer.

	<b>Sanitary Sewer</b>	Unit Price	Unit	Unit Type	
New Item	Dual 36" Sanitary Sewer Crossing	\$28,790.00	1.00	LS	\$28,790.00
	<b>CHANGE ORDER #1 TOTAL</b>				<b>\$28,790.00</b>

Reason for Change Order:

1. A change to connect the Sunflower Drive to 93<sup>rd</sup> Street was incorporated into the Mass Grading project at the direction of the Developer. This change required extending storm sewer to 93<sup>rd</sup> street where a swale was initially designed. The extension of this storm sewer (Dual 36" pipes) then required sanitary sewer to be laid under the 36" pipes.

Attachments (List of documents supporting change): Cost Breakdown provided by Mies Construction.

ITEM	CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES	
		Substantial Completion	Ready for Final Payment
Original Contract Price:	\$2,631,984.49	04/05/2026	04/05/2026
Net increase (decrease) from previous Change Order No. to :	\$0.00	-	-
Net increase (decrease) of this Change Order:	\$28,790.00	04/05/2026	04/05/2026
Contract price with all approved Change Orders:	\$2,660,774.49	04/05/2026	04/05/2026

In accordance with the Kansas Uniform Transaction Act, an electronic signature on this document is binding and afforded the same effect as if the document was signed by hand.

**RECOMMENDED:**

SEH, Inc.  
PO Box 771062  
Wichita, KS 67277

**APPROVED:**

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

**ACCEPTED:**

Mies Construction, Inc.  
1919 SW Blvd.  
Wichita, KS 67213

By:



By:

By:

Title: Project Engineer

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

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

Date: 10/2/2025

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

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

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

**K. APPROVAL OF CHANGE ORDER #1-HARVEST PLACE PHASE I IMPROVEMENTS:**

Should Council choose to proceed,

**RECOMMENDED ACTION:**

Staff recommends motion to approve change order #1 for Harvest Place in the amount of \$28,790.00 authorize Mayor to sign.

## **NEW BUSINESS**

### **L. ORDINANCE 1435-25; U.P.O.C:**

Public Safety Director Newman will present Ordinance 1435-25; Uniform Public Offense Code for 1<sup>st</sup> reading.

The following section was amended in the 41<sup>st</sup> edition:

Sec. 6.7.2 Trespassing on a Critical Infrastructure Facility

➤ Ordinance 1435-25

## ORDINANCE NO. 1435-25

### AN ORDINANCE RELATED TO THE REGULATION OF PUBLIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF VALLEY CENTER, KANSAS, INCORPORATING BY REFERENCE THE "2025 UNIFORM PUBLIC OFFENSE CODE," 41<sup>ST</sup> EDITION, AMENDING CHAPTER 9.01 OF THE VALLEY CENTER MUNICIPAL CODE AND AMENDMENTS THERETO; AMENDING THE PROVISIONS THEREOF THAT REGULATE.

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

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

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

There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Valley Center, Kansas, that certain code known as the 2025 "Uniform Public Offense Code for Kansas Cities," 41<sup>st</sup> Edition, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, with certain additions as are provided in Section 2 of this Ordinance. At least one copy of said Uniform Public Offense Code shall be marked or stamped "Official Copy as Adopted by Ordinance No. 1435-25," and to which shall be attached a copy of this Ordinance, and filed with the City Clerk, to be open for inspection and available to the public at all reasonable hours. The police department, municipal judge and all administrative departments of the City charged with the enforcement of this ordinance shall be supplied, at the cost of the City, such number of official copies of the ordinance similarly marked, as may be deemed expedient.

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

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

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

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

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

**PASSED AND APPROVED by the Governing Body of the City of Valley Center, Kansas, this 21<sup>st</sup> day of October 2025.**

First Reading: October 7, 2025

Second Reading: October 21, 2025

{SEAL}

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James E. Truman, Mayor

ATTEST:

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Kristi Carrithers, City Clerk

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

**L. ORDINANCE 1435-25; U.P.O.C:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommends motion to adopt Ordinance 1435-25, amending Chapter 9.01 of the Valley Center Municipal Code and amendments thereto, for 1st reading.**

## **NEW BUSINESS**

### **L. ORDINANCE 1436-25; S.T.O.:**

Public Safety Director Newman will present Ordinance 1436-25 to adopt the 2025 Standard Traffic Ordinance.

The following sections were modified in 52<sup>nd</sup> edition of the STO published in 2025.

New

Section 40.3 Passing a Stationary Vehicle Displaying Hazard or Caution Signals

Amended

Section 114.5 Unlawful Operation of a Work-site Utility Vehicle

Section 201.1 Failure to Comply with a Traffic Citation

➤ Ordinance 1436-25

## ORDINANCE NO. 1436-25

### AN ORDINANCE RELATED TO THE REGULATION OF TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF VALLEY CENTER, KANSAS, INCORPORATING BY REFERENCE THE 2025 "STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES," 52<sup>nd</sup> EDITION, AMENDING CHAPTER 10.04 OF THE VALLEY CENTER MUNICIPAL CODE AND AMENDMENTS THERETO.

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

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

#### **10.04.010. Incorporating Standard Traffic Ordinance**

There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Valley Center, Kansas, the 2025 "Standard Traffic Ordinance for Kansas Cities, 52<sup>nd</sup> Edition", prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are omitted, deleted, modified or changed by Chapter 10 of the Valley Center Municipal Code, and amendments thereto. At least one copy of the Standard Traffic Ordinance shall be marked or stamped "Official Copy as Adopted by Ordinance No. 1436-25," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change, and to which shall be attached a copy of the incorporating ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The police department, municipal judge and all administrative departments of the City charged with enforcement of the chapter shall be supplied, at the cost of the City, such number of official copies of such Standard Traffic Ordinance similarly marked, as may be deemed expedient.

**Section 2.** Amendment to Sec. 29 of the 2025 Standard Traffic Ordinance for Kansas Cities, 52<sup>nd</sup> Edition, Section 29 of the 2025 Standard Traffic Ordinance for Kansas Cities is hereby amended to provide for and describe the offense of careless driving by addition to this Standard Traffic Ordinance for Kansas Cities as Section "29.1" which will provide as follows:

#### Section 29.1. Careless Driving; Penalties

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

**Section 3.** Amendment to Section 93b of the 2025 Standard Traffic Ordinance for Kansas Cities, 52<sup>nd</sup> Edition, Section 93b of the 2025 Standard Traffic Ordinance for Kansas Cities is amended to provide for and describe the offense of overtime parking by the addition to Section 93b of the 52<sup>nd</sup> Edition of the 2025 Standard Traffic Ordinance for Kansas Cities shall state as follows:

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

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

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

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

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

**PASSED AND APPROVED by the Governing Body of the City of Valley Center, Kansas, this 21<sup>st</sup> day of October, 2025.**

First Reading:	October 7, 2025
Second Reading:	October 21, 2025

[SEAL]

ATTEST:

James E. Truman, Mayor

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Kristi Carrithers, City Clerk

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

**M. ORDINANCE 1436-25; S.T.O:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommends motion to adopt Ordinance 1436-25, amending Chapter 10.04, section 10 of the Valley Center Municipal Code and amendments thereto related to the Regulation of Traffic within the corporate limits of the City of Valley Center, Kansas, for 1st reading**

**NEW BUSINESS**

**N. ORDINANCE 1437-25; CITY WATER RESTRICTIONS:**

Public Works Director Eggleston will present Ordinance 1437-25 for 1<sup>st</sup> reading. This will establish permanent spray irrigation and outdoor water use restrictions.

- Staff Memo
- Water Schedule
- Ordinance 1437-25



October 7, 2025

To: Mayor Truman & Council Members  
From: Rodney Eggleston, Public Works Director

***Subject: PERMANENT SPRAY IRRIGATION AND OUTDOOR WATER USE RESTRICTIONS***

## **PROPOSAL**

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On September 15, permanent outdoor water restrictions went into effect in the City of Wichita. We are a wholesale customer of Wichita and are contractually bound to follow with like restrictions. Staff posted notification of said restrictions on social media. The attached ordinance being brought before you for first reading allows for enforcement of said restrictions.

## **RECOMMENDATION**

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Administration recommends approval of the "Permanent Spray Irrigation and Outdoor Water Use Restrictions" for first reading.

Sincerely,  
Rodney Eggleston  
Public Works Director



# KNOW YOUR WATERING DAYS

Beginning September 15<sup>th</sup> 2025, outdoor watering will be limited to:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
NO WATERING	EVEN ADDRESSES	ODD ADDRESSES	EVEN ADDRESSES	ODD ADDRESSES	EVEN ADDRESSES	ODD ADDRESSES

- If your address ends in an odd number, you can water on Wednesday, Friday, and Sunday.
- If your address ends in an even number, you can water on Tuesday, Thursday, and Saturday.
- **No outdoor watering on Mondays.**
- **Additionally, time restrictions are in place to keep watering limited to the most efficient time of day. There is no watering allowed between 10:00am – 6:00pm any day of the week.**

Variances to the 3 day per week watering schedule can be requested for the establishment of new turf seed and sod and limited special circumstances. Hand watering and other exempt actions do not require a variance request.

Residents who use well water for irrigation are encouraged to continue to conserve water but are exempt from outdoor watering restrictions.



For additional information please contact Valley Center Public Works at 316-755-7320 or visit [valleycenterks.gov](http://valleycenterks.gov)

**ORDINANCE 1437-25****AN ORDINANCE OF THE CITY OF VALLEY CENTER, KANSAS CONCERNING  
RESTRICTIONS ON USE OF POTABLE WATER SUPPLIED BY THE CITY  
WATER UTILITY CREATING CHAPTER 12.13 AND SECTIONS 12.13.010  
through 12.13.060 OF THE CODE OF THE CITY OF VALLEY CENTER,  
KANSAS.**

**Whereas**, the Valley Center City Council recognizes that conservation and efficient use of water resources is an important step in managing such resources in order to protect the public health and welfare;

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

**SECTION 1.** Chapter 12.13 of the Code of the City of Valley Center, Kansas, to be entitled "PERMANENT SPRAY IRRIGATION AND OUTDOOR WATER USE RESTRICTIONS" is hereby created in the Code of the City of Valley Center, Kansas, and will initially contain new sections 12.13.010 - 12.13.060.

**SECTION 2.** New Section 12.13.010 of the Code of the City of Valley Center, Kansas is hereby created, to read as follows:

**12.13.010 DEFINITIONS.** The following words and phrases, whenever used in this Chapter, shall be construed as defined in this section:

- (A) "Customer" means a person or persons, firm, corporation, or governmental unit furnished potable water by the City of Valley Center's water utility.
- (B) "Customer premise" means the metered location at which a retail customer is furnished potable water by the City of Valley Center's water utility.
- (C) "Director" means the City's Director of Public Works and Utilities.
- (D) "Retail customer" means the customer(s) of record on the water utility account at any given customer premise.
- (D) "Variance" means an exception from the restrictions in this Chapter, applied for and granted through an online process as approved by the Director.
- (E) "Water" means potable water furnished through the distribution system of the City of Valley Center's water utility, and accordingly, does not include water drawn by customers from their own wells or water accumulated by customers from rainfall or natural storm runoff in rain barrels, cisterns, tanks, channels, basins, ponds or similar storage structures.
- (F) "Watering" means outdoor use of water for irrigation, including irrigation with container, hose, drip or spray irrigation mechanisms.
- (G) "Watering by spray irrigation" means a method of applying water through a network that may consist of pumps, valves, pipes, and sprinklers in a controlled manner so that it is distributed similar to rainfall.

**SECTION 3.** New Section 12.13.020 of the Code of the City of Valley Center, Kansas, is hereby created to read as follows:

**12.13.020 RESTRICTIONS ON WATERING.** When no broader restrictions are in effect due to a drought emergency response, it shall nevertheless be unlawful for any customer to engage in or to permit another person to engage in watering at such customer's customer premises between the hours of 10:00 AM and 6:00 PM on any day.

**SECTION 4.** New Section 12.13.030 of the Code of the City of Valley Center, Kansas, is hereby created, to read as follows:

**12.13.030 RESTRICTIONS ON WATERING BY SPRAY IRRIGATION.** When no broader restrictions are in effect due to a drought emergency response, it shall nevertheless be unlawful for any customer to engage in or to permit another person to engage in watering by spray irrigation at such customer's customer premises:

- (a) Between the hours of 10:00 AM and 6:00 PM on any day;
- (b) On a Monday;
- (c) If the last numerical character in the address of the customer's metered customer premises is an odd number, on a Tuesday, Thursday or Saturday; and
- (d) If the last numerical character in the address of the customer's metered customer premises is an even number, on a Wednesday, Friday or Sunday.

**SECTION 5.** New Section 12.13.040 of the Code of the City of Valley Center, Kansas, is hereby created, to read as follows:

**12.13.040 VARIANCES.** The Director is hereby authorized and directed to establish criteria for granting variances from the restrictions in this chapter in cases where special circumstances attendant upon isolated and infrequent activity (such as seeding or sodding) may reasonably necessitate a limited period of daily watering by spray irrigation, and is further directed to establish an online application system by which customers can request such variances. Provided, however, no such variances may be granted when drought emergency restrictions are in effect.

**SECTION 6.** New Section 12.13.050 of the Code of the City of Valley Center, Kansas, is hereby amended to read as follows:

**12.13.050 VIOLATIONS AND PENALTIES.**

- (a) Upon violation of any water use restrictions imposed pursuant to Section 12-13.020 or Section 12.13.030 this chapter, written notice of the violation shall be affixed to the property where the violation occurred and the customer of record and any other person known to city enforcement personnel who is responsible for the violation or its correction shall be provided with either actual or mailed notice. Said notice shall describe the violation and order that it be corrected, cured or abated immediately or within such specified time as the city manager or the city manager's designee determines is reasonable under the circumstances. If the order is not complied with, the city manager or the city manager's designee may assess an administrative fee to the customer in accordance with the standards in subsection (b), below, subject to the following procedures:
  - (1) The city shall give the customer notice by mail or actual notice that an administrative fee will be assessed due to the violation and that the customer will have the opportunity to appeal the administrative fee by requesting a hearing scheduled before the city manager or a person designated as a hearing officer by the city manager;

- (2) If such a hearing is requested by the customer charged with the violation by the specified date, he or she shall be given a full opportunity to be heard before the fee is assessed;
- (3) The city manager or hearing officer shall make findings of fact and order whether a fee should be assessed;
- (b) Upon the first violation of any water use restrictions imposed pursuant to Section 12.13.020 or Section 12.13.030 of this chapter, a written warning shall be issued. A second violation will result in an administrative fee of \$50. Subsequent violations will be punishable with an administrative fee of \$100 per violation.
- (c) All administrative fees shall be subject to the same terms of payment that are set forth in Section 12.08.020 for regularly scheduled water meter charges, following the completion of the procedures in subsection (a), above.

**SECTION 7.** New Section 12.13.060 of the Code of the City of Valley Center, Kansas, is hereby amended to read as follows:

**12.13.060 APPLICATION TO WHOLESALE CUSTOMERS.** Each customer that purchases water from the City of Valley Center's water utility via a wholesale supply connection will be called upon to impose the foregoing water use restrictions and penalties upon the users of its system under its respective wholesale supply contract, as conservation measures adopted by the City of Valley Center.

**SECTION 8. EFFECTIVE DATE.** This ordinance shall take effect and be in force following its adoption and publication in the official City paper.

**PASSED** by the governing body and signed by the Mayor of the City of Valley Center Kansas, on this 21<sup>st</sup> day of October, 2025.

First Reading: October 7, 2025

Second Reading: October 21, 2025

(seal)

---

James E. Truman, Mayor

ATTEST:

---

Kristi Carrithers, City Clerk

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

**N. ORDINANCE 1437-25; CITY WATER RESTRICTIONS:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommends motion to approve for 1<sup>st</sup> reading Ordinance 1437-25 which sets permanent outdoor water restrictions for the City of Valley Center.**

## **NEW BUSINESS**

### **O. APPROVAL OF ORGANIZATIONAL FLOW CHART:**

Public Works Director Eggleston will request approval of updates to the Public Works Organizational Flow Chart. He will propose combining the Infrastructure Manager and the Utilities Manager position into an Assistant Public Works Director. We would then add Streets Lead and Water/Wastewater Lead positions.

The Administrative Assistant position would also be changed to Office Manager.

- Staff Memo
- Organizational Flow Chart



October 7, 2025

To: Mayor Truman & Council Members  
From: Rodney Eggleston, Public Works Director

***Subject: Organizational Flow Chart***

## **PROPOSAL**

---

The City of Valley Center is always re-evaluating processes and procedures to ensure we're providing the most effective as well as efficient services to the public. We have determined it's the best time to re-evaluate the organizational flow chart with the recent departure of the Infrastructure Manager. We are proposing to combine the Infrastructure Manager and the Utilities Manager position into an Assistant Public Works Director. We would then add Streets Lead and Water/Wastewater Lead positions.

At the same time, we would propose updating the Administrative Assistant position to Office Manager. Staff feel that these changes will create a more efficient structure and add needed leadership.

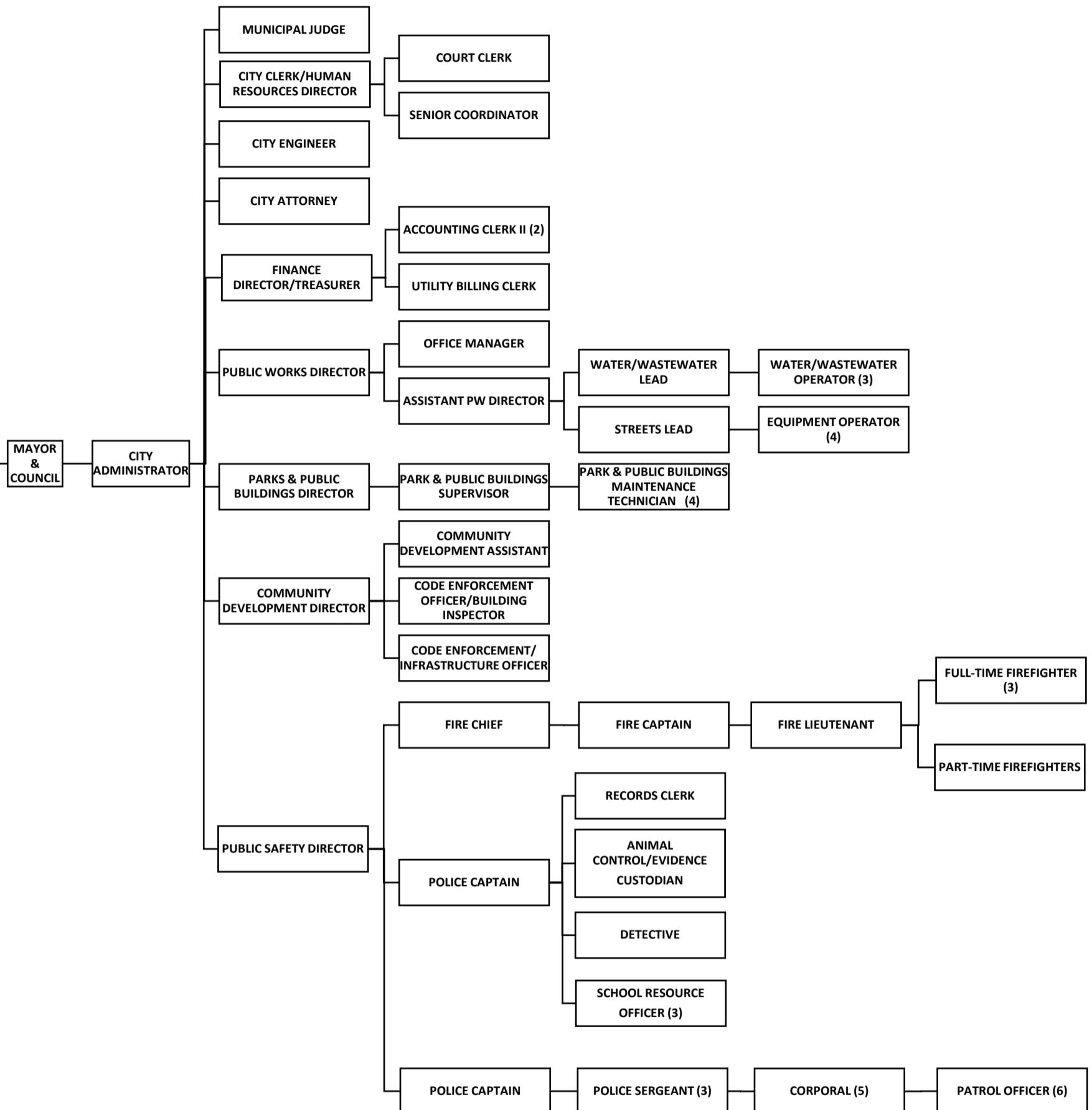
## **RECOMMENDATION**

---

Administration recommends approving the proposed updated organizational flow chart by updating the Administrative Assistant position to Office Manager position and combining the titles of Utilities Manager and Infrastructure Manager into Public Works Assistant Director position. And the addition of a Water/Wastewater Lead and Streets Lead position.

Sincerely,  
Rodney Eggleston  
Public Works Director

# CITIZENS



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

**O. APPROVAL OF ORGANIZATIONAL FLOW CHART:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommend motion to approve the proposed updated organizational flow chart by updating the Administrative Assistant position to Office Manager position and combining the titles of Utilities Manager and Infrastructure Manager into Public Works Assistant Director position. And the addition of a Water/Wastewater Lead and Streets Lead position.**

**NEW BUSINESS****P. APPROVAL OF CASELLE CONTRACT:**

Finance Director Miller will present contract with Caselle for hosted software and services.

License Type	Hosted
Total Training	\$31,525
Total Setup	26,650
Total Conversion	45,133
Special Consideration Discount	(10,000)
<b>Total Investment</b>	<b>\$93,308</b>

A deposit of 50% of the total proposal price is required with order. The remaining balance is due when the first application goes live.

Annual Hosted Maintenance & Support will be \$70,836 and will not increase for three years. Maintenance & Support will be billed when the first application goes live.

➤ Contract



*Caselle®* Hosted Software & Services Proposal

# City of Valley Center, KS

**September 2, 2025**

From:

Wade Walker, Territory Manager  
[ppw@caselle.com](mailto:ppw@caselle.com)

City of Valley Center, KS

September 2, 2025

## Proposal Summary

License Type	Hosted
Total Training	\$31,525
Total Setup	26,650
Total Conversion	45,133
Special Consideration Discount	(10,000)
<b>Total Investment</b>	<b>\$93,308</b>

A deposit of 50% of the total proposal price is required with order. The remaining balance is due when the first application goes live.

Annual Hosted Maintenance & Support will be \$70,836 and will not increase for three years. Maintenance & Support will be billed when the first application goes live.

I have read and agree to all terms & conditions proposed herein. I understand if the City of Valley Center is unable to provide data to Caselle in the requested format, additional fees will apply.

---

Signature

---

Printed Name & Title

---

Date

## General Conditions

- This Proposal is governed by and subject to the Master Services Agreement between Customer and Caselle ("MSA"). Capitalized terms used in this Proposal and not defined herein have the meanings provided in the MSA.
- Caselle has made efforts to ensure the information contained within this Proposal is complete and accurate. However, Caselle reserves the right to correct any error or omission related to fees, product description or availability.
- Fees quoted in this Proposal do not reflect sale or use taxes imposed by any state or local government, or any unit or subdivision thereof; such taxes are Customer's responsibility. Customer agrees to be responsible for the documentation relating to the payment of such taxes to the maximum extent legally permitted. Caselle will be responsible for the collection of such taxes and/or the documentation related thereto, only to the extent required by law.
- New Customers must pay Caselle all one-time fees and costs (implementation fees and conversion fees) to reserve a spot on Caselle's implementation schedule. Caselle will invoice Customer for all ongoing fees when work commences on Customer's project, and that date determines the renewal date of this Proposal. Existing Customers purchasing additional modules will be billed upon commitment as follows: one-time fees billed in full upon commitment; and annual fees prorated to coincide with the annual renewal date.



## Proposal Detail

Caselle® Application Software	License Type	Training	Setup	Conversion	Total	Software Assurance Detail
General Ledger	Hosted	\$2,250	\$700	\$880	\$3,830	\$250
Budgeting	Hosted	Included	-	-	-	-
Bank Reconciliation	Hosted	Included	-	500	500	-
Caselle Advantage Budgeting	Hosted	3,375	2,750		6,125	188
Excel Designer	Hosted	1,125	2,250		3,375	113
Reporting	Hosted	1,125	2,250		3,375	113
Publisher	Hosted	1,125	2,250		3,375	113
GL Interest Allocation	Hosted	550	-	-	550	55
miExcel GL	Hosted	Included	1,000	-	1,000	45
Payroll/Direct Deposit	Hosted	3,375	1,750	1,479	6,604	420
Electronic W2/1099	Hosted	Included	-	-	-	50
Timekeeping	Hosted	1,100	500	-	1,600	125
miTime	Hosted	-	-	-	-	-
Human Resources	Hosted	550	-	-	550	205
miPay	Hosted	-	1,200	-	1,200	70
Accounts Payable	Hosted	550	500	3,000	4,050	250
AP Direct Pay	Hosted	Included	-	-	-	125
Purchases & Requisitions	Hosted	550	-	-	550	125
Accounts Receivable	Hosted	1,100	500	174	1,774	250
Check on Demand	Hosted	Included	250	-	250	100
Utility Management	Hosted	3,375	1,500	5,800	10,675	250
Utility Electronic Reading Interface	Hosted	Included	250	-	250	125
Utility Direct Pay	Hosted	Included	-	-	-	125
Utility Service Orders	Hosted	550	500	-	1,050	125
Online Mapping	Hosted	-	-	-	-	15
Cash Receipting	Hosted	550	500	-	1,050	205
Payment Import	Hosted	Included	1,000	-	1,000	150
Cash Receipting Web Services	Hosted	-	-	-	-	-
Utility Management Web Services	Hosted	-	-	-	-	-
Business License	Hosted	550	500	300	1,350	150
Court Management	Hosted	3,375	1,500	-	4,875	295
Court Citation Import	Hosted	Included	-	-	-	75
Revver Document Management, three (3) Users Included	-	3,000	2,000	-	5,000	300
Permitting	Hosted	1,125	1,000	7,000	9,125	365
Planning & Zoning	Hosted	1,125	1,000	-	2,125	225
Approvals & Notifications	Hosted	550	500	-	1,050	135
Code Enforcement	Hosted	550	500	-	1,050	135

## City of Valley Center, KS

September 2, 2025

Four (4) years Payroll History	-	-	-	12,000	12,000	-
Two (2) years Permitting History	-	-	-	2,000	2,000	-
Two (2) years Utility Management History	-	-	-	2,000	2,000	-
Two (2) years Accounts Payable History	-	-	-	2,000	2,000	-
Two (2) years General Ledger History	-	-	-	6,000	6,000	-
Two (2) years Court Management	-	-	-	2,000	2,000	-
<b>Subtotal</b>	-	<b>\$31,525</b>	<b>\$26,650</b>	<b>\$45,133</b>	<b>\$103,308</b>	<b>\$5,272</b>
Special Consideration Discount					(10,000)	
<b>Grand Total</b>	-	<b>\$31,525</b>	<b>\$26,650</b>	<b>\$45,133</b>	<b>\$93,308</b>	<b>\$5,272</b>
				Special Consideration Discount		
				<b>Subtotal</b>		
				Ten (10) Concurrent Users		
				<b>Total Monthly Maintenance</b>		
						<b>(369)</b>
						<b>4,903</b>
						1,000
						<b>5,903</b>

**Notes:**

1. Training will take place at Caselle. We offer several options for training: at our location in Provo Utah, Onsite and Online. We offer a significant discount to come to our location for training and have found that taking you out of your environment helps avoid interruptions and can be the most beneficial. Some sites request a combination of all three. We encourage training at Caselle but are more than happy to do what works best for you and your staff.
2. The subscription based Revver Document Management includes: Full Text Search, Encryption, Drag and Drop, Role-Based Security, Versioning, Document Retention, Audit Trail, OCR (10,000 pages/month), three (3) Concurrent User Licenses, three (3) Advanced Workflow Licenses and the Caselle Integration.  
Please review the Revver SaaS agreement included with this proposal. Accepting this proposal indicates that you have reviewed and agree to the Revver SaaS agreement.
3. If during the Implementation the Pre-Live and Go-Live needs to be re-scheduled you may be subject to additional charges up to \$10,000 depending on frequency and reason.  
Caselle allocates resources and staffing to accomplish your implementation in a timely manner. When hard dates are set and missed it affects multiple projects and requires more time and resources.
4. History Conversion is available on a per bid basis. Additional fees may apply upon review of existing legacy data.



## Optional On-site Training

*Travel expenses will be invoiced when training is complete and include actual airfare, hotel, and car expenses, plus Caselle's food per diem of \$55.00 per day. These are not included in the total proposal price.*

## On-site Training Requirements

In order to receive the full benefit and value of our software products, it is imperative that the on-site training be conducted in an organized, professional and uninterrupted manner. To ensure this, Caselle Inc. requires the following conditions:

- Training class size will be limited to the number of workstations available in the training area.
- Each training area will have one workstation for each student and one workstation for the instructor or data conversion specialist. Each training workstation must have access to a common network.
- Each training room must have a dedicated printer networked to all the training workstations.
- Training rooms must be set up and completely functional before the first day of training.
- Training rooms should provide an education environment and be free from interruptions or distractions for students. Equipment such as a whiteboard or easel, three-hole punch, and stapler should be available in the training room.
- Key personnel must be available before and after normal working hours to discuss data conversion issues, assist with implementation, or if a "live" run of Accounts Payable, Utility Billing or Payroll etc., is to be done.

Caselle will be in contact with the customer prior to scheduling the training to ensure the above conditions can be met. If delays result from the above conditions not being met during on-site training, additional training fees may apply.



## Implementation Services

Data conversion is an involved, sometimes complicated procedure that must be completed with a high level of accuracy and precision. To make this process run smoothly, Caselle requires your assistance in providing the required materials for preliminary data conversion, offering clarification as needed during the conversion process, and supplying updated materials for the final data conversion. ***Please read the following information carefully.***

### Gathering Preliminary Data

Assemble the following information and send it to Caselle.

- Complete the **Information Worksheets** during each phase of the conversion.
- Provide **data to be converted**.
  - You may need to clarify the data, as needed, during the conversion process.
  - Caselle will not convert the prior period detail during data conversion unless optional history conversion is specified in the contract.
- Send **printed or PDF reports** to verify account balances at the time data is sent to Caselle for preliminary conversion and again for final data conversion.

### Submitting Conversion Data

You will be provided a file layout for each application that will have data conversion. The file layout details the required and/or optional fields that Caselle will need to provide the conversion. The cost of conversion quoted in this proposal is based on your submission of the necessary data in the requested formats. If data cannot be supplied in this format, additional costs will be billed to get your existing data into the desired formats ready for conversion, and could delay any proposed timeline. We may also need file layouts or descriptions of tables and where all of the necessary information is located within your existing data to complete the conversion.

### Data Conversion Timeline

**The timeline begins when the requested data and all required preliminary information has been received by Caselle.** The timeline to complete an accurate data conversion can range from 120 – 180 days. This is dependent upon the condition of the data and the client's willingness to review the preliminary information for accuracy, including information requested in the discovery phase of the conversion.

### Scheduling Training

**Important!** Training will only be scheduled after Caselle has completed the mock conversion and the customer has reviewed and approved the conversion.

After training is scheduled, a representative from the Implementation team will review the remaining steps to ensure a successful implementation, prior to going Live on Caselle.



## Software Setup & Data Conversion

This section contains the items, per directory, that will be setup and converted in each module. Since estimating the exact quantity may be difficult, we will adjust the calculated conversion cost if the actual number of items converted is greater than or less than 25% of the original estimate.

Data conversion requires that data be submitted in the required format. It is the responsibility of the customer to provide data to Caselle. Conversion services to retrieve or modify your data to the required formats are available at an additional cost. These services will be billed at Caselle's current hourly rate and are not included in this proposal.

### General Ledger Setup

- Set up the control table in the General Ledger and Account Masks with the appropriate segments for funds, departments, revenue sources, object codes, and other account classifications.
- Modify the existing chart of accounts to utilize the advanced reporting features available with Caselle, if needed.
- Format five standard financial statements:
  - Balance Sheet with Revenue/Expenditures compared to budget
  - Allocation Reconciliation
  - Income Statement (All Funds)
  - Balance Sheet (All Funds)
  - Fund Summary Income Statement

**Note:** Additional fees may be required to set up additional financial statements.

- Establish all necessary journals for interfaced subsystems to allow the subsystems to update transactions to the General Ledger.
- Create a custom Checklist to document your organization's daily, monthly, and fiscal year-end steps; as well as budget procedures.

### Data Conversion

- The current year-to-date trial balance and budget will be entered and balanced to your existing system. Caselle will provide supporting reports that document the balance sheet accounts, revenues, and expenditure balance for auditing purposes. A trial balance period will be established and all periods from that period forward will contain detail transaction information, if provided.  
**440** accounts are included

### Bank Reconciliation Data Conversion

- Bank reconciliation for the desired cash accounts with outstanding deposits and checks will be established. A bank reconciliation will be completed and balanced to cash for the appropriate beginning period.  
**1** bank accounts are included



**Caselle Advantage  
Setup**

- Gather data from General Ledger and Account Masks to form basis of the hierarchical structure in Caselle Advantage including reporting structure and filter tree.
- Update dataset fields list (columns of data) used for budgeting and reporting inquiries.
- Create transaction drill directly into the general ledger transactions.
- Provide budget entry screen for Next Year Budget and Forecast
- Set triggers between Position Based Budget calculations and Operating Budget salaries and related general ledger accounts to update automatically.
- Setup automated extraction process for employee details from payroll to be presented in position-based budget worksheet.

**Installation and  
Training**

- 1 day for installation of the software which will be offsite installation in preparation for training.
- 2 Days of initial training – Preferably at Caselle location in Provo, UT.
- Training can also be online but is not recommended due to the advanced nature of Advantage.
- On-site Training can be requested at \$1,500 per day plus travel expenses.

**Excel Designer**

- Creates live and dynamic Excel reports.

**Reporting**

- Format a Corporate Dashboard page to include standard general ledger reports, charts and basic alerts.
- ***Note:*** Additional dashboard pages can be added and formatted by the customer.

**Delivery**

- Budget Entry including Position Budget and Reporting is defined in the Advantage scoping document you will receive along with this proposal. Any changes required to the attached scoping document may incur additional costs to this proposal and may be required to be scoped separately.



**Payroll/Direct Deposit Setup**

- Set up necessary pay codes for gross pay, deductions, taxes, and benefits.
- Set up check formats for the Employee Payroll Check and Vendor Remittance for applicable deductions.
- Create a custom Checklist to document all necessary payroll procedures for pay periods and year-end.
- Set up default reports for all necessary payroll reporting, including:
  - Transmittals
  - Standard State/Federal Reporting
- Set up header and batch information with the appropriate ACH/NACHA file information.
- Set up bank file with all necessary employee bank routing information.
- Format one direct deposit voucher and one transmittal voucher.
- Additional form set up, such as timesheets will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

**Data Conversion**

- Each employee's information will be converted. This information includes the employee name, address, Social Security number, exemptions, and worker's compensation status.
- Each employee's wage distribution for salary and benefits will be established.
- Employee pay codes for all wages, deductions, taxes, benefits, and reimbursements will be converted.
- Payroll YTD information will be entered and reviewed to ensure W-2 information is accurate at year-end.
- Payroll processing to verify data conversion is accurate will be completed.
- Payroll YTD totals, leave time, hours, and benefits will be balanced to the existing system if supporting reports are provided.
- Caselle will provide reports of the converted data for auditing purposes.
- Each employee file will be set up with the employee's bank routing account information for full ACH compatibility. A pre-notification test file will be generated and verified to ensure accuracy.

87 employees are included

**Timekeeping Setup**

- Establish activity codes and appropriate payroll overrides.
- Set up and define task codes, including descriptions and General Ledger override accounts, if necessary.
- Set up employee defaults for tasks, activities, and shifts.
- Set up applicable FLSA shifts.



**Accounts Payable  
Setup**

- Establish vendor defaults.
- Format one check form with requested stub detail.
- Create a Checklist to document Accounts Payable procedures, including the printing of 1099's.

**Data Conversion**

- Each vendor's information will be converted. This information includes the vendor name, street address, mailing address, remittance addresses, city, state, zip code, and 1099 status.
  - Exception: 1099 balances can be established, if provided.

**1,500** vendors are included

**AP Direct Pay Setup**

- Set up header and batch information with the appropriate ACH/NACHA file information.
- Set up vendors with necessary routing and account numbers.
- Format one direct pay voucher.

**Purchases &  
Requisitions Setup**

- Format one purchase order form.
- Create a Checklist to document Purchase Order procedures.
- Additional custom purchase order form set up will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

**Accounts Receivable  
Setup**

- Set up the appropriate billing categories and penalty rates.
- Format standard reports for reporting and balancing of customer accounts.
- Format one of each of the following: statements, invoices, and delinquent notices.
- Create a Checklist to document Accounts Receivable procedures.
- Additional form layouts for statements, invoices, and delinquent notices will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

**Data Conversion**

- Each customer's account information will be converted. This information includes the customer's name, street address, mailing address, bill to information, city, state, and zip code.
- Customer balances will be converted.

**87** accounts are included

**Check on Demand  
Setup**

- Format the check form.



**Utility Management  
Setup**

- Set up services, taxes, rate tables, and other fees for billing.
- Format one form for each of the following: utility bills, delinquent notices, and shut-off notices.
- Set up default reports for billing, meter proofing, and reviewing customer information.
- Create table lists to generate customer labels, reports for new connects, terminated customers with credit balances, and terminated customers with a zero balance.
- Create a Checklist to document daily, monthly, and billing procedures.
- Additional forms will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

**Data Conversion**

- Each customer's information will be entered and verified. This information depends on what is provided. Information will be converted as is and normally includes the customer number, name, service address, mailing address, city, state, zip code, telephone numbers, meter number, location, balances, and previous reads.
- All appropriate transactions for balancing the billing will be converted.
- Balancing totals, billing totals, receivable by service totals, if provided, will be balanced to the existing system using supporting reports.
- Caselle will provide reports of the converted data for auditing purposes.

**2,900** meters or customers are included

**Utility Electronic  
Reading Interface  
Setup**

- Create the appropriate import/export formats and test with the interfaced meter reading equipment.

**Utility Direct Pay  
Setup**

- Set up header and batch information with the appropriate information for the direct payment file.
- Set up bank options with bank account and routing information.

**Service Orders Setup**

- Set up the Service Order options (including user, department, and actions).
- Customize Service Order data entry screens.
- Format three Service Order form layouts.
- Set up the Utility Management interface.
- Additional form layouts will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

**Cash Receipting Setup**

- Set up the General Ledger accounts for bank deposits and standard receipting revenue.
- Set up category and distribution codes.
- Set up payment types, for example, check, cash, and credit card, and associated reports for balancing.
- Create default reports to assist in daily operation.
- Create a Checklist to document procedures for daily cash receipting transactions, updates, and posting of receipts.



**Business License Setup**

- Format one form layout for each of the following: business license, renewal letter, delinquent notice, and application.
- Set up billing rates, billing frequencies, license types, and business activities.
- Additional forms or licenses will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

**Data Conversion**

- All applicable business information and account balances will be converted.
- Business information includes the owner, manager, license type, and business codes, if provided.
- All standard reports will be set up.

**300** businesses are included

**Court Management Setup**

- Use the court information you provide to structure all codes. Codes will cross-reference surcharge, state assessment, and so on.
- Format up to six Follow-up letters. Docket information will accurately default into all correspondence.
- Set cross-reference flags for witness letters, jury letters, pre-trial hearings, failure to comply notices, change of trial dates and/or hearings, appeals, non-appearance, bench warrants, etc.
- Set up special codes to handle collections, community service, jail time, jail credits, DUI School, counseling, etc.
- Create a Checklist to document daily, monthly, and year-end procedures.
- Additional Follow-up letters will be billed at the rate of \$100 per letter. Letters that have multiple pages will be billed \$100 for each additional page included in the form.





## **Scope of Work**

Caselle Advantage (Stage 1)

City of Valley Center, KS, USA

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## 1. Document Details

### History

Version/Date	Created / Modified By
1.0 – 01/14/2020	David Longhurst – Initial Document Created

### Definitions

Name	Example
@NextYear	2025
@CurrentYear	2024
@PriorYear1	2023
@PriorYear2	2022

## 2. Introduction

The purpose of this document is to scope the reporting and budgeting specifications being delivered in Caselle Advantage for City of Valley Center, KS

The following will form part of the Stage 1 delivery of Caselle Advantage based on the information available in the Caselle General Ledger and Payroll (if applicable) modules:

- Corporate Dashboard
- Financial (General Ledger) Reporting & Budgeting
  - Navigation Tree Structure and Filters
  - Dataset Fields
  - Transactions
  - Budgeting
    - Next Year Budget (Operating Budget)
    - Default Worksheets
    - Position Budget Worksheet
- Position Based Budgeting Dataset
- Position Based Reporting Dataset
- Excel Publisher
- Word Publisher
- Scheduler

*Following Stage 1 implementation, training and sign off, Stage 2 delivery of Caselle Advantage involves specific optional custom enhancements of the Position Budget Worksheet which will be scoped separately. Caselle will request that you become familiar with Caselle Advantage functionality that is currently built in, before requesting additional enhancements.*

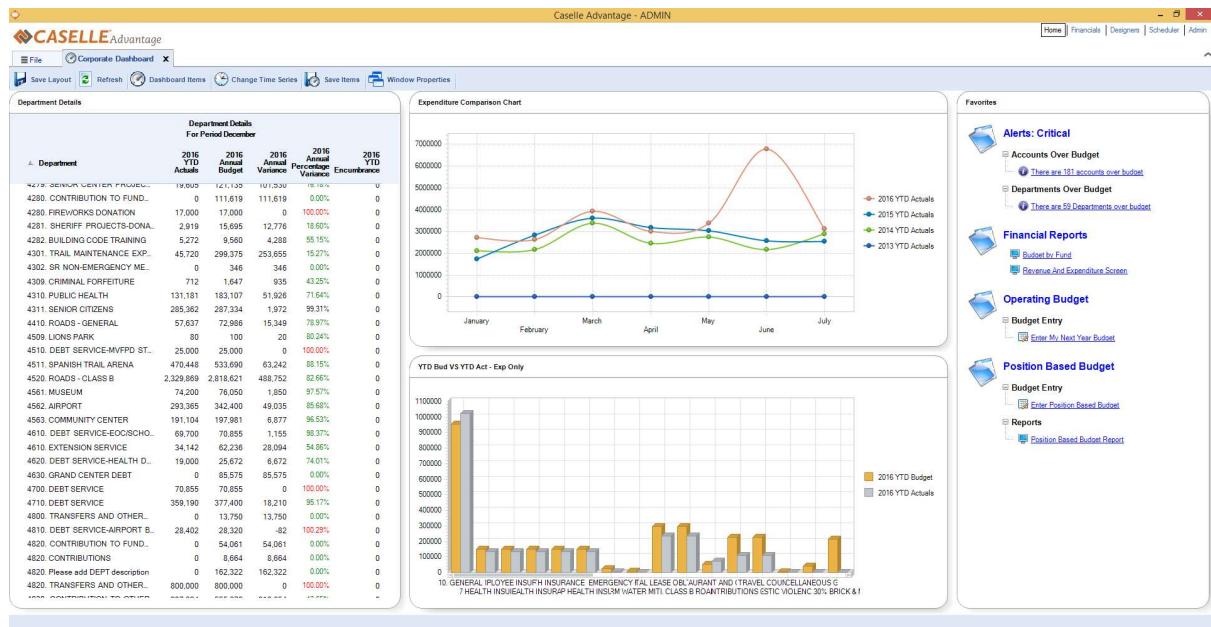
Depending upon these custom requests these enhancements will likely incur additional costs.

### 3. Corporate Dashboard

A Corporate Dashboard will be available to all users based on their security settings and the data they are allowed to see.

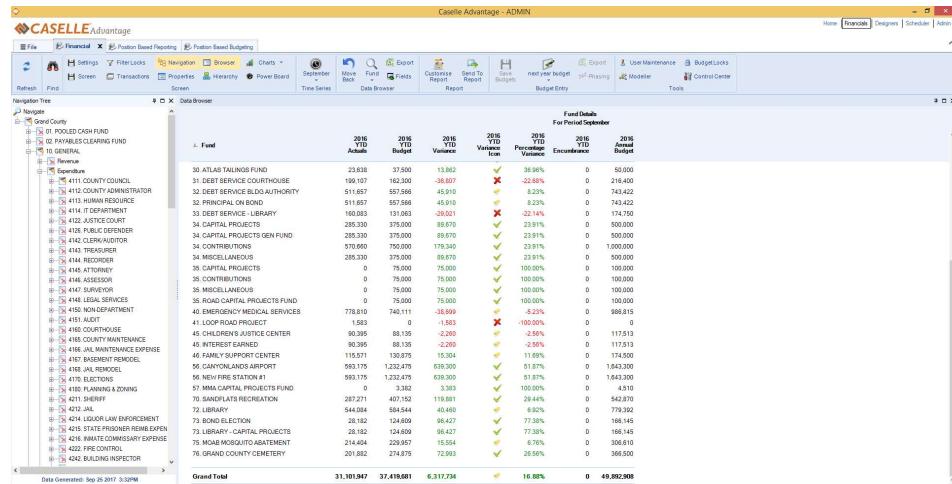
The following items will be included in the Corporate Dashboard:

- Department Details Screen
- YTD Expenditure Comparison Chart (prior years) – Expenses Only
- YTD Budget VS YTD Actual – Expenses Only
- Favorites Quick Link Menu
  - Alerts: Accounts Over Budget
  - Alerts: Departments Over Budget
  - Financial Reports/Screen: Budget by Fund
  - Financial Reports/Screen: Revenue and Expenditure
  - Link to Operating Budget for Department Managers
  - Link to Position Based Budget worksheet for Budget Manager only
  - Financial Reports/Screen: Position Budget Report



## 4. Financial (General Ledger) Reporting & Budgeting Data Set

The Financial tab is the main reporting and budgeting screen available to all users and is directly connected to the General Ledger data in Caselle. User security settings will apply so users will only see the data they have access too.



### Navigation Tree Structure & Filters

The Navigation Tree structure will be made up of your General Ledger formatted account number in Caselle and will be available for users to navigate through the data and build reports on.

This shows how the following Account Number would look: FF-DDD-CC-000

Layer No	Layer Name	Example
1	Organization	City of Advantage
2	Funds	10. General Fund
3	Account Type	Expenditure
4	Departments	411. Police Department
5	Category	51. Salaries & Benefits (optional)
6	Account	10-411-110 Salaries
7*	Account Description	Salaries

#### Notes:

All layers for reporting purposes can be 'zoomed to' outside of a drill path and be used in filtering.

All layers for reporting purposes can be used as outer layers in customized screens and reports for grouping data.

Where a layer is marked with a (\*) and highlighted, this indicates that this layer will only be displayed as a filter layer and not as a part of the navigational drill path.

## Data Set Fields

Data Set Fields within Caselle Advantage are the columns of data that a user can drag and drop onto the screen for reporting purposes.

Below are the fields that will be provided:

Field Name	Description/Source
<b>Most Commonly Used</b>	<b>Heading/Grouping</b>
<b>@CurrentYear</b>	<b>Heading/Grouping</b>
@NextYear Initial Budget Request	Budget Entry
@NextYear Adjustments 1	Budget Entry
@NextYear Adjustments 2	Budget Entry
@NextYear Adjustments 3	Budget Entry
@NextYear Total Next Year Budget	Calculation
@CurrentYear Annual Budget	General Ledger
@CurrentYear Annual Projection	Budget Entry
@CurrentYear Annual Projection Percentage	Calculation
@CurrentYear YTD Actuals	General Ledger
@CurrentYear YTD Budget	General Ledger
@CurrentYear YTD Encumbrance	General Ledger
@CurrentYear YTD Variance	Calculation
@CurrentYear YTD Variance Icon	Calculation
@CurrentYear YTD Percentage Variance	Calculation
@CurrentYear YTD Actuals Last Month	General Ledger
@CurrentYear This Period Budget	General Ledger
@CurrentYear This Period Actuals	General Ledger
@CurrentYear This Period Variance	Calculation
@CurrentYear This Period Percentage Variance	Calculation
@CurrentYear Quarter 1 Actuals	Calculation
@CurrentYear Quarter 2 Actuals	Calculation
@CurrentYear Quarter 3 Actuals	Calculation
@CurrentYear Annual Variance	Calculation
@CurrentYear Annual Percentage Variance	Calculation
@NextYear Initial Budget Request Comments	Budget Entry
@NextYear Adjustment Comments 1	Budget Entry
@NextYear Adjustment Comments 2	Budget Entry
@NextYear Adjustment Comments 3	Budget Entry
<b>@PriorYear1</b>	<b>Heading/Grouping</b>
@PriorYear1 Annual Budget	General Ledger
@PriorYear1 YTD Actuals	General Ledger
@PriorYear1 YTD Budget	General Ledger
@PriorYear1 YTD Encumbrance	General Ledger

@PriorYear1 YTD Variance	Calculation
@PriorYear1 YTD Variance Icon	Calculation
@PriorYear1 YTD Percentage Variance	Calculation
@PriorYear1 YTD Actuals Last Month	General Ledger
@PriorYear1 This Period Budget	General Ledger
@PriorYear1 This Period Actuals	General Ledger
@PriorYear1 This Period Variance	Calculation
@PriorYear1 This Period Percentage Variance	Calculation
@PriorYear1 Quarter 1 Actuals	Calculation
@PriorYear1 Quarter 2 Actuals	Calculation
@PriorYear1 Quarter 3 Actuals	Calculation
@PriorYear1 Full Year Actuals	General Ledger
<b>@PriorYear2</b>	<b>Heading/Grouping</b>
as per above but for @PriorYear2	as per above but for @PriorYear2
<b>@PriorYear3</b>	<b>Heading/Grouping</b>
as per above but for @PriorYear3	as per above but for @PriorYear3
<b>Actuals Columns</b>	<b>Heading/Grouping</b>
<b>@CurrentYear Actuals Columns</b>	<b>Heading/Grouping</b>
<b>@CurrentYear YTD Actuals Columns</b>	<b>Heading/Grouping</b>
@CurrentYear YTD Actuals from Period 1 to 12	General Ledger
<b>@CurrentYear Monthly Actuals Columns</b>	<b>Heading/Grouping</b>
@CurrentYear Monthly Actuals from Period 1 to 12	General Ledger
<b>The above will be repeated for @PriorYear1 and @PriorYear2</b>	
<b>Budget Columns</b>	<b>Heading/Grouping</b>
<b>@NextYear Budget Columns</b>	<b>Heading/Grouping</b>
@NextYear Budget Columns from Period 1 to 12	Calculation
<b>@CurrentYear Forecast Columns</b>	<b>Heading/Grouping</b>
@CurrentYear Forecast Columns Future Year's 1 to 5	Budget Entry
<b>@CurrentYear Budget Columns</b>	<b>Heading/Grouping</b>
@CurrentYear YTD Budget Columns from Period 1 to 12	General Ledger
@CurrentYear Monthly Budget Columns from Period 1 to 12	General Ledger
<b>@Prior Year 1 Budget Columns</b>	<b>Heading/Grouping</b>
@PriorYear1 YTD Budget Columns from Period 1 to 12	General Ledger
@PriorYear1 Monthly Budget Columns from Period 1 to 12	General Ledger
<b>@Prior Year 2 Budget Columns</b>	<b>Heading/Grouping</b>
@PriorYear2 YTD Budget Columns from Period 1 to 12	General Ledger
@PriorYear2 Monthly Budget Columns from Period 1 to 12	General Ledger

Account	10. GH-NHAK Expenditure 4160. COURTHOUSE Department Account Details For Period September						
	2016 YTD Actuals	2016 YTD Budget	2016 YTD Variance	2016 YTD Variance Icon	2016 YTD Percentage Variance	2016 YTD Encumbrance	2016 Actual Budget
10-160-110-000 SALARIES	158,514	159,801	1,087	🟡	0.68%	0	212,801
10-160-130-000 EMPLOYEE BENEFITS	94,998	101,840	6,942	🟡	6.72%	0	135,786
10-160-230-000 TRAVEL	0	750	750	🟡	100.00%	0	1,000
10-160-240-000 OFFICE SUPPLIES	0	750	750	🟡	100.00%	0	1,000
10-160-250-000 EQUIPMENT MAINTENAN...	5,034	7,500	2,466	🟡	32.83%	0	10,000
10-160-260-000 BUILDING & GROUNDS M...	22,695	45,000	22,305	🟡	49.57%	0	60,000
10-160-270-000 UTILITIES	61,228	90,000	28,772	🟡	31.97%	0	120,000
10-160-290-000 FUEL	1,204	3,750	2,446	🟡	55.23%	0	5,000
10-160-310-000 PROFESSIONAL & TECHNL...	900	3,750	2,850	🟡	76.00%	0	5,000
10-160-360-000 CELL PHONE ALLOWANCE	2,250	2,250	0	🟡	0.00%	0	3,000
10-160-400-000 SPECIAL DEPT. SUPPLIES	2,413	4,875	2,462	🟡	55.50%	0	6,500
10-160-730-000 CAPITAL IMPROVEMENTS	1,530	0	-1,530	🔴	-100.00%	0	0
10-160-800-000 INVENTORY	110	3,750	3,640	🟡	97.07%	0	5,000
<b>Grand Total</b>	<b>350,976</b>	<b>423,815</b>	<b>72,839</b>	<b>🟡</b>	<b>17.19%</b>	<b>0</b>	<b>565,087</b>

## Transactions

Transaction windows will be provided for both current Year and the previous year General Ledger transactions. A Budget Audit transaction window will also be active to capture budget changes in detail.

These transaction windows can be automatically opened by double clicking on an account layer description. They will also be available through the right click menu.

## *General Ledger Transactions Example*

Account	Grand County 10 GENERAL Expenditure Account Type Account Details For Period September									
	2016 YTD Actuals	2016 YTD Budget	2016 YTD Variance	2016 YTD Variance Icon	2016 YTD Period Variance	2016 YTD Encumbrance	2016 YTD Actual	2016 YTD Budget		
	10,411-250-000, EQUIPMENT MAINTENANCE	902	750	-152	✗	-20.25%	0	1,000		
	10,411-310-000, PROFESSIONAL SERVICES	3,039	2,250	-779	✗	-34.62%	0	3,000		
10,411-350-000, CELL PHONE ALLOWANCE	930	810	-120	✗	-14.78%	0	1,000			
10,411-400-000, SPECIAL DEPT. SUPPLIES	557	450	-107	✗	-23.81%	0	600			
10,411-800-000, INVENTORY	1,551	1,163	-388	✗	-33.38%	0	1,551			
10,411-860-000, SCHOOLING EXPENSE	405	600	200	✓	33.34%	0	800			
10,411-800-000, SUBSCRIPTIONS & MEMB.	53,861	51,809	-1,852	✓	-3.58%	0	69,078			
10,411-210-000, EMPLOYEE BENEFITS	27,443	28,542	1,099	✗	3.65%	0	38,056			
10,411-210-000, SUBSCRIPTIONS & MEMB.	34	75	41	✓	54.21%	0	100			
10,411-230-000, TRAVEL	1,637	2,100	463	✓	22.93%	0	2,800			

Transaction Details For 10-411-10-000. Professional Services

Accounting Year	Accounting Period	Transaction Description	Amount	Transaction Date	Journal Type	Journal Description	Sequence Number
2016	9	UNIVERSAL BACKGROUND SCREENING	3,029.00	4/10/2016	Not Applicable	ACCOUNTS PAYABLE	
2016	9	UNIVERSAL BACKGROUND SCREENING		4/10/2016	Not Applicable	ACCOUNTS PAYABLE	1
2016	5	WORKFORCE QA		4/5/2016	Not Applicable	ACCOUNTS PAYABLE	1
2016	5	WORKFORCE QA		13/5/2016	Not Applicable	ACCOUNTS PAYABLE	1
2016	5	WORKFORCE QA		4/5/2016	Not Applicable	ACCOUNTS PAYABLE	1
2016	5	WORKFORCE QA		4/5/2016	Not Applicable	ACCOUNTS PAYABLE	1
2016	7	WORKFORCE QA		4/5/2016	Not Applicable	ACCOUNTS PAYABLE	1
2016	7	WORKFORCE QA		4/5/2016	Not Applicable	ACCOUNTS PAYABLE	1
2016	7	WORKFORCE QA		9/20/2016	Not Applicable	ACCOUNTS PAYABLE	1
2016	7	WORKFORCE QA		9/20/2016	Not Applicable	ACCOUNTS PAYABLE	1
2016	7	WORKFORCE QA		9/20/2016	Not Applicable	ACCOUNTS PAYABLE	1
2016	7	WORKFORCE QA		9/20/2016	Not Applicable	ACCOUNTS PAYABLE	1

Zoom To
Expand to All Layers
Collapse All Layers
Columns
Rows
Customise Layout
Quick Condition
Comments
Attachments
Transactions
Send To
Find
Save Layout
Properties
Close

General Ledger
Next Year Budget Audit
PV General Ledger

### Next Year Budget Audit Transactions Example

next year budget

	2014 Full Year Actuals	2015 Full Year Actuals	2016 YTD Actuals	2016 Annual Budget	2016 Current Year Annual Projection	2016 Current Year Annual Projection Percentage	2017 Initial Budget Request	2017 Initial Budget Comments	2017 Total Next Year Budget	Modified By	Modified Date
<b>Grand Total</b>	<b>492,205</b>	<b>442,714</b>	<b>350,976</b>	<b>565,087</b>	<b>0</b>	<b>0.00%</b>	<b>100</b>		<b>100</b>		
10-4160-260-000. BUILDINGS & GROUNDS MAINTENANCE	49,996	22,157	22,695	60,000	0	0.00%	0		0		
10-4160-260-000. BUILDINGS & GROUNDS MAINTENANCE	107,320	52,850	61,238	120,000	0	0.00%	0		0		
10-4160-280-000. VEHICLE LEASE PMT	0	0	0	0	0	0.00%	0		0		
<b>10-4160-310-000. PROFESSIONAL &amp; TECHNICAL SERVICES</b>	<b>3,323</b>	<b>3,574</b>	<b>1,570</b>	<b>5,000</b>	<b>0</b>	<b>0.00%</b>	<b>100</b>		<b>100</b>	ADMIN	9/25/2017 10:04:50 A.M.
10-4160-360-000. CELL PHONE ALLOWANCE	3,420	3,234	2,250	5,000	0	0.00%	0		0		
10-4160-40-000. SPECIAL DEPT. SUPPLIES	5,963	5,728	2,413	6,500	0	0.00%	0		0		
10-4160-70-000. CAPITAL IMPROVEMENTS	0	0	0	0	0	0.00%	0		0		
10-4160-720-000. CAPITAL BUILDINGS	0	0	0	0	0	0.00%	0		0		
10-4160-730-000. CAPITAL IMPROVEMENTS	0	0	1,530	0	0	0.00%	0		0		

Department: 4160. COURTHOUSE

User Access: Read Write

Approval Status: Started

Transaction Details For 10-4160-290-000. Fud

BUDGETNAME	POSTINGSTRING	Current Year Annual Projection	Current Year Annual Projection Percentage	Initial Budget Request	Initial Budget Comments	Adjustments 1	Adjustments Comments 1	Adjustments 2	Adjustments Comments 2	Adjustments 3	Adjustments Comments 3	Next Year Budget	AUDIT_SOURCE	AUDIT_USERNAME	AUDIT_DATETIME
		0	0	0		0		0		0					
Next Year Budget	10-4160-290-000	0	0	100		0		0		0		100	PowerBudget	ADMIN	9/25/2017 10:04:44 AM
Next Year Budget	10-4160-290-000	0	0	200		0		0		0		200	PowerBudget	ADMIN	9/25/2017 10:04:49 AM
Next Year Budget	10-4160-290-000	0	0	100		0		0		0		100	PowerBudget	ADMIN	9/25/2017 10:04:52 AM

Transaction Name: Next Year Budget Audit

Selected Item: 10-4160-290-000. FUD

DataSet Field: (Default)

# Budgeting

## ■ Next Year Budget (Operating Budget)

The Next Year (Operating) Budget is the budget entry screen that will be used to capture budget amounts at the account level for each department for both Expenditure and Revenue. This a one year annual budget.

This budget entry screen will include a link to the Position Budget Worksheet for all Salary & Benefit related accounts within your General Ledger structure, the ability to attach default worksheets to any account including documents and files. The budget will be captured at the Initial Budget Request (blue column below) and include a 3-stage adjustment process (pink columns below) which will calculate to a Total Next Year Budget column that can be uploaded back into Caselle. The Total Next Year Budget column will be automatically phased evenly across each month and these can be used for reporting purposes.

## *Next Year Budget Entry Screen – Departmental Budget*

Navigation Tree		next year budget										
		2014 Full Year Actuals	2015 Full Year Actuals	2016 YTD Actuals	2016 Budgeted	2016 Current Year Actual Projection	2016 Current Year Annual Projection Percentage	2017 Initial Budget Request	2017 Initial Budget Request Comments	2017 Total next Year Budget	Modified By	Modified Date
		Grand Total	1,155,264	1,100,667	331,085	1,170,475	0	0.00%	0	0		
		10. GENERAL-FUND										
		1. REVENUE										
		2. EXPENDITURE										
		3. 41 LEGISLATIVE										
		4. 42 ATTORNEY										
		5. 43 RECORDER										
		6. 44 SAFETY COMMITTEE										
		7. 45 TREASURER										
		8. 46 STATE										
		9. 47 ELECTIONS										
		10. COMMUNITY & ECON DEVELOPMENT										
		11. HUMAN RESOURCES										
		12. ENGINEERING										
		13. INSPECTION										
		14. PLANNING										
		15. BUILDING MAINTENANCE										
		16. POLICE										
		17. VICTIM ADVOCATE										
		18. SPECIAL FUNCTIONS										
		19. CAS										
		20. ALCOHOL LAW ENFORCEMENT										
		21. FIRE										
		22. PUBLIC WORKS ADMINISTRATION										
		23. STREETS										
		24. IRRIGATION WATER SYSTEM										
		25. STREETS MAINTENANCE										
		26. SANITATION										
		27. WEED ABATEMENT										
		28. SHOP										
		29. CEMETERY										
		30. LIBRARY										
		31. ADULT EDUCATION GRANT										
		32. NONDEPARTMENTAL										
		33. COMMUNITY PROGRESS										
		34. TRANSFERS TO OTHER FUNDS										
		35. LEASE PAYMENT - INTEREST										
		36. BANNER										
		37. SAFETY SHOES & CLOTHING										
		38. LEARNER-FUND - PRINCIPAL										
		39. LEASE PAYMENT - INTEREST										
		40. LEASE PAYMENT - INTEREST										
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		141. LEARNER-FUND - PRINCIPAL										
		142. LEARNER-FUND - PRINCIPAL										
		143. LEARNER-FUND -										

Next Year Budget Entry Screen – Adjustment Columns Expanded

	2015 Annual Budget	2016 Current Year Annual Projection	2016 Current Year Annual Projection Percentage	2017 Initial Budget Request	2017 Initial Budget Request Comments	2017 Adjustment 1	2017 Adjustment Comment 1	2017 Adjustment 2	2017 Adjustment Comment 2	2017 Adjustment 3	2017 Adjustment Comment 3	2017 Total New Year Budget
<b>Grand Total</b>	<b>1,170,475</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>		<b>0</b>		<b>0</b>		<b>0</b>		<b>0</b>
10-11110. PERMANENT EMPLOYEES	360,900	0	0.00%	0		0		0		0		0
10-11115. EMPLOYEE OVERTIME	12,000	0	0.00%	0		0		0		0		0
10-11116. EMPLOYEE INCENTIVES	1,255	0	0.00%	0		0		0		0		0
10-11120. EQUIPMENT SUPPLIES	110,600	0	0.00%	0		0		0		0		0
10-11130. EMPLOYEE BENEFITS	250,100	0	0.00%	0		0		0		0		0
10-11140. CELL PHONE REIMBURSEMENT	1,700	0	0.00%	0		0		0		0		0
10-11120. TRAVEL & MEALS	2,000	0	0.00%	0		0		0		0		0
10-11130. COMPUTER EQUIPMENT TRAINING	500	0	0.00%	0		0		0		0		0
10-11124. BUSINESS MEALS	300	0	0.00%	0		0		0		0		0
10-11140. OFFICE SUPPLIES & EXPENSE	950	0	0.00%	0		0		0		0		0
10-11131. EQUIPMENT MAINTENANCE	40,000	0	0.00%	0		0		0		0		0
10-11125. PARTS & TIRES	40,000	0	0.00%	0		0		0		0		0
10-11125. AUTO REPAIRS	10,000	0	0.00%	0		0		0		0		0
10-11120. EQUIPMENT MAINTENANCE	2,500	0	0.00%	0		0		0		0		0
10-11125. PARKING LOT MAINT	20,000	0	0.00%	0		0		0		0		0
10-11128. TELEPHONE	0	0	0.00%	0		0		0		0		0
10-11130. COMPUTER EQUIPMENT SERVICES	0	0	0.00%	0		0		0		0		0
10-11131. CONTRACT SERVICES	0	0	0.00%	0		0		0		0		0
10-11132. IRRIGATION SERVICES	5,000	0	0.00%	0		0		0		0		0
10-11133. LANDSCAPE CUTTING	17,000	0	0.00%	0		0		0		0		0
10-11136. I. FUN SERVICES	4,500	0	0.00%	0		0		0		0		0
10-11140. SPECIAL HIGHWAY SUPPLY	70,000	0	0.00%	0		0		0		0		0
10-11141. RECREATION CONCRETE REPLACE	4,000	0	0.00%	0		0		0		0		0
10-11142. SOIL CONCRETE REINFORCEMENT	10,000	0	0.00%	0		0		0		0		0
10-11143. CITY CONCRETE REPLACEMENT	16,500	0	0.00%	0		0		0		0		0
10-11144. DITCH CULVERT	0	0	0.00%	0		0		0		0		0
10-11145. DEPARTMENT SUPPLIES	1,000	0	0.00%	0		0		0		0		0
10-11142. SAFETY	0	0	0.00%	0		0		0		0		0
10-11148. BANNER	0	0	0.00%	0		0		0		0		0
10-11143. SHOES & CLOTHING	2,000	0	0.00%	0		0		0		0		0
10-11150. LEASE PAYMENT - PRINCIPAL	0	0	0.00%	0		0		0		0		0
10-11151. LEASE PAYMENT - INTEREST	0	0	0.00%	0		0		0		0		0

## Next Year Budget Entry Screen – Monthly Columns Expanded



The following fields are included in the Next Year Budget entry screen:

Budget Field	Description
@PriorYear2 Full Year Actuals	Ready Only
@PriorYear1 Full Year Actuals	Ready Only
@CurrentYear YTD Actuals	Ready Only
@CurrentYear Annual Budget	Ready Only
<b>@CurrentYear Current Year Annual Projection</b>	<b>Budget Entry</b>
@CurrentYear Current Year Annual Projection Percentage	Calculation
<b>@NextYear Initial Budget Request</b>	<b>Budget Entry</b>
<b>@NextYear Initial Budget Request Comments</b>	<b>Budget Entry</b>
<b>@NextYear Adjustments 1</b>	<b>Budget Entry</b>
<b>@NextYear Adjustment Comments 1</b>	<b>Budget Entry</b>
<b>@NextYear Adjustments 2</b>	<b>Budget Entry</b>
<b>@NextYear Adjustment Comments 2</b>	<b>Budget Entry</b>
<b>@NextYear Adjustments 3</b>	<b>Budget Entry</b>
<b>@NextYear Adjustment Comments 3</b>	<b>Budget Entry</b>
@NextYear Total Next Year Budget	Calculation
@NextYear Period1 Budget	Phasing Field
@NextYear Period2 Budget	Phasing Field
@NextYear Period3 Budget	Phasing Field
@NextYear Period4 Budget	Phasing Field
@NextYear Period5 Budget	Phasing Field
@NextYear Period6 Budget	Phasing Field
@NextYear Period7 Budget	Phasing Field

@NextYear Period8 Budget	Phasing Field
@NextYear Period9 Budget	Phasing Field
@NextYear Period10 Budget	Phasing Field
@NextYear Period11 Budget	Phasing Field
@NextYear Period12 Budget	Phasing Field
Modified By	Ready Only/System Column
Modified Date	Ready Only/System Column

## ■ Default Worksheets

Default (generic) worksheets can be attached to any account within the budget entry screen using the right click menu. Saving the worksheet will automatically map the total back to the general ledger account selected.

### Next Year Budget Entry Screen – Using Default (generic) worksheets

	2014 Full Year Actuals	2015 Full Year Actuals	2016 YTD Actuals	2016 Annual Budget	2016 Current Year Annual Projection	2016 Current Year Annual Projection Percentage	2017 Initial Budget Request
Grand Total	1,552,364	1,100,667	331,085	1,170,475	0	0.00%	4,360
10-71-110. PERMANENT EMPLOYEES	332,235	347,231	32,352	360,000		0.00%	0
10-71-115. EMPLOYEE OVERTIME	7,982	11,209				0.00%	0
10-71-119. EMPLOYEE INCENTIVES	1,115	1,029				0.00%	0
10-71-120. TEMPORARY EMPLOYEES	16,382	19,920				0.00%	0
10-71-130. EMPLOYEE BENEFITS	232,914	229,953				0.00%	0
10-71-143. CELL PHONE REIMBURSEMENT	1,656	1,656				0.00%	0
10-71-230. TRAVEL & MEALS	1,642	1,567				0.00%	0
10-71-231. EDUCATION & TRAINING	3,352	1,646				0.00%	0
10-71-234. BUSINESS MEALS	300	369				0.00%	0
10-71-240. OFFICE SUPPLIES & EXPENSE	276	424				0.00%	0
10-71-251. FUEL & OIL	47,323	40,483				0.00%	0
10-71-252. PARTS & TIRES	32,775	37,095	4,841	40,000	0	0.00%	0
10-71-253. AUTO REPAIRS	18,534	7,650	1,591	10,000	0	0.00%	0
10-71-257. EQUIPMENT MAINTENANCE	2,513	846	65	2,500	0	0.00%	0
10-71-265. PARKING LOT MAINT	7,931	16,298	0	20,000	0	0.00%	0
10-71-280. TELEPHONE	0	0	0	0	0	0.00%	0
10-71-310. PROFESSIONAL SERVICES	0	0	0	0	0	0.00%	0
10-71-311. CONTRACT SERVICES	0	0	0	0	0	0.00%	0
10-71-312. IRRIGATION SERVICES	2,891	5,020	312	5,000	0	0.00%	0
10-71-313. CONCRETE CUTTING	10,225	12,746	0	12,000	0	0.00%	0

The following fields are included in the Default Worksheet:

Budget Field	Description
Item Description	Data Entry
Unit Price	Data Entry
Quantity	Data Entry
Total	Calculation

## ■ Position Budget Worksheet

The Position Budget Worksheet is used to maintain the salaries and benefits budget at the detailed employee level. The worksheet will be mapped to open and populate all salary & benefit accounts in your General Ledger structure. These will be marked by a blue tag (below). The worksheet will be prepopulated with employee information from your Caselle Payroll module.

If you do not use the Caselle payroll module, a flat file excel spreadsheet can be mapped and imported to include employee information. **This may incur an additional cost.**

The Position Budget Worksheet will include standard columns provided (full list available on next page), which will be mapped to your General Ledger structure.

## Phase 2 – Customization

Anything outside of your General Ledger structure, including those not available in the standard column list (next page), will need to be identified and scoped as part of any future customization work. This includes any specific rules or formulas that are to be calculated for different employees based on employment types or the departments they belong to.

This phase 2 customization is outside of the scope of work detailed in this document and may incur additional consulting costs once scoping is completed.

The following fields will be included in the Position Budget Worksheet:

	<b>Column Name</b>	<b>Description</b>
#1	Position Number	Prepopulated from Payroll & Editable
#2	Position Title	Prepopulated from Payroll & Editable
#3	Employee Name	Prepopulated from Payroll & Editable
#4	GL Account	Prepopulated from Payroll & Editable
#5	Payroll Department	Prepopulated from Payroll & Editable
#6	Percentage Allocation	Prepopulated from Payroll & Editable
#7	Position Type	Prepopulated from Payroll & Editable using drop down list
#8	Position Approval	Editable
#9	Start Date	Prepopulated from Payroll & Editable
#10	End Date	Editable using Calendar Date Selection
#11	FTE	Prepopulated from Payroll & Editable
#12	Hourly Rate	Prepopulated from Payroll & Editable
#13	Backfilled	Editable using Drop Down List
#14	Base Annual Wage	Prepopulated from Payroll & Editable
#15	Merit	Editable
#16	Longevity	Editable
#17	COLA Percentage	Editable
#18	COLA Amount	Calculation: (#14 * #17)/100
#19	Annual Salary	Calculation: (#14 + #15 + #16 + #18) * (#6/100)
#20	Overtime Percentage	Editable
#21	Overtime	Calculation: (#19 * #20)/100
#22	Holiday	Editable
#23	Salary Cost of Employee	Calculation: (#19 + #21 + #22)
#24	PERS Tier	Prepopulated using Excel Import & Editable using drop down list
#25	PERS Percentage	Prepopulated using Excel Import
#26	PERS Amount	Calculation: (#19 * #25)/100
#27	Health Insurance Tier	Prepopulated using Excel Import & Editable using drop down list
#28	Health Insurance Amount	Prepopulated using Excel Import
#29	Workers Comp Tier	Prepopulated using Excel Import & Editable using drop down list
#30	Workers Comp Rate	Prepopulated using Excel Import
#31	Workers Compensation Amount	Calculation: (#19 * #30)/100
#32	Social Security	Calculation: #23 * 0.0765
#33	Total Benefits	Calculation: #26 + #28 + #31 + #32
#34	Full Cost of Employee	Calculation: #23 + #33
#35	Modified User	Ready Only/System Column
#36	Modified Date	Ready Only/System Column

**IMPORTANT NOTE:**

In addition to the above, any Position Based Budget general ledger account in your structure will also be included as long as it's been noted and communicated in the initial scoping of the Position Based Budget Worksheet.

For example, if FICA is a separate general ledger account in your budget entry screen, it will also be added as a separate column with a calculation to the Position Based Budget Worksheet as part of this stage 1 implementation.

## 5. Position Based Budgeting

A Position Based Budgeting tab will be available to the budget manager and will be used to input the position budget worksheet at an organisational level listing all employees. It will not be restricted to employees of a selected departmental budget (as the case with Financial above). It can be used as the Masterfile to budget for detailed employee salary costs.

It will open to the budget entry screen listing all salary & benefit accounts only.

	2015 Full Year Actuals	2016 Annual Budget	2017 Initial Budget Request	2017 Total Next Year Budget	Modified By	Modified Date
<b>Grand Total</b>						
10. GENERAL	11,402,311	12,838,806	110,681	110,681		
4111. COUNTY COUNCIL	6,274,021	7,082,938	110,681	110,681		
4112. COUNTY ADMINISTRATOR	66,800	67,467	110,681	110,681		
10-4112-110-001. SALARIES	186,919	202,951	0	0		
10-4112-110-001. OVERTIME	126,932	135,582	0	0		
10-4112-130-000. EMPLOYEE BE.	0	150	0	0		
10-4113-110-000. SALARIES	59,987	67,219	0	0		
10-4113-110-001. OVERTIME	29,872	23,169	0	0		
10-4113-130-000. EMPLOYEE BE.	0	0	0	0		
4113. HUMAN RESOURCE	90,195	93,220	0	0		
10-4113-110-000. SALARIES	60,323	70,051	0	0		
10-4113-110-001. OVERTIME	0	0	0	0		
10-4113-130-000. EMPLOYEE BE.	33,951	38,056	0	0		
4114. IT DEPARTMENT	100,145	107,134	0	0		
10-4114-110-000. SALARIES	66,119	69,078	0	0		
10-4114-110-001. OVERTIME	74	0	0	0		
10-4114-130-000. EMPLOYEE BE.	32,972	38,056	0	0		
4122. JUSTICE COURT	242,618	257,157	0	0		
10-4122-110-000. SALARIES	171,292	176,917	0	0		
10-4122-110-001. OVERTIME	200	400	0	0		
10-4122-130-000. EMPLOYEE BE.	71,125	79,840	0	0		
4142. CLERKAUDITOR	375,059	431,625	0	0		
10-4142-110-000. SALARIES	231,136	271,830	0	0		
10-4142-110-001. OVERTIME	1,765	4,000	0	0		
10-4142-130-000. EMPLOYEE BE.	142,158	155,795	0	0		
4143. TREASURER	145,964	165,969	0	0		
10-4143-110-000. SALARIES	98,749	110,772	0	0		
10-4143-110-001. OVERTIME	0	0	0	0		

The Position Budget worksheet can then be opened by selecting any budget line item within the Initial Budget Request column. This will open the worksheet and list all employees within your organization that are currently in the Caselle Payroll system.

Enter Details For: 10-4112-110-000. SALARIES													
Position Number	Position Title	Employee Name	Employee Number	Account	Payroll Department	Percentage Allocation	Position Type	Position Start Date	End Date	Rate	Hourly Rate	Buckled	Base Weight
<b>Grand Total</b>													
59	EXECUTIVE PROSECUTORIAL ASSISTANT	Smith, John	488	10-4145-100-000-PRPR	ATTORNEY	100%	Full Time	Approved	100-241748 NO	276,244	0	0	6,665
59	PROSECUTORIAL ASSISTANT	Smith, John	533	10-4145-000-000-PRPR	ATTORNEY	100%	Full Time	Approved	100-21801 NO	48,513	0	0	1,005
60	CIVIL PROSECUTORIAL ASSISTANT	Smith, John	654	10-4145-000-000-PRPR	ATTORNEY	100%	Full Time	Approved	100-21801 NO	48,513	0	0	1,005
61	COURT ATTORNEY	Smith, John	844	10-4145-100-000-PRPR	ATTORNEY	100%	Full Time	Approved	100-48183 NO	48,513	0	0	1,005
72	PROFESSIONAL ASSISTANT	Smith, John	893	10-4145-000-000-PRPR	ATTORNEY	100%	Full Time	Approved	100-164031 NO	32,038	0	0	2,000
72	BIOLOGICAL WEED CONTROL	Smith, John	893	10-4145-000-000-PRPR	WEED CONTROL	100%	Full Time	Approved	100-167300 NO	41,716	0	0	2,000
72	WEED TECHNICIAN	Smith, John	672	10-4241-000-000-PRPR	WEED CONTROL	100%	Full Time	Approved	100-167300 NO	17,399	0	0	2,000
72	WEED TECHNICIAN	Smith, John	1074	25-4241-100000	WEED CONTROL	100%	Full Time	Approved	100-130212 NO	6,817	0	0	2,000
72	BUILDING INSPECTOR	Smith, John	85	10-4242-000-000-PRPR	BUILDING INSPECTOR	100%	Full Time	Approved	100-302541 NO	79,669	0	0	2,000
72	BUILDING INSPECTOR	Smith, John	856	10-4242-000-000-PRPR	BUILDING INSPECTOR	100%	Full Time	Approved	100-298710 NO	32,340	0	0	2,000
72	BUILDING INSPECTOR	Smith, John	908	10-4242-000-000-PRPR	BUILDING INSPECTOR	100%	Full Time	Approved	100-187223 NO	39,359	0	0	2,000
72	CLERKAUDITOR	Smith, John	293	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-313601 NO	56,308	0	0	2,000
72	CLERKAUDITOR	Smith, John	1043	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-208700 NO	56,308	0	0	2,000
72	CLERKAUDITOR	Smith, John	1044	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1045	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1046	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1047	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1048	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1049	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1050	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1051	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1052	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1053	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1054	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1055	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1056	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1057	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1058	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1059	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1060	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1061	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1062	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1063	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1064	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1065	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1066	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1067	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1068	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1069	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1070	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1071	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1072	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1073	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1074	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1075	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1076	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1077	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1078	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1079	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1080	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1081	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1082	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1083	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1084	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John	1085	10-4142-000-000-PRPR	CLERKAUDITOR	100%	Full Time	Approved	100-181891 NO	33,871	0	0	2,000
72	CLERKAUDITOR	Smith, John											

## 6. Position Based Reporting

A Position Based Reporting tab will be available to the budget manager. This access can be passed onto other users who will only see the data they have access too based on security settings applied.

The Position Based Reporting tab will allow you to report on all data captured within the Position Based Budget Worksheet using standard Caselle Advantage reporting functionality.

Employee Name Details For Period September						
Employee Name	Position Type	Standard Hours	Annual Salary	Social Security	Total Benefits	Full Cost of Employee
<b>4111. COUNTY COUNCIL</b>						
Smith, John	Full time	8,320	93,208	7,217	17,473	111,846
<b>Total 4111. COUNTY COUNCIL</b>			<b>93,208</b>	<b>7,217</b>	<b>17,473</b>	<b>111,846</b>
<b>4143. TREASURER</b>						
Smith, Jon A	Full time	520	7,055	540	540	7,595
Smith, Jon B	Full time	2,080	46,032	3,521	3,521	49,553
Smith, Jon C	Full time	520	7,055	540	540	7,595
Smith, Jon D	Full time	1,040	14,110	1,079	1,079	15,189
Smith, Jon E	Full time	2,080	63,055	4,824	4,824	67,879
<b>Total 4143. TREASURER</b>			<b>137,307</b>	<b>10,504</b>	<b>10,504</b>	<b>147,811</b>
<b>4144. RECORDER</b>						
Smith, John A	Full time	2,080	29,933	2,290	2,290	32,223
Smith, John B	Full time	2,080	29,933	2,290	2,290	32,223
Smith, John C	Full time	2,080	50,280	3,846	3,846	54,126
Smith, John D	Full time	2,080	63,531	4,860	4,860	68,391
<b>Total 4144. RECORDER</b>			<b>173,677</b>	<b>13,286</b>	<b>13,286</b>	<b>186,963</b>
<b>Grand Total</b>			<b>404,192</b>	<b>31,007</b>	<b>41,263</b>	<b>446,620</b>

## 7. Training

Two days of training will be provided and will cover the following:

- End User Training
- General Admin

Additional training will be provided if Excel Publisher, Word Publisher, Trees, and Scheduler tools have been purchased.

## 8. User Acceptance

Scope of Caselle Advantage (Stage 1)

Print Name: \_\_\_\_\_ Job Title: \_\_\_\_\_

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

City of Valley Center, USA  
121 S Meridian  
PO Box 188  
Valley Center, KS 67147

## Addendum to Caselle, LLC Master Service Agreement

This Addendum ("this Addendum") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between City of Valley Center, KS and Caselle, LLC ("Vendor"), a limited liability company registered to do business in the state of Kansas (collectively "the parties"). Public Entity intends to contract with Vendor for software subscription to Hosted Services and support (collectively "Services") as more fully set forth in the Master Service Agreement (MSA) dated \_\_\_\_\_ ("the Agreement"). If there is a conflict between the terms of the Agreement and this Addendum, this Addendum Controls.

### 1. Definitions

1.1 "Public Entity Data" means any of Public Entity's electronic information accessible by Vendor because of the Agreement, including but not limited to software, programs, workflows, templates, account data, third party data, meta data, records, usernames, passwords, network settings, reports, statistics, documents, media, spreadsheets, financial information, banking information, credit card information, health information, criminal justice information, personal information, email addresses, names, addresses, and telephone numbers. Public Entity Data includes all data considered CJI, PII, PCI, and PHI under applicable laws and regulations.

1.2 "Critical Update" means an update to address a vulnerability scored as critical severity on the Common Vulnerability Scoring System (CVSS) v3 (reference: National Vulnerability Database, nvd.nist.gov}.

### 2. Termination

**2.1. Return of Public Entity Data.** Upon termination of the Agreement, regardless of the reason, or upon notice of termination being provided by either party, Vendor shall make available within sixty (60) days all Public Entity Data to a mutually agreed industry-standard format . Public Entity Data shall remain accessible and exportable to Public Entity for a period of not less than ninety (90) days following the termination of the Agreement, or until Public Entity directs Vendor to destroy all Public Entity Data in its possession, whichever occurs first. A written certification by an officer of the Vendor must be made available upon request by Public Entity if requested within one hundred and eighty (180) days following termination of the Agreement.

### **3. Indemnification**

**3.1 General Indemnity and Hold Harmless.** For the purposes of the Agreement and as a specific element of consideration, Vendor hereby agrees to indemnify, defend, and hold harmless Public Entity, its officials, officers, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses, including reasonable attorney's fees, to the extent arising out of Vendor's breach of this Agreement, or the negligence or willful misconduct of Vendor, its affiliates, subsidiaries, employees, and agents.

Vendor's indemnification obligation shall not extend to the extent damages are attributable to the negligence, fault, or breach of Public Entity. Vendor shall retain the right to control the defense and settlement of any indemnified claim, provided that Vendor shall not settle any claim without Public Entity's prior written consent, which shall not be unreasonably withheld.

**3.2 Cyber Incident Indemnity.** Vendor hereby agrees to indemnify, defend, and hold harmless Public Entity from and against any third-party claims, damages, fines, or costs to the extent arising out of (i) any unauthorized access to, or use, disclosure, or loss of Public Entity's Data, to the extent caused by Vendor's breach of its security obligations under this Agreement, or (ii) Vendor's gross negligence or willful misconduct.

For the avoidance of doubt, Vendor shall have no indemnity obligation with respect to incidents caused by (a) the acts or omissions of Public Entity or its personnel, (b) third-party service providers not under Vendor's control, or (c) distributed denial-of-service attacks or other events outside of Vendor's reasonable control.

### **4. Cyber Security**

**4.1 Security Standards.** Vendor shall apply basic safeguarding requirements and procedures to protect its information systems whenever the information systems store, process, or transmit any Public Entity Data. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent businessperson would employ" as outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016) as follows:

- 4.1.1 Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- 4.1.2 Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- 4.1.3 Verify and control/limit connections to and use of external information systems.
- 4.1.4 Control information posted or processed on publicly accessible information systems.
- 4.1.5 Identify information system users, processes acting on behalf of users, or devices.
- 4.1.6 Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- 4.1.7 Sanitize or destroy information system media containing Public Entity Data before disposal or release for reuse.
- 4.1.8 Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- 4.1.9 Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- 4.1.10 Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- 4.1.11 Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- 4.1.12 Identify, report, and correct information and information system flaws in a timely manner.
- 4.1.13 Provide protection from malicious code at appropriate locations within organizational information systems.
- 4.1.14 Update malicious code protection mechanisms when new releases are available.
- 4.1.15 Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

4.1.16 Vendor must implement Critical Updates to Vendor's system in accordance with its patch management policies, and in a commercially reasonable timeframe, generally not to exceed thirty (30) days from the date such update is made generally available by the applicable vendor or developer. In the event a Critical Security Update cannot be safely implemented within such period, Vendor shall implement appropriate compensating controls to mitigate associated risks. Upon written request by Public Entity, Vendor will provide a summary of the compensating controls applied to ensure the continued protection of Public Entity Data.

4.1.17 Vendor shall review, at least annually, its systems on which Public Entity Data resides for compliance with the security standards set forth in this Agreement. Upon written request, Vendor shall provide Public Entity with a summary statement of compliance prepared by Vendor's internal security team or an independent third-party auditor. Such statement shall be provided within a commercially reasonable timeframe, not less than thirty (30) days after receipt of the request. Vendor shall not be required to disclose detailed audit reports or sensitive security information beyond what is reasonably necessary to demonstrate compliance.

**4.2 Location of Public Entity Data.** Vendor must store all Public Entity Data and transmitted solely within secure data centers, computer systems, and networks within the United States of America.

**4.3 Notification of Cyber Incident.** If Vendor becomes aware of a cyber incident, including the occurrence of a breach of data security, impacting Public Entity Data or the SaaS Services, Vendor without undue delay and in no event later than seventy-two (72) hours notify Public Entity by email (see Section 6.5) , of the cyber incident, the extent of the cyber incident, and possible consequences of the cyber incident.

**4.4 Compliance with Applicable Laws, Regulations, and Security Standards.** If the SaaS services involve the storage, transmission, or use of any Public Entity Data that would be subject to any privacy laws, rules, regulations, or industry standards, Vendor warrants that it is compliant with the applicable standard, will provide proof of such compliance upon request, including any certification and the pertinent results of any audit, and will immediately notify Public Entity of the loss of any applicable certification or investigation into Vendor's compliance with such applicable standard.

## 5. Ownership and Use of Data

**5.1 Use of Data.** Vendor shall not, during or after the term of this Agreement, use Public Entity Data for any purpose whatsoever other than the performance of its obligations under the Agreement and as noted in Agreement Section 111.5 {Aggregate Statistics}. Vendor may disclose Public Entity Data to its employees and authorized subcontractors solely as necessary to provide the SaaS Services, provided such parties are bound by confidentiality obligations no less protective than those set forth in this Agreement or the MSA. Vendor shall, upon request, return or destroy all such Confidential Information upon the termination of this Agreement, but Vendor shall not be required to return or destroy copies of Public Entity Data residing on backup, disaster recovery, or business continuity systems, and the obligations herein with respect to such Public Entity Data shall survive until such Public Entity Data is destroyed during the ordinary course of business.

**5.2 Exception.** Vendor shall not be considered to have breached its obligations by disclosing Public Entity Data as required by applicable law, regulation, or valid legal process provided that, upon receiving any such request and to the extent that it may legally do so, Vendor provides Public Entity written notice of the request prior to making any disclosure to provide the Public Entity an opportunity to file an objection to such disclosure.

5.3 Ownership of Data. Public Entity Data shall remain the sole and exclusive property of Public Entity. Vendor shall not have any ownership rights in Public Entity Data.

## 6. General Term

**6.1 No Click-to-Accept Terms.** The Parties acknowledge that Public Entity or its end users may be required to click “Accept” or otherwise indicate agreement to standard online terms (such as Vendor’s Terms of Use or Privacy Policy) in order to access the SaaS Services; however, such terms shall not modify this Agreement or apply to Public Entity, except to the extent they do not conflict with this Agreement and relate to the technical functioning of the SaaS Services (e.g., end-user interface behavior, account creation workflows). The governing terms between the Parties shall be solely those set forth in this Agreement and its attachments.

**6.2 Applicable Law.** The Agreement is entered into, under, and is to be construed and enforceable in accordance with the laws of the State of Kansas.

**6.3 Independent Contractor.** Vendor is an independent contractor and is not an agent or employee of Public Entity.

**6.4 Assignability.** Vendor shall not assign this Agreement to another person, organization, or entity without the prior written consent of Public Entity; provided, however, that Vendor may assign this Agreement without such consent in connection with a merger, acquisition, or sale of all or substantially all of Vendor's assets, upon written notice to Public Entity.

**6.5 Notices.** Notices shall be sent to the parties via email at:

**To Vendor**

Caselle, LLC  
1656 S E Bay Blvd #100  
Provo, UT 84606

**To the Public Entity**

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**6.6 Waiver.** The failure or delay of either party in exercising any of its rights under the Agreement will not be deemed a waiver or forfeiture of such rights. A waiver by either party of any of the covenants, conditions, or terms of the Agreement to be performed by the other or any breach thereof shall not be construed to be a waiver of any other covenant, condition, or term of the Agreement.

**6.7 Cyber Insurance.** Vendor shall maintain cyber insurance during the Agreement. Coverage must include Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense.

**6.7.1 Limits.** Per claim, each insuring agreement: \$5,000,000 Aggregate: \$5,000,000.

**6.7.2 Exposure Limits.** The insurance coverage limits specified in this Agreement represent minimum requirements and shall not be construed to limit Vendor's liability under this Agreement. Vendor shall assess its own risks and may, in its discretion, maintain higher limits or broader coverage. Public Entity acknowledges that any additional coverage or higher limits maintained by Vendor are for the sole benefit of Vendor and its insurers, and Public Entity shall not be entitled to the benefit of such additional coverage. Vendor's insurance shall apply on a primary basis with respect to claims arising out of Vendor's performance

under this Agreement, except to the extent such claims arise from the negligence, fault, or breach of Public Entity.

**6.7.3 Verification of Coverage.** Vendor will provide a certificate of insurance on ISO form or equivalent, listing Public Entity as the certificate holder. The certificate must confirm the required coverages in the "Additional Comments" section or Vendor must provide a copy of the declarations page confirming the details of the cyber insurance policy.

**6.8 Severability.** Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason the remaining provisions shall be unaffected and shall continue to be valid and enforceable.

**6.9 Survivability.** Sections 1 through 6 shall survive the termination of the Agreement.

Caselle, LLC

City of Valley Center, KS



Chad Jarvi, President

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James E Truman, Mayor

Attest:

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Kristi Carrithers, City Clerk

Approved as to form:

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### Master Services Agreement

This Master Services Agreement (the “**Agreement**”) is entered into by and between the parties listed below as of the Effective Date, and signed by a representative of each entity, who attests to having the necessary power and authority to bind the respective party:

“ <b>Caselle</b> ”	“ <b>Customer</b> ”
Entity Name: Caselle LLC	Entity Name: City of Valley Center
Address: 1656 S. East Bay Blvd, Suite 100 Provo, UT 84606	Address: 121 S. Meridian, PO Box 188 Valley Center, KS 67147
Contact: Wade Walker	Contact:
Phone Number: (801) 850-5085	Phone Number:
Email Address: pww@caselle.com	Email Address:
Signature: 	Signature:
Name: Chad Jarvi	Name:
Title: President	Title:
“Effective Date”:	

In consideration for the commitments set forth below, the adequacy of which consideration the parties hereby acknowledge, the parties agree as follows.

1. **DEFINITIONS.** The following capitalized terms will have the following meanings whenever used in this Agreement.

- 1.1. “**Customer Data**” means all electronic data and information processed or stored through the Hosted Services by Customer or on Customer’s behalf, but shall not include payment records, credit cards or other information Customer uses to pay Caselle, or other information and records related to Customer’s account, including without limitation identifying information related to Customer staff involved in payment or other management of such account.
- 1.2. “**Data Protection Laws**” means all state, foreign, or federal laws, statutes, regulations, rules, executive orders, directives, or other official guidance, and any industry rules or self-regulatory

codes of conduct relating to data protection, privacy, data security, electronic communications, or data security incidents that are applicable to Customer or Customer Data.

- 1.3. **“Documentation”** means any user manuals and other documentation that Caselle makes available to assist in the integration or use of the Hosted Services or On-Premise Software.
- 1.4. **“Hosted Services”** means Caselle’s cloud-based services, applications and modules listed in an Order and hosted by or on behalf of Caselle for Customer, excluding all third party software.
- 1.5. **“On-Premise Software”** means Caselle’s software products listed in an Order to be delivered as licensed software and deployed on Customer’s premises in accordance with the terms of this Agreement and the Order.
- 1.6. **“Order”** means a quote, statement of work, invoice, or an order, furnished by Caselle to Customer, for access to the Hosted Services, for limited license to the On-Premise Software, or for other Services to be provided by Caselle to Customer. The Order is incorporated into and made a part of this Agreement.
- 1.7. **“Personal Data”** means any data that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular data subject, including without limitation, all information defined as “Personal Data,” “Personal Information” or analogous definitions in applicable Data Protection Laws.
- 1.8. **“Services”** means the Hosted Services and/or On-Premise Software (as applicable) and the installation, initial training, configuration, customization, data conversion, and other services described on an Order, excluding Support.
- 1.9. **“Support”** means the support services for the Hosted Services or On-Premise Software as set forth in Section 2.4 of this Agreement.
- 1.10. **“User”** means any person who uses the Hosted Services on Customer’s behalf or through Customer’s accounts or passwords, whether authorized or not, including without limitation Customer’s employees, representatives, consultants, contractors and agents.

## 2. SERVICES

- 2.1. **Subscription and License Types.** Caselle makes services available both in the form of a subscription to Hosted Services and a limited license to On-Premise Software. Certain terms and conditions of this Agreement apply only to the Hosted Services or to the On-Premise Software. Customer acknowledges and agrees that the delivery method of the Services (subscription to Hosted Services or limited license to On-Premise Software) indicated in an Order will determine the applicability of those terms and conditions under this Agreement. Notwithstanding the foregoing, Caselle generally permits (upon request and with Caselle prior approval) the transition during the term of an Order from On-Premise Software delivery to Hosted Services delivery. If Customer so requests and Caselle approves, Customer acknowledges and agrees that (a) Customer’s acceptance of the Hosted Services constitutes Customer’s agreement to the applicable terms of this Agreement governing Hosted Services, (b) Customer may incur an additional fee for transition as agreed upon by the parties in writing, and (c) Caselle will not be liable to Customer for any losses (including loss of data or profits) that Customer may incur as a result of such transition.

2.2. Authorization. Subject to the terms and conditions of this Agreement (including without limitation Customer's timely payment of all fees and compliance with all other obligations and restrictions set forth in this Agreement) and to the extent applicable in accordance with Customer's Order, Caselle:

- (a) grants to Customer permission to access and use the functionality of the Hosted Services, for the limited purposes described in the Documentation, throughout Customer's applicable service period; and/or
- (b) grants Customer a license, during Customer's applicable license period, to reproduce and use the On-Premise Software, solely in the form furnished by Caselle to Customer, on Customer's own server(s) for the limited purposes described in the Documentation.

2.3. Delivery of Services. Upon payment by Customer of the applicable fees, Caselle will provide the Services as set forth in the applicable Order. If applicable based on Customer's Orders, Caselle will make the On-Premise Software available for electronic download.

2.4. Support. Caselle will use reasonable efforts during the term of this Agreement to make the Hosted Services available for Customer's authorized use twenty-four (24) hours per day, 365 days per year, subject to any planned or unplanned downtime. Caselle will use reasonable efforts to limit planned downtime to 11:00 pm Saturday to 1:00 am Sunday (Eastern Standard Time). Caselle will use reasonable efforts to communicate unplanned downtime via email or through the Hosted Services. Caselle's support primarily consists of responses to system operational configuration questions, troubleshooting assistance, and responses to occasional how-to questions concerning the Services. Support will not include, and Caselle will have no responsibility with regard to, any issues related to or arising from (a) Customer's or a third party's hardware, infrastructure or network, (b) any changes made other than by Caselle or its representatives, (c) format changes to any file used to import from, or export data to, a third party, or (d) training of personnel. Extended Support fees may apply and be assessed to Customer for any issues not covered by standard Support. Caselle will have representatives available for phone, email and internet support from 7:30 am to 5:30 pm (Mountain Standard Time) Monday through Friday (except designated federal and/or business holidays). To the extent applicable, Caselle will take reasonable measures to backup Customer Data each business day Monday through Friday (except designated holidays).

2.5. Documentation. Customer may reproduce and use the Documentation solely as necessary to support Users' use of the Hosted Services or On-Premise Software, as the case may be.

2.6. Hosted Services Revisions. Caselle may revise Hosted Services features and functions at any time, including without limitation by removing such features and functions or reducing service levels.

2.7. Ownership. The permissions and the license granted to Customer above are non-exclusive, non-transferable (unless assignment is approved by Caselle in accordance with Section 10.6), non-sublicensable, revocable, and subject to any applicable restrictions or limitations set forth in an Order and this Agreement. All rights not expressly granted to Customer are reserved by Caselle and its licensors. Without limiting the foregoing, all ownership and other proprietary interests in and to the Documentation and the Hosted Services, On-Premise Software and all fixes,

upgrades and updates thereto, and other Services, and all patents, copyrights, trade secrets, trademarks and other intellectual property rights embodied in or associated with the same, are and shall remain with Caselle and/or its licensors, as applicable. Neither this Agreement nor access to the Hosted Services or limited license to the On-Premise Software will be construed as transferring title or any ownership right or interest in the same to Customer. Upon termination of this agreement, Customer's limited license terminates, and Customer must, if applicable, return all copies and modifications of the On-Premise Software to Caselle within 30 days of receipt of written notification of such termination from either party.

2.8. Feedback. If Customer provides any feedback, enhancement requests, recommendations, comments, or suggestions (collectively, "**Feedback**") about Caselle or the Services, Customer agrees that Caselle may freely use such Feedback in its discretion without any obligation, attribution, or compensation to Customer, and Customer waives all rights in the Feedback.

### 3. CUSTOMER RESPONSIBILITIES AND RESTRICTIONS

3.1. Acceptable Use. The Services are for commercial use only. Customer shall comply with the Documentation. Customer shall not, nor will Customer allow anyone else to, directly or indirectly: (a) use the Services for any purpose other than Customer's own internal business purposes including, without limitation use for service bureau or time-sharing purposes or in any other way sublicense or allow third parties to use or exploit the Services, (b) permit any third party, other than Users with appropriate access authority, to access or use the Services without Caselle's consent, including without limitation providing Services passwords or other log-in information to any third party, (c) share all or any portion of the non-public Services features or content with any third party, (d) access the Services in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the Services, or to copy any ideas, features, functions or graphics of the Services, (e) engage in web scraping or data scraping on or related to the Services, including without limitation collection of information through any software that simulates human activity or any bot or web crawler, (f) knowingly upload or permit to be introduced to the Services any data or other information that contains any worms, vulnerabilities, viruses, Trojan horse, or any other code, routine, program or mechanism of a destructive or malicious nature that permits unauthorized access into, disables, partially or wholly erases, or otherwise adversely affects the Services or the systems on which the Services are hosted, (g) reverse engineer, disassemble, decompile, decode, or adapt the Services, or any part thereof, or otherwise attempt to derive or gain access to the source code of the Services, (h) modify, correct, adapt, translate, enhance, or otherwise prepare derivative works of or improvements to the Services or part thereof, (i) interfere with or disrupt servers or networks connected to the Services, or bypass or breach any security device, license key or protection used for or contained in the Services, (j) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any of Caselle's or any other party's intellectual property rights or that violates any applicable law, (k) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services or Caselle systems, including, without limitation, to conduct penetration or similar testing, or (l) remove any disclaimer, copyright, trademark, proprietary rights, or other notice on or in the Services.

- 3.2. Customer Obligations. Customer assumes full responsibility for the use and results obtained from the use of the Services. Customer acknowledges that various third-party hardware, software and services are required to use the Services or certain features thereof, and Customer will be solely responsible for obtaining the same, at its expense and in accordance with all applicable specifications in the Documentation and Order, as needed. If Customer is using On-Premise Software and Caselle provides a fix, upgrade or update, Customer agrees to immediately install and/or use such fix, upgrade or update and discontinue use of the previous version of the On-Premise Software. For Hosted Services, any upgrades and other modifications we may create to improve the performance of the Services may be automatically installed without providing any additional notice or receiving consent from Customer.
- 3.3. Users. Customer is responsible and liable for: (a) Users' use of the Services, including without limitation unauthorized User conduct and any User conduct that would violate the requirements of this Agreement applicable to Customer; and (b) any use of the Services through Customer's account, whether authorized or unauthorized. Customer shall take reasonable steps to prevent unauthorized access to the Services, including without limitation by protecting its passwords and other log-in information. Customer shall notify Caselle immediately of any known or suspected unauthorized use of the Services or breach of its security and shall use best efforts to stop said breach.
- 3.4. Compliance with Laws. In its use of the Services, Customer shall comply with all applicable laws and regulations.

#### 4. CUSTOMER DATA

- 4.1. Use of Customer Data. Customer grants Caselle a worldwide, non-exclusive, royalty free, transferable, sub-licensable, perpetual, irrevocable right and license to access and use Customer Data (a) to provide the Hosted Services to Customer, (b) to share it with our affiliates and service providers for the purpose of providing the Hosted Services, (c) to contact Customer for marketing purposes, or (d) as required by applicable law or by proper legal, governmental or regulatory authority. Customer retains all right, title, and interest in and to Customer Data, subject to the rights granted to us in the Agreement. Customer is solely responsible for the accuracy, quality, integrity, reliability, appropriateness, legality and right to use Customer Data submitted to Caselle through the Services as well as the consequences, ramifications, and results of sharing Customer Data with Caselle. Caselle is not under any obligation to review Customer Data and shall not be liable or responsible for the content, accuracy, or appropriateness of, or the right to use Customer Data to perform the Services. Caselle may retain third parties to assist it in performing its obligations under this Agreement or any Order provided that such third parties shall share Caselle's legal obligations with respect to Customer Data as set forth herein. Such third parties shall be referred to as Subprocessors herein. If required by Data Protection Laws, Caselle will notify Customer before engaging any Subprocessor to process Customer Data. Caselle shall not sell Customer Data or share it with any third party for cross-contextual behavioral advertising. Caselle shall not, except as otherwise required or permitted herein, in an Order, or in other written direction from Customer, disclose Customer Data to any third party. To the extent Customer or Users provide Personal Data in connection with the use of the Services, Customer is responsible for and

warrants that Customer will obtain the necessary rights and consents under applicable law to disclose to Caselle, and allow Caselle to collect, use, retain, and disclose information that Customer provides to Caselle which Caselle is enabled to collect, including information using cookies or other similar means. Caselle also shall not combine Personal Data within the Customer Data with any data received from or on behalf of any third party. In the event of any loss or damage to Customer Data, Customer's sole and exclusive remedy will be for Caselle to use reasonable commercial efforts to restore the lost or damaged content or data from the latest back-up of such content or data maintained by Caselle. Caselle will not be responsible for any loss, corruption, destruction, alteration or disclosure of Customer Data caused by Caselle or any third party.

- 4.2. **Security.** Caselle shall exercise commercially reasonable efforts to prevent unauthorized disclosure or exposure of Customer Data. Further, Caselle shall arrange for backup of Customer Data each business day to the extent applicable.
- 4.3. **De-Identified Data.** Caselle shall own all rights in and may collect, use, transfer, or share De-Identified Data (as defined below) in any way, in its sole discretion, including without limitation aggregated with data from other customers. "**De-Identified Data**" refers to Customer Data that has been processed so that it does not (a) contain Personal Data or (b) permit the identification of Customer.
- 4.4. **Return or Destruction.** Upon the termination or expiration of this Agreement, Caselle will return or securely destroy, at Customer's option, all Customer Data in Caselle's possession in a format of Caselle's choosing. If Customer elects the return of Customer Data, Caselle will securely destroy all Customer Data after such return. If Customer does not elect for the return of Customer Data within sixty (60) days of the termination or expiration of this Agreement, Caselle will securely destroy the Customer Data. Further, upon Customer request and for an additional fee, Caselle may assist Customer with installation and/or configuration of Customer Data on a local network. The obligations above do not apply to De-Identified Data.
- 4.5. **Required Disclosure.** Notwithstanding anything to the contrary in this Agreement, Caselle may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Caselle shall give Customer prompt notice of any such legal or governmental demand unless prohibited from doing so, and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
- 4.6. **Risk of Exposure.** CUSTOMER RECOGNIZES AND AGREES THAT HOSTING DATA ONLINE INVOLVES RISKS OF UNAUTHORIZED DISCLOSURE OR EXPOSURE AND THAT, IN ACCESSING AND USING THE SERVICES, CUSTOMER ASSUMES ALL SUCH RISKS. CASELLE OFFERS NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT CUSTOMER DATA WILL NOT BE EXPOSED OR DISCLOSED THROUGH ERRORS OR THE ACTIONS OF THIRD PARTIES.
- 4.7. **Data Accuracy.** Caselle will have no responsibility or liability for the accuracy of Customer Data.
- 4.8. **Regulatory Compliance.** Caselle shall reasonably cooperate with Customer, at Customer's expense and on reasonable notice, to allow the Customer to take reasonable and appropriate steps to ensure that Caselle's processing of Customer Data is consistent with Data Protection Laws. If Customer determines that Caselle's processing of Customer Data is inconsistent with

Data Protection Laws or exceeds the authorization that Customer has authorized under this Agreement or in an Order, Caselle shall reasonably cooperate with Customer, at Customer's expense, to stop and remediate such processing.

- 4.9. **Security Incidents.** In the event either Customer or Caselle becomes aware of the unauthorized destruction, loss, alteration, disclosure, acquisition or use of, or access to Customer Data (a "**Security Incident**"), the party shall notify the other without undue delay, and, in any event, within five (5) days. The parties shall reasonably cooperate to determine the scope and cause of the Security Incident and to remediate the cause and effects of the Security Incident. Such cooperation shall include a continuing duty to share all information reasonably available to the party regarding the scope, nature and effects of the Security Incident. If Data Protection Laws require notice of a Security Incident to be given to government authorities or individuals, Customer shall promptly undertake such notifications at Customer's expense. Likewise, if Data Protection Laws require remedial action (which may include, without limitation: notice to credit reporting agencies, media, or other entities; support for affected individuals; and credit monitoring services), Customer shall promptly provide such remedial action at Customer's expense. Caselle will not inform any third party (except as legally or contractually required) of the Security Incident without Company's prior written consent.
- 4.10. **Requests from Regulators and Individuals.** If Caselle receives any inquiry or request from a government body or individual regarding the processing of Personal Data within the Customer Data, Caselle shall, unless prohibited by law, promptly forward such inquiry or request to Customer. Where such request is forwarded to Customer, Customer shall have the sole responsibility to respond to such inquiry or request. Caselle shall reasonably cooperate, at Customer's expense, with Customer as needed to respond to such inquiry or request.

## 5. PAYMENT OF FEES

- 5.1. **Fees.** Customer agrees to pay Caselle the fees set forth in Orders. Fees will be invoiced and paid in U.S. dollars. Unless otherwise specified in an Order, each invoice is due and payable at the invoice due date. Further, unless otherwise set forth in an Order, Caselle may increase the fees for any renewal period. Upon Customer request, Caselle will provide notice of any fee increases prior to renewal. No Support will be rendered to the Customer if any fees are overdue.
- 5.2. **Interest, Taxes and Withholdings.** Overdue payments will result in a 10% late payment fee. The fees set forth in this Agreement are exclusive of, and Customer will pay, all taxes, duties and other charges or fees imposed by governmental authorities arising out of this Agreement or the use of the Services by Customer. In the event that Caselle is required to pay any tax or duty (other than taxes based on Caselle's net income), Customer will reimburse Caselle for any and all such payments.

## 6. TERM AND TERMINATION

- 6.1. **Term.** The term of this Agreement will commence on the Effective Date and continue until this Agreement has terminated or all Orders have been terminated, whichever occurs first. Except as otherwise set forth in an Order, the initial term of each Order will be for the period of time from when the Order becomes effective until the date that is one (1) year from the date when Caselle begins providing Services. Each Order will automatically renew after its initial term for

successive one (1) year periods, unless either party refuses such renewal by written notice thirty (30) or more days before the renewal date.

- 6.2. **Termination for Cause.** Either party may terminate this Agreement, including all active Orders, for the other's material breach by written notice specifying in detail the nature of the breach, effective in thirty (30) days unless the other party first cures such breach, or effective immediately if the breach is not subject to cure. Without limiting Caselle's other rights and remedies, Caselle may suspend or terminate Customer's or any User's access to the Services at any time, without advance notice, if Caselle reasonably believes that Customer or such User has conducted itself in a way that is not consistent with the Documentation or the other requirements of this Agreement, in a way that puts the Services at risk, or in a way that subjects Caselle to potential liability.
- 6.3. **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, all permissions and other authorizations granted by Caselle to Customer under this Agreement will terminate and Customer shall (a) cease using the Services, (b) pay within thirty (30) days all amounts remaining unpaid under this Agreement, and (c) return all copies of Caselle's Confidential Information to Caselle or certify, in writing, the destruction thereof. Sections 2.7, 2.8, 3, 4, 5, 6.3, 7, 8, 9, 10, and any other provisions of this Agreement that, by their terms, contemplate continuing effectiveness beyond the term of this Agreement, will survive termination or expiration of this Agreement.

## 7. CONFIDENTIALITY

- 7.1. **Confidential Information.** **“Confidential Information”** means: (a) all software code, documentation and other materials included in or furnished by Caselle as part of the Services; and (b) any other non-public technical or business information of Caselle (or its licensors), including without limitation any information relating to Caselle's techniques, algorithms, software, hardware, firmware, know-how, current and future products, services, research, engineering, designs, financial information, procurement requirements, manufacturing, customer lists, business forecasts, strategies, marketing plans and information, the terms and conditions of this Agreement, and any other information of Caselle (or its licensors) that is conspicuously identified as confidential or proprietary at the time of disclosure or that Customer should otherwise reasonably understand to be confidential or proprietary to Caselle or its licensors due to the nature of the information or the circumstances of its disclosure.
- 7.2. **Obligations.** Customer will maintain the confidentiality of the Confidential Information using at least the same measures employed to protect Customer's own confidential information and in no event less than reasonable measures. Customer will limit the disclosure of Confidential Information to only its personnel with a bona fide need to access such Confidential Information in order to exercise Customer's rights and obligations under this Agreement, and then only provided that each such person is bound by a written confidentiality agreement that contains restrictions at least as protective as those set forth in this Agreement. Customer shall not use, publish, duplicate, exploit or dispose of Confidential Information with respect to its performance of its duties under this Agreement.
- 7.3. **Injunction.** Customer agrees that Caselle will suffer irreparable harm in the event that Customer breaches any obligations under this Section 7 and that monetary damages will be inadequate

to compensate Caselle for such breach. In the event of a breach or threatened breach of any of the provisions of this Section, Caselle, in addition to and not in limitation of any other rights, remedies or damages available to it at law or in equity and without the necessity of posting bond or proving that it has no adequate remedy at law, shall be entitled to seek a temporary restraining order, preliminary injunction and/or permanent injunction in order to prevent or to restrain any such breach.

## 8. REPRESENTATIONS AND WARRANTIES

- 8.1. From Caselle. Caselle warrants that the Services: (a) will be provided in a professional manner and otherwise in accordance with generally recognized industry standards; and (b) will conform in all material respects to the Documentation. Customer's sole and exclusive remedy for any breach of the above warranty will be for Caselle to use commercially reasonable efforts, at no charge to Customer, to correct the non-compliance.
- 8.2. From Customer. Customer represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement. Customer represents that it has the requisite expertise to evaluate the suitability of, and has undertaken its own investigation of the suitability of, the Services and that it has relied upon its own skill and judgment in selecting the Services. Customer agrees it has determined that the Services meet Customer's needs. Customer assumes the entire risk of using the Services. Customer also represents and warrants that (a) its use of Customer Data complies with Data Protection Laws; (b) it has the legal right to use Customer Data and (c) it has the legal right to allow Caselle to process such Customer Data as set forth in this Agreement and any applicable Order.
- 8.3. Services Disclaimers. Except to the extent set forth in Section 8.1, THE SERVICES ARE PROVIDED AND ACCEPTED BY CUSTOMER "AS IS," AND "AS AVAILABLE" WITH NO REPRESENTATION OR WARRANTY OF ANY KIND. ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ABSENCE OF HIDDEN OR LATENT DEFECTS, TITLE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY EXPRESS OR IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE ARE SPECIFICALLY EXCLUDED AND DISCLAIMED. CASELLE DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, WILL OPERATE WITHOUT INTERRUPTION, WILL BE ERROR FREE, SECURE OR WITHOUT DEFECT, WILL BE ACCURATE, RELIABLE OR CORRECT, WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, WILL BE VIRUS FREE OR FREE OF OTHER HARMFUL COMPONENTS, OR THAT ALL FAILURES OF THE SERVICES WILL BE CORRECTED. CASELLE DOES NOT GUARANTEE ANY SPECIFIC RESULTS FROM THE USE OF THE SERVICES. IN PARTICULAR, THE OPERATION OF THE SERVICES MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, SYSTEM OR NETWORK FAILURES OR FAILURES IN THE SYSTEMS OF CASELLE'S THIRD PARTY SERVICE PROVIDERS. CASELLE DISCLAIMS ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION, ERRORS IN FUNCTIONING, OR THIRD PARTY ACTS OR OMISSIONS INCLUDING, WITHOUT LIMITATION, LOSS OF CUSTOMER DATA. FURTHERMORE, CASELLE DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF ANY OF CASELLE'S WEBSITES OR HOSTED SERVERS DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE OR TELECOMMUNICATIONS

PROVIDERS, AND FOR ANY OTHER REASON. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) CASELLE HAS NO OBLIGATION TO INDEMNIFY OR DEFEND CUSTOMER OR USERS AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY; (b) CASELLE DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL PERFORM WITHOUT INTERRUPTION OR ERROR; (c) CASELLE DOES NOT REPRESENT OR WARRANT THAT THE SERVICES ARE SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE; AND (d) CASELLE DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL OPERATE OR BE COMPATIBLE WITH ANY THIRD PARTY HOSTED SERVICES OR HARDWARE.

## 9. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

- 9.1. Maximum Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CASELLE'S TOTAL AGGREGATE LIABILITY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE SERVICES (INCLUDING IN RELATION TO THE SEPARATE SPECIFIC TERMS) TO CUSTOMER OR A THIRD PARTY, FROM ANY CAUSE OF ACTION WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL BE LIMITED TO THE LESSER OF (a) THE AMOUNT OF ACTUAL DIRECT DAMAGES INCURRED BY CUSTOMER AND/OR THE THIRD PARTY, OR (b) THE AMOUNTS PAID TO CASELLE BY CUSTOMER FOR THE APPLICABLE SERVICES IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE FOREGOING IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THIS AGREEMENT BY CASELLE. UNDER NO CIRCUMSTANCES WILL CASELLE BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY RESULTING FROM HACKING OR OTHER UNAUTHORIZED ACCESS TO CUSTOMER'S ACCOUNT, CUSTOMER DATA OR ANY OTHER INFORMATION OF CUSTOMER OBTAINED BY CASELLE IN RELATION TO CUSTOMER'S USE OF THE SERVICES. IF CUSTOMER IS A CALIFORNIA RESIDENT, CUSTOMER EXPRESSLY WAIVES ITS RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTION HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."
- 9.2. Exclusion of Damages. IN NO EVENT WILL CASELLE BE LIABLE TO CUSTOMER FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER ARISING FROM LOST REVENUE, LOSS OF BUSINESS, LOST OF ACTUAL OR ANTICIPATED PROFITS, LOST SAVINGS, LOSS OR CORRUPTION OF CUSTOMER DATA, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, INJURY, DEATH, OR FOR ANY OTHER CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY, ALL REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF CASELLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW IN CUSTOMER'S JURISDICTION.
- 9.3. Basis of Bargain. The foregoing limitations and exclusions are an essential part of the parties' agreement and will apply even if any remedy fails in its essential purpose.

9.4. **Customer Indemnity.** Customer agrees to defend, indemnify and hold Caselle, its parent, subsidiaries, affiliates, officers, managers, directors, shareholders, members, employees, agents and representatives harmless from and against any and all claims, losses, liabilities, damages, judgments, penalties, costs and expenses (including but not limited to reasonable attorneys' fees and collection costs) arising out of or related to (a) any suit, claim or proceeding relating to the processing of Customer Data, (b) Customer's or Customer's employees', agents', representatives' or Users' (collectively, "**Customer's Representatives**") use or misuse of the Services or negligent or willful misconduct, (c) any activity occurring under Customer account(s), (d) any misrepresentation by Customer, (e) Customer's Representatives' acts or omissions in connection with the Services, Customer's business operations, or Customer's products or services, (f) Customer or Customer's Representatives' violation of the rights of any third party including, without limitation, intellectual property rights or privacy rights, (g) any actual or alleged breach of Customer's representations, warranties or obligations set forth in this Agreement, the Order or the Documentation, (h) Customer's violation of any applicable law, rule or regulation, (i) any claim by Customer's customers in connection with the Services, Customer's business operations or Customer's products or services, and (j) any third party's access to Customer's account or the Services using Customer's account credentials.

## 10. MISCELLANEOUS

- 10.1. **Independent Contractors.** Caselle and Customer are independent contractors and shall so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.
- 10.2. **Notices.** Caselle may send notices pursuant to this Agreement to Customer's email contact points provided by Customer, and such notices will be deemed received twenty-four (24) hours after they are sent. Customer may send notices pursuant to this Agreement to sales@Caselle.com and such notices will be deemed received seventy-two (72) hours after they are sent. Either party may also send notices to the other party at the address provided in the introduction via recognized overnight carrier, and such notices will be deemed received the following business day if sent for next day delivery.
- 10.3. **Severability.** If any term or provision of this Agreement should be declared unlawful, void or unenforceable, the remaining terms and provisions of this Agreement shall be unimpaired and remain in full force and effect, and the unlawful, void or unenforceable term or provision will be deemed to be restated so as to be enforceable to the maximum extent permissible under applicable law.
- 10.4. **Entire Agreement.** This Agreement, together with any Orders and documents referenced in this Agreement, constitutes the entire agreement and understanding between Caselle and Customer relating to the subject matter of this Agreement and supersedes any and all previous and contemporaneous communications, proposals, warranties, representations or agreements, whether written or oral, with respect to the subject matter of this Agreement. Any term or condition in any document provided by Customer that is in addition to or inconsistent with the terms and conditions of this Agreement (but that purports to relate to the subject matter of this Agreement) is hereby expressly rejected, and Caselle's acceptance of any offer or order of

Customer is expressly made in reliance on Customer's assent to all of the terms and conditions of this Agreement.

- 10.5. **Conflicts; Order of Precedence.** In the event of a conflict between provisions of this Agreement, an Order, the Documentation, or other attachment, the following order of precedence will govern: (1) an Order, with more recent Orders taking precedence over earlier Orders; (2) this Agreement; and (3) the Documentation.
- 10.6. **No Assignment.** Customer shall not assign this Agreement, any interest in this Agreement, or any rights hereunder, or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without Caselle's prior express written approval, which approval shall not be unreasonably withheld. Any such purported assignment or delegation by Customer without Caselle's prior written consent will be null and void and of no force or effect. Caselle may assign this Agreement without Customer's prior written consent to an affiliate or in connection with a change of control, merger, acquisition, or sale of all or of substantially all of its assets.
- 10.7. **Amendment.** Caselle reserves the right, in our sole discretion, to modify or change the Services and/or this Agreement or any part thereof at any time without prior notice to Customer. Caselle may amend this Agreement by posting a Notice of Revision and revised Agreement on its website and/or delivering a Notice of Revision and revised Agreement to Customer through Customer's account (if applicable) or to Customer's contact email address, each of which will be effective as of the time of posting or delivery, as applicable. Customer is responsible for reviewing Caselle's website, Customer account, and contact email account on a regular basis. Customer's access to and use of any of the Services following the posting or delivery of an amendment constitutes Customer's consent to such amendment.
- 10.8. **Choice of Law and Jurisdiction.** This Agreement and the rights, duties and obligations of the parties hereto are to be governed by, construed and enforced according to the laws of the State of Kansas and applicable controlling U.S. federal law, without regard to any conflict of law rules or principles. Any dispute arising out of or related to this Agreement shall be resolved only in the state or federal courts located in New Castle County, Kansas, and Customer and Caselle hereby submit to the exclusive jurisdiction of such courts. Customer irrevocably agrees to waive any objection to the venue of any such suit or proceeding in Kansas, or to in personam jurisdiction, provided that service is effective. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.
- 10.9. **Force Majeure.** Caselle will not be responsible for any delay or failure to perform its obligations specified in this Agreement due to causes beyond Caselle's reasonable control including, without limitation, failure or malfunction of Customer's or third party service provider's equipment, disruptions of Internet protocol ("IP") service through intermediate carriers, acts of God, explosions, vandalism, cable cut, storms, fires, floods or other catastrophes, pandemics, power failure, national emergencies, insurrections, riots, wars, strike, lockouts, boycotts, work stoppages or other labor difficulties, or any law, order, regulation or other actions of any governmental authority, agency, instrumentality, or of any civil or military authority.
- 10.10. **Waiver.** Failure by Caselle to enforce any rights or remedies under this Agreement or any Order will not be construed as a waiver of such rights or remedies, and a waiver by Caselle of a default

under this Agreement or any Order in one or more instances will not be construed as constituting a continuing waiver or as a waiver of any other rights or remedies under this Agreement or any Order. Caselle will not be deemed to have waived any rights or remedies under this Agreement or any Order unless such waiver is in writing and signed by a duly authorized representative of Caselle.

- 10.11. Use of Customer Name. Customer hereby consents to Caselle's use of Customer's name and logo to identify Customer as a customer or user of the Services in Caselle's marketing materials.
- 10.12. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

*[Remainder of page intentionally left blank]*

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

**P. APPROVAL OF CASELLE CONTRACT:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommends motion to accept and enter contract with Caselle and authorize Mayor to sign.**

**NEW BUSINESS**

**Q. APPROVAL OF 2026 SALARY RANGES:**

Finance Director will present 2026 salary ranges for approval

- Salary Ranges for 2026

Department	Job Title	Annual Min	Annual Mid	Annual Max	Hourly Min	Hourly Mid	Hourly Max
<b>Level 13</b>							
Administration	City Administrator	\$114,146	\$142,682	\$171,218	\$54.88	\$68.60	\$82.32 DOQ
<b>Level 12</b>							
Administration	Assistant City Administrator	\$100,039	\$125,048	\$150,058	\$48.10	\$60.12	\$72.14 DOQ
<b>Level 11</b>							
Administration	Finance and Admin Director	\$87,679	\$109,599	\$131,519	\$42.15	\$52.69	\$63.23
Public Safety	Public Safety Director	\$87,679	\$109,599	\$131,519	Starting Wages		
Public Works	Public Works Director	\$87,679	\$109,599	\$131,519	DOQ		
<b>Level 10</b>							
Parks/Buildings	Parks and Public Buildings Director	\$76,848	\$96,059	\$115,271	\$36.95	\$46.18	\$55.42
CommDev	Community Development Director	\$76,848	\$96,059	\$115,271	Starting Wages		
Administration	City Clerk / HR Director	\$76,848	\$96,059	\$115,271	DOQ		
<b>Level 9</b>							
Public Safety	Police Captain	\$67,349	\$84,186	\$101,023	\$32.38	\$40.47	\$48.57
Public Works	Assistant Public Works Director	\$67,349	\$84,186	\$101,023	Starting Wages		
					\$32.38	to	\$40.47
<b>Level 7</b>							
Public Safety	Fire Chief	\$51,732	\$64,665	\$77,598	\$24.87	\$31.09	\$37.31
Public Safety	Sergeant	\$51,732	\$64,665	\$77,598	Starting Wages		
Public Safety	Sergeant Detective	\$51,732	\$64,665	\$77,598	\$24.87	to	\$31.09
Public Works	Office Manager	\$51,732	\$64,665	\$77,598			
Public Works	Streets Lead	\$51,732	\$64,665	\$77,598			
Public Works	Water/Wastewater Lead	\$51,732	\$64,665	\$77,598			
<b>Level 6</b>							
Administration	City Treasurer	\$45,340	\$56,674	\$68,009	\$21.80	\$27.25	\$32.70
CommDev	Building Inspector	\$45,340	\$56,674	\$68,009	Starting Wages		
Public Safety	Fire Captain	\$45,340	\$56,674	\$68,009	\$21.80	to	\$27.25
Parks/Buildings	Parks/Buildings Supervisor	\$45,340	\$56,674	\$68,009			
Public Safety	Detective	\$45,340	\$56,674	\$68,009			
Public Safety	Patrol Officer II	\$45,340	\$56,674	\$68,009			
Public Safety	School Resource Officer	\$45,340	\$56,674	\$68,009			
Public Works	Streets Maintenance Technician III	\$45,340	\$56,674	\$68,009			
Public Works	Water / Wastewater Operator III	\$45,340	\$56,674	\$68,009			
<b>Level 5</b>							
Administration	Accounting Clerk II	\$39,734	\$49,668	\$59,602	\$19.10	\$23.88	\$28.65
Public Safety	Animal Control / Evidence Custodian	\$39,734	\$49,668	\$59,602	Starting Wages		
Public Safety	Firefighter	\$39,734	\$49,668	\$59,602	\$19.10	to	\$23.88
Public Safety	Patrol Officer I	\$39,734	\$49,668	\$59,602	Fire Starting Wages		
Public Safety	Records Clerk	\$39,734	\$49,668	\$59,602	\$19.25	to	\$20.81
Public Works	Streets Maintenance Technician II	\$39,734	\$49,668	\$59,602			
Public Works	Water / Wastewater Operator II	\$39,734	\$49,668	\$59,602			
Administration	Accounting Clerk I	\$39,734	\$49,668	\$59,602			
Administration	Court Clerk	\$39,734	\$49,668	\$59,602			
Administration	Senior Services Coordinator	\$39,734	\$49,668	\$59,602			
CommDev	Administrative Assistant	\$39,734	\$49,668	\$59,602			
CommDev/Pub Works	Code Enforcement / Utilities Technician	\$39,734	\$49,668	\$59,602			
Parks/Buildings	Parks & Building Maintenance Technician	\$39,734	\$49,668	\$59,602			
Public Works	Streets Maintenance Technician I	\$39,734	\$49,668	\$59,602			
Public Works	Water / Wastewater Operator I	\$39,734	\$49,668	\$59,602			

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

**R. APPROVAL OF SALARY RANGES:**

Should Council choose to proceed,

**RECOMMENDED ACTION:**

Staff recommends motion to approve 2026 salary ranges.

## **NEW BUSINESS**

### **R. AUTHORIZATION FOR BANK SIGNERS:**

The resignation of City Administrator Brent Clark, effective 10-25-25, requires new signers to be designated for checking accounts at Halstead Bank, Fidelity Bank, Peoples Bank and Emprise Bank.

Clint Miller requests official action to authorize signers of the checks.

The following people are requested:

C. Clint Miller – Finance Director

Kristi Carrithers – City Clerk and HR Director

James (Jet) Truman – Mayor

Ben Anderson – Council President

These changes will take place effectively from 10-14-25 and will remain in place until a new City Administrator is hired.

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

**R. AUTHORIZATION FOR BANK SIGNERS:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommend motion to designate C. Clint Miller, Kristi Carrithers, James Truman and Ben Anderson as authorized signers on accounts held at Halstead Bank, Fidelity Bank, Peoples Bank and Emprise Bank.**

**NEW BUSINESS**

**S. APPROVAL OF CHIP 2025-1 APPLICATION:**

Community Development Director Fiedler will present CHIP-2025-01, application of Scott Rentals LLC, for approval to participate in the City's Commercial Housing Incentive Program. This application is for a new duplex addressed as 210/212 N. Birch Ave., Valley Center, Ks. 67147

- Application
- Map



2024-2025 Commercial Housing Incentive Program Application  
City of Valley Center, Kansas

The City of Valley Center, Kansas, initiated the Commercial Housing Incentive Program (City Resolution 691-20) in September 2020. This program is designated for individuals that build/own new multi-family residences in Valley Center and, upon approval, will provide a rebate of **100% OF THE CITY OF VALLEY CENTER'S PORTION OF PROPERTY TAXES PAID ANNUALLY** for a period of three (3) years. In order to qualify for this program, an applicant **must** meet the following requirements:

- Complete this application form and submit it to the Community Development Director,
- Certify that they have built/own a multi-family residential building(s) within the city limits of Valley Center completely constructed between January 01, 2020 and December 31, 2025, and
- Remain current on their property taxes due

Applications will be reviewed by the Community Development Director to ensure that all requirements are met. Final approval will be granted by the Valley Center City Council. Please call the Community Development Dept. at (316) 755-7310 with any questions regarding this program or application.

Applicant's Name(s): Greg and Teresa Scott or Scott Rentals, LLC

Applicant's Mailing Address: 10565 N Meridian Ave, VC

Applicant's Phone Number: 316-644-1982 316-619-1458

Applicant's Email Address: greg.teresa7@gmail.com

Address(es) of New Multi-Family Residence(s): 210/212 N. Birch Ave, VC

Parcel Identification Number (PIN): 00315790

Date of Purchase or Certificate of Occupancy: 6-6-25

(please provide appropriate documentation)

1 P 0000 21-# 8 20-25

Janice Scott 8-20-20  Janice Scott Date

Applicant's Signature

Approved       Denied

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Sedgwick County  
Register of Deeds - Tonga Buckingham  
Doc#/Flm-Pg: 30334093

Receipt #: 2443698  
Pages Recorded: 3

Recording Fee: \$55.00

Authorized by *Tonga Buckingham*  
Cashier: KVENATOR  
Date Recorded: 09/16/2024 10:22:00 AM



Sedgwick County  
Register of Deeds - Tonga Buckingham  
Doc#/Flm-Pg: 30322749

Receipt #: 2436111  
Pages Recorded: 2

Recording Fee: \$38.00

Authorized by *Tonga Buckingham*  
Cashier: clift  
Date Recorded: 07/23/2024 01:30:36 PM

RE-FILED

PURSUANT to K.S.A. 79-1437 a real estate validation questionnaire is not required due to exemption no. 4

### CORPORATION WARRANTY DEED (Following Kansas Statutory Warranty Form)

This 16th day of July, 2024

Gregory G. Scott, Member and Teresa L. Scott, Member of Scott Rentals LLC, a Corporation duly organized and existing under the laws of the State of KANSAS, CONVEY(S) AND WARRANT(S) TO, Scott Rentals LLC, all of the following described REAL ESTATE, in the County of Sedgwick County, State of Kansas to wit:

The West 100 feet of the South 14.3 feet of Lot 26, and the West 100 feet of Lot 28, Ave. C, now Birch Ave., City of Valley Center, Sedgwick County, Kansas

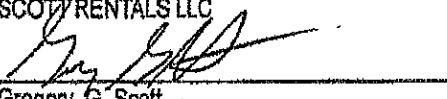
AND

The West 100 feet of Lot 24 and the West 100 feet of the North 35.7 feet of Lot 26, on Ave. C, now Birch Ave., City of Valley Center, Sedgwick County, Kansas

\* County Clerk please combine tax parcel numbers 00 315790 \*  
for the sum of One Dollar and other Valuable Consideration and 00 315791  
EXCEPT AND SUBJECT TO:

Easements and restrictions of record, if any.

SCOTT RENTALS LLC

  
Gregory G. Scott  
Member

  
Teresa L. Scott  
Member

State of Kansas, Sedgwick County, ss.

BE IT REMEMBERED, that on this 16th day of July, 2024, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came: Gregory G. Scott, Member and Teresa L. Scott, Member of Scott Rentals LLC, a corporation existing under the laws of the State of who is/are personally known to me to be the same person(s) who executed, as such officer(s), the within instrument on behalf of said corporation, and such person(s) duly acknowledged the execution of the same to be the act and deed of said corporation.

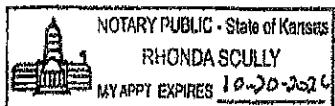
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Term Expires: 10-20-2026

*RS*

Notary Public

*Rhonda Scully*



# Certificate of Completion

(Must be returned for Occupancy)

*City of Valley Center, Kansas*

Community Development Department

This Certificate was issued pursuant to the requirements of Section 110 of the International Residential Code or Section \_\_\_\_\_ International Building Code certifying that at the time of issuance the structure received all required inspections and to the best of our knowledge and belief was in compliance with the various Ordinances of the City regulating building construction or use. This Certificate in no way warrants or guarantees workmanship in the structure and the City will not be liable for any non-compliance with the code.

Use Classification \_\_\_\_\_

Building Permit No. 240503

Group \_\_\_\_\_

Type of Construction Duplex

Owner of Building \_\_\_\_\_

Address 210 N. Birch

Building Address \_\_\_\_\_

By: BSL



Community Development Director

Building Official

Date: 6-6-25

Post in a Conspicuous Place

## JOB SITE INSPECTION RECORD

POST THIS CARD AT OR NEAR FRONT OF JOB SITE

PERMIT NO. 240503ADDRESS 210 N Birch

NATURE OF WORK

TYPE

New Duplex

OCCUPANCY

OWNER

Scott's

CONTRACTOR

Artistic Builders

## INSPECTOR MUST SIGN APPROPRIATE SPACE

INSPECTION DATE INSPECTOR

INSPECTION DATE INSPECTOR

Foundation		
Setback		
Footing		
Foundation Wall		

Wall Covering

Sidewall Insulation

Wallboard

Miscellaneous

Attic Insulation

Electrical Underground

Concrete Floor Slabs		
Electrical (groundwork)		
Plumbing (groundwork)		
Reinforcing		
Perimeter Heating		

Fire Department

Fire Alarm System

Fire Sprinkler System

Fire Extinguishing System

Fire Detection System

Rough Electrical	<u>11-14-24</u>	<u>B&amp;L</u>
Rough Plumbing	<u>11-18-24</u>	<u>B&amp;L</u>
Gas Piping	<u>11-14-24</u>	<u>B&amp;L</u>
Heating and Ventilation	<u>11-18-24</u>	<u>B&amp;L</u>

Final

6-8-25B&L3-20-20B&L6-5-25B&L

ABOVE MUST BE SIGNED BEFORE FRAME INSPECTION

Roofing		
Framing		

Site Work

Parking Lot

Screening

Sidewalks

Grading

ABOVE MUST BE SIGNED BEFORE WALLS ARE COVERED

## CERTIFICATE OF OCCUPANCY

Conditions:

 Unrestricted Restricted as follows:

Valley Center Review		Date
ROW	<u>Scotter</u>	<u>6/2/25</u>
Sewer	<u>N/M</u>	<u>6/9/25</u>
Water	<u>N/M</u>	<u>6/9/25</u>
BMP/Stormwater	<u>Scotter</u>	<u>6/9/25</u>

## CERTIFICATION:

The above job has been inspected as noted and is hereby entitled to be issued a CERTIFICATE of OCCUPANCY as noted.

Temporary Partial Full

# Certificate of Completion

(Must be returned for Occupancy)

*City of Valley Center, Kansas*  
Community Development Department

This Certificate was issued pursuant to the requirements of Section 110 of the International Residential Code or Section 110 of the International Building Code certifying that at the time of issuance this structure received all required inspections and to the best of our knowledge and belief was in compliance with the various Ordinances of the City regulating building construction or use. This Certificate in no way warrants or guarantees workmanship in the structure and the City will not be liable for any non-compliance with the code.

Use Classification \_\_\_\_\_

Building Permit No. 245505

Group \_\_\_\_\_

Type of Construction Duplex

Owner of Building \_\_\_\_\_

Address 212 N Birch

Building Address \_\_\_\_\_

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



Community Development Director

Building Official

Date: 6-4-25

Post in a Conspicuous Place

## JOB SITE INSPECTION RECORD

POST THIS CARD AT OR NEAR FRONT OF JOB SITE

PERMIT NO. 240505ADDRESS 212 N BirchNATURE OF WORK New Duplex

TYPE

OWNER Scott's

OCCUPANCY

CONTRACTOR Artistic Builders

## INSPECTOR MUST SIGN APPROPRIATE SPACE

INSPECTION DATE INSPECTOR

Foundation		
Setback		
Footing		
Foundation Wall		

DO NOT POUR CONCRETE UNTIL ABOVE IS SIGNED

Concrete Floor Slabs		
Electrical (groundwork)		
Plumbing (groundwork)		
Reinforcing		
Perimeter Heating		

DO NOT POUR CONCRETE UNTIL ABOVE IS SIGNED

Rough Electrical	<u>11-14-24</u>	<u>B</u>
Rough Plumbing	<u>11-18-24</u>	<u>B</u>
Gas Piping	<u>11-14-24</u>	<u>B</u>
Heating and Ventilation	<u>11-14-24</u>	<u>B</u>

ABOVE MUST BE SIGNED BEFORE FRAME INSPECTION

Roofing		
Framing		

ABOVE MUST BE SIGNED BEFORE WALLS ARE COVERED

CERTIFICATE OF OCCUPANCY		
Conditions:		
<input checked="" type="checkbox"/> Unrestricted		
<input type="checkbox"/> Restricted as follows:		

Valley Center Review	Date
ROW	<u>6/12/25</u>
Sewer	<u>6/19/25</u>
Water	<u>6/19/25</u>
BMP/Stormwater	<u>6/12/25</u>

INSPECTION	DATE	INSPECTOR
Wall Covering		
Sidewall Insulation		
Wallboard		
Miscellaneous		
Attic Insulation		
Electrical Underground		

INSPECTION	DATE	INSPECTOR
Fire Department		
Fire Alarm System		
Fire Sprinkler System		
Fire Extinguishing System		
Fire Detection System		

INSPECTION	DATE	INSPECTOR
Final		
Electrical		<u>6-20-25</u>
Plumbing		<u>6-4-25</u>
Htg. Vent. & A/C		<u>5-20-25</u>
Site Work		
Parking Lot		
Screening		
Sidewalks		
Grading		

CERTIFICATION:	<u>B. Sh</u>	<u>6-6-25</u>
The above job has been inspected as noted and is hereby entitled to be issued a CERTIFICATE of OCCUPANCY as noted.		

Temporary  Partial  Full



## **CHIP-2025-01 Property Map**

- Property Owner: Scott Rentals LLC
- Property Details: one duplex (210/212 N. Birch Avenue)
- Development finished in June 2025



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

**S. APPROVAL OF CHIP 2025-1 APPLICATION:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommend motion to approve application from Scott Rentals LLC for CHIP 2025-1.**

**NEW BUSINESS**

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

Should Council choose to proceed.

**RECOMMENDED ACTION**

Staff recommends motion for Council to recess into executive session to discuss an individual employee's performance pursuant to the nonelected personnel matter exception, K.S.A. 75-4319(b)(1). Included in the executive session are the City Council, Mayor, City Attorney and City Clerk/HR Director.

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

## **CONSENT AGENDA**

- A. APPROPRIATION ORDINANCE – OCTOBER 7, 2025
- B. DELINQUENT ACCOUNT REPORT–JULY 2025
- C. REQUEST FOR STREET CLOSURE-CHAMBER OF COMMERCE TRICK OR TREAT
- D. ALCOHOL WAIVER REQUEST-CITY OF VALLEY CENTER AND ELEVATE SENIOR LIVING
- E. PLANNING AND ZONING BOARD MINUTES – SEPTEMBER 18, 2025
- F. HVAC EQUIPMENT PURCHASE
- G. HISTORICAL SOCIETY REQUEST: SIGN WAIVER FOR ARTS AND CRAFTS EVENT – NOVEMBER 8, 2025

### **RECOMMENDED ACTION:**

**Staff recommends motion to approve the Consent Agenda as presented.**

## **CONSENT AGENDA**

## **A. APPROPRIATION ORDINANCE:**

Below is the proposed Appropriation Ordinance for October 7, 2025, as prepared by City Staff.

## October 7, 2025, Appropriation

**Total** **\$ 1,250,441.66**

VENDOR SET: 02 City of Valley Center

BANK: \* ALL BANKS

DATE RANGE: 6/15/2025 THRU 99/99/9999

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VENDOR I.D.	NAME	STATUS	DATE	CHECK	INVOICE	CHECK	CHECK	CHECK
				AMOUNT	DISCOUNT	NO	STATUS	AMOUNT
1487	GERBER COLLISION							
C-CHECK	GERBER COLLISION	VOIDED	V 9/30/2025			063720		2,000.00CR

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

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	1	VOID DEBITS 0.00		
		VOID CREDITS 2,000.00CR	2,000.00CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 02 BANK: *	TOTALS: 1	2,000.00CR	0.00	0.00
BANK: *	TOTALS: 1	2,000.00CR	0.00	0.00

VENDOR SET: 02 City of Valley Center

BANK: APBK PEOPLES CHECKING

DATE RANGE: 6/15/2025 THRU 99/99/9999

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VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
1	SHROPSHIRE, JAKE							
	I-000202509093851	US REFUND	R	9/12/2025	236.39		063645	236.39
0014	WICHITA WINWATER WORKS CO.							
	I-202509093828	WICHITA WINWATER WORKS CO.	R	9/12/2025	586.60		063646	586.60
0110	LKM - LEAGUE OF KANSAS MUNICIP							
	I-202509083818	LKM - LEAGUE OF KANSAS MUNICIP	R	9/12/2025	540.49		063647	
	I-202509093839	LKM - LEAGUE OF KANSAS MUNICIP	R	9/12/2025	464.47		063647	1,004.96
0126	HACH COMPANY							
	I-202509083819	HACH COMPANY	R	9/12/2025	564.58		063648	564.58
0147	TRAFFIC CONTROL SERVICES, INC.							
	I-202509093844	TRAFFIC CONTROL SERVICES, INC.	R	9/12/2025	14,483.60		063649	14,483.60
0150	AT&T MOBILITY							
	I-202509093846	AT&T MOBILITY	R	9/12/2025	907.28		063650	907.28
0153	ARK VALLEY NEWS							
	I-202509083823	ARK VALLEY NEWS	R	9/12/2025	700.16		063651	700.16
0249	APAC - KANSAS INC							
	I-202509093838	APAC - KANSAS INC	R	9/12/2025	2,981.51		063652	2,981.51
0306	SEDGWICK COUNTY							
	I-202509093833	SEDGWICK COUNTY	R	9/12/2025	1,667.25		063653	1,667.25
0498	BRYAN'S HEATING & AIR CONDITIO							
	I-202509093835	BRYAN'S HEATING & AIR CONDITIO	R	9/12/2025	330.00		063654	330.00
0646	RENTAL RANCH LLC							
	I-202509093824	RENTAL RANCH LLC	R	9/12/2025	775.95		063655	775.95
0728	DITCH WITCH UNDERCON							
	I-202509093843	DITCH WITCH UNDERCON	R	9/12/2025	104.50		063656	104.50
0824	GALLS, LLC							
	I-202509093848	GALLS, LLC	R	9/12/2025	141.75		063657	141.75
0828	FIRE PROTECTION SERVICES INC							
	I-202509093832	FIRE PROTECTION SERVICES INC	R	9/12/2025	2,250.00		063658	2,250.00

VENDOR SET: 02 City of Valley Center  
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VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
0837	KANSASLAND TIRE							
	I-202509093830	KANSASLAND TIRE	R	9/12/2025	564.00		063659	564.00
1078	FLEXIBLE BENEFIT SERVICE CORPO							
	I-202509093826	FLEXIBLE BENEFIT SERVICE CORPO	R	9/12/2025	206.75		063660	206.75
1118	PYE BARKER FIRE & SAFETY LLC							
	I-202509093847	PYE BARKER FIRE & SAFETY LLC	R	9/12/2025	913.00		063661	913.00
1126	EQUIPMENTSHARE.COM, INC.							
	I-202509093834	EQUIPMENTSHARE.COM, INC.	R	9/12/2025	4,337.16		063662	4,337.16
1137	WASTE CONNECTIONS OF KANSAS, I							
	I-202509093845	WASTE CONNECTIONS OF KANSAS, I	R	9/12/2025	48,212.75		063663	48,212.75
1138	PRAIRIELAND PARTNERS LLC							
	I-202509093842	PRAIRIELAND PARTNERS LLC	R	9/12/2025	2,920.08		063664	2,920.08
1162	CUT RATES LAWN CARE LLC							
	I-202509083822	CUT RATES LAWN CARE LLC	R	9/12/2025	2,855.00		063665	2,855.00
1186	FLOCK SAFETY							
	I-202509093831	FLOCK SAFETY	R	9/12/2025	7,500.00		063666	7,500.00
1234	FLEET FUELS LLC							
	I-202509093841	FLEET FUELS LLC	R	9/12/2025	1,217.81		063667	1,217.81
1240	UTILITY MAINTENANCE CONTRACTOR							
	I-202509093836	UTILITY MAINTENANCE CONTRACTOR	R	9/12/2025	7,160.00		063668	7,160.00
1360	ABCD TECH							
	I-202509093829	ABCD TECH	R	9/12/2025	135.00		063669	135.00
1376	LAMPTON WELDING SUPPLY CO., IN							
	I-202509093825	LAMPTON WELDING SUPPLY CO., IN	R	9/12/2025	84.95		063670	84.95
1392	WORKSTEPS, INC.							
	I-202509093850	WORKSTEPS, INC.	R	9/12/2025	75.00		063671	75.00
1394	IDEATEK TELECOM, LLC.							
	I-202509093849	IDEATEK TELECOM, LLC.	R	9/12/2025	1,759.79		063672	1,759.79
1430	ATCO INTERNATIONAL							
	I-202509093837	ATCO INTERNATIONAL	R	9/12/2025	370.00		063673	370.00

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VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
1476	C & B EQUIPMENT MIDWEST							
I-202509093840	C & B EQUIPMENT MIDWEST	R	9/12/2025	420.00		063674		420.00
1297	BURNS & MCDONNELL/CAS CONSTRUC							
I-202509113852	BURNS & MCDONNELL/CAS CONSTRUC	R	9/11/2025	982,303.20		063677		982,303.20
0005	D&D PLUMBING, INC.							
I-202509173856	D&D PLUMBING, INC.	R	9/19/2025	1,580.30		063678		1,580.30
0110	LKM - LEAGUE OF KANSAS MUNICIP							
I-202509173857	LKM - LEAGUE OF KANSAS MUNICIP	R	9/19/2025	120.00		063679		120.00
0113	VALLEY PRINT LOGISTICS							
I-202509173867	VALLEY PRINT LOGISTICS	R	9/19/2025	70.00		063680		70.00
0126	HACH COMPANY							
I-202509173860	HACH COMPANY	R	9/19/2025	95.29		063681		95.29
0204	PITNEY BOWES							
I-202509173864	PITNEY BOWES	R	9/19/2025	609.00		063682		609.00
0312	VALLEY CENTER RECREATION							
I-202509173858	VALLEY CENTER RECREATION	R	9/19/2025	1,224.00		063683		1,224.00
0453	DAVE BOWMAN, PH.D.							
I-202509173862	DAVE BOWMAN, PH.D.	R	9/19/2025	225.00		063684		225.00
0578	PHILIP L. WEISER, J.D.							
I-202509173869	PHILIP L. WEISER, J.D.	R	9/19/2025	150.00		063685		150.00
0784	MERIDIAN ANALYTICAL LABS, LLC							
I-202509173868	MERIDIAN ANALYTICAL LABS, LLC	R	9/19/2025	750.00		063686		750.00
0824	GALLS, LLC							
I-202509173873	GALLS, LLC	R	9/19/2025	1,063.48		063687		1,063.48
0828	FIRE PROTECTION SERVICES INC							
I-202509183876	FIRE PROTECTION SERVICES INC	R	9/19/2025	3,590.00		063688		3,590.00
1004	IMAGINE IT, INC.							
I-202509173866	IMAGINE IT, INC.	R	9/19/2025	9,131.11		063689		9,131.11
1008	GENE'S STUMP GRINDING SERVICES							
I-202509173855	GENE'S STUMP GRINDING SERVICES	R	9/19/2025	700.00		063690		700.00

VENDOR SET: 02 City of Valley Center  
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VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
1094	EMC INSURANCE COMPANIES							
	I-202509173861	EMC INSURANCE COMPANIES	R	9/19/2025	1,463.00		063691	1,463.00
1162	CUT RATES LAWN CARE LLC							
	I-202509173854	CUT RATES LAWN CARE LLC	R	9/19/2025	4,580.00		063692	4,580.00
1403	PARETO HEALTH							
	I-202509173870	PARETO HEALTH	R	9/19/2025	94.00		063693	94.00
1407	RED CARPET TROPHY							
	I-202509173865	RED CARPET TROPHY	R	9/19/2025	18.78		063694	18.78
1417	ACCESS SYSTEMS LEASING							
	I-202509173863	ACCESS SYSTEMS LEASING	R	9/19/2025	793.39		063695	793.39
1484	WICHITA TAI CHI FOR HEALTH & W							
	I-202509173871	WICHITA TAI CHI FOR HEALTH & W	R	9/19/2025	315.00		063696	315.00
1485	BISHOP LIFTING							
	I-202509173872	BISHOP LIFTING	R	9/19/2025	1,209.00		063697	1,209.00
0032	AFLAC							
	I-AF 202509043817	SUPPLEMENTAL INSURANCE	R	9/19/2025	97.43		063699	
	I-AF 202509173874	SUPPLEMENTAL INSURANCE	R	9/19/2025	97.43		063699	
	I-AFC202509043817	SUPPLEMENTAL INSURANCE	R	9/19/2025	51.44		063699	
	I-AFC202509173874	SUPPLEMENTAL INSURANCE	R	9/19/2025	51.44		063699	
	I-AFD202509043817	SUPPLEMENTAL INSURANCE	R	9/19/2025	110.36		063699	
	I-AFD202509173874	SUPPLEMENTAL INSURANCE	R	9/19/2025	110.36		063699	
	I-AFL202509043817	SUPPLEMENTAL LIFE INSURANCE	R	9/19/2025	60.10		063699	
	I-AFL202509173874	SUPPLEMENTAL LIFE INSURANCE	R	9/19/2025	60.10		063699	
	I-AFO202509043817	SUPPLEMENTAL INSURANCE	R	9/19/2025	45.89		063699	
	I-AFO202509173874	SUPPLEMENTAL INSURANCE	R	9/19/2025	45.92		063699	730.47
0445	DELTA DENTAL OF KANSAS, INC.							
	I-DDS202509043817	DENTAL INSURANCE	R	9/19/2025	236.86		063700	
	I-DDS202509173874	DENTAL INSURANCE	R	9/19/2025	225.19		063700	
	I-DEC202509043817	DENTAL INSURANCE	R	9/19/2025	213.48		063700	
	I-DEC202509173874	DENTAL INSURANCE	R	9/19/2025	213.48		063700	
	I-DES202509043817	DENTAL INSURANCE	R	9/19/2025	216.48		063700	
	I-DES202509173874	DENTAL INSURANCE	R	9/19/2025	216.48		063700	
	I-DFM202509043817	DENTAL INSURANCE	R	9/19/2025	726.00		063700	
	I-DFM202509173874	DENTAL INSURANCE	R	9/19/2025	653.66		063700	2,701.63

VENDOR SET: 02 City of Valley Center  
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 DATE RANGE: 6/15/2025 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
0566 SURENCY LIFE AND HEALTH								
I-VEC202509043817	VISION INSURANCE	R	9/19/2025	7.93		063701		
I-VEC202509173874	VISION INSURANCE	R	9/19/2025	7.93		063701		
I-VES202509043817	VISION INSURANCE	R	9/19/2025	9.24		063701		
I-VES202509173874	VISION INSURANCE	R	9/19/2025	9.24		063701		
I-VMC202509043817	VISION INSURANCE	R	9/19/2025	69.44		063701		
I-VMC202509173874	VISION INSURANCE	R	9/19/2025	69.44		063701		
I-VME202509043817	VISION INSURANCE	R	9/19/2025	62.79		063701		
I-VME202509173874	VISION INSURANCE	R	9/19/2025	62.79		063701		
I-VMF202509043817	VISION INSURANCE	R	9/19/2025	168.70		063701		
I-VMF202509173874	VISION INSURANCE	R	9/19/2025	168.70		063701		
I-VMS202509043817	VISION INSURANCE	R	9/19/2025	60.72		063701		
I-VMS202509173874	VISION INSURANCE	R	9/19/2025	49.84		063701		746.76
0050 CITY OF NEWTON								
I-202509233879	CITY OF NEWTON	R	9/26/2025	100.00		063702		100.00
0110 LKM - LEAGUE OF KANSAS MUNICIP								
I-202509243888	LKM - LEAGUE OF KANSAS MUNICIP	R	9/26/2025	200.00		063703		200.00
0147 TRAFFIC CONTROL SERVICES, INC.								
I-202509233880	TRAFFIC CONTROL SERVICES, INC.	R	9/26/2025	395.00		063704		395.00
0150 AT&T MOBILITY								
I-202509243885	AT&T MOBILITY	R	9/26/2025	267.64		063705		267.64
0196 P E C (PROFESSIONAL ENGINEERIN								
I-202509253902	P E C (PROFESSIONAL ENGINEERIN	R	9/26/2025	54,750.00		063706		54,750.00
0587 DELL FINANCIAL SERVICES, LLC								
I-202509233883	DELL FINANCIAL SERVICES, LLC	R	9/26/2025	18.70		063707		18.70
0623 CORE & MAIN								
I-202509233882	CORE & MAIN	R	9/26/2025	5,603.40		063708		5,603.40
0824 GALLS, LLC								
I-202509243900	GALLS, LLC	R	9/26/2025	115.00		063709		115.00
0988 FELD FIRE								
I-202509243896	FELD FIRE	R	9/26/2025	330.00		063710		330.00
1003 CITYCODE FINANCIAL LLC								
I-202509243901	CITYCODE FINANCIAL LLC	R	9/26/2025	100.00		063711		100.00

VENDOR SET: 02 City of Valley Center  
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VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
1105	CK POWER							
I-202509243897	CK POWER	R	9/26/2025	6,060.00		063712		6,060.00
1162	CUT RATES LAWN CARE LLC							
I-202509243884	CUT RATES LAWN CARE LLC	R	9/26/2025	3,665.00		063713		3,665.00
1236	SHORT ELLIOT HENDRICKSON, INC.							
I-202509233881	SHORT ELLIOT HENDRICKSON, INC.	R	9/26/2025	50,374.93		063714		50,374.93
1240	UTILITY MAINTENANCE CONTRACTOR							
I-202509243898	UTILITY MAINTENANCE CONTRACTOR	R	9/26/2025	4,710.00		063715		4,710.00
1486	WELLPATH LLC							
I-202509243886	WELLPATH LLC	R	9/26/2025	18.00		063716		18.00
1	RICKY PHILLIPS							
I-000202509253904	RICKY PHILLIPS:	R	9/26/2025	500.00		063719		500.00
1487	GERBER COLLISION							
I-202509303907	GERBER COLLISION	V	9/30/2025	2,000.00		063720		2,000.00
1487	GERBER COLLISION							
M-CHECK	GERBER COLLISION	VOIDED	V	9/30/2025		063720		2,000.00CR
1487	GERBER COLLISION							
I-202509303907	GERBER COLLISION	R	9/30/2025	Reissue		063721		2,000.00

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

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	71	1,248,936.90	0.00	1,248,936.90
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	2,000.00		
		VOID CREDITS	2,000.00CR	0.00
				0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 02 BANK: APBK TOTALS:	71	1,248,936.90	0.00	1,248,936.90

VENDOR SET: 03 City of Valley Center  
 BANK: APBK PEOPLES CHECKING  
 DATE RANGE: 6/15/2025 THRU 99/99/9999

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VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
0134	KYLE RANEY							
I-202509083820	KYLE RANEY	R	9/12/2025	159.94		063675		159.94
0149	WILLIAM DILLMAN							
I-202509083821	WILLIAM DILLMAN	R	9/12/2025	250.00		063676		250.00
0128	SCOTT LEMUZ							
I-202509173859	SCOTT LEMUZ	R	9/19/2025	250.00		063698		250.00
0139	GREG FOX							
I-202509233878	GREG FOX	R	9/26/2025	228.00		063717		228.00
0157	KYLE FIEDLER							
I-202509243899	KYLE FIEDLER	R	9/26/2025	616.82		063718		616.82

* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		5	1,504.76	0.00	1,504.76
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		0	0.00	0.00	0.00
EFT:		0	0.00	0.00	0.00
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:		0	0.00		
		VOID DEBITS	0.00		
		VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 03	BANK: APBK	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			5	1,504.76	0.00	1,504.76
BANK: APBK	TOTALS:		76	1,250,441.66	0.00	1,250,441.66
REPORT TOTALS:			76	1,250,441.66	0.00	1,250,441.66

## SELECTION CRITERIA

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VENDOR SET: \* - All

VENDOR: ALL

BANK CODES: All

FUNDS: All

## CHECK SELECTION

CHECK RANGE: 063645 THRU 063721

DATE RANGE: 6/15/2025 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. DELINQUENT ACCOUNT REPORT – JULY 2025:**

10/02/2025 11:28 AM

## A C C O U N T A G I N G R E P O R T

PAGE: 1

ZONE: ALL  
 STAT: Disconnect, Final, Inactive  
 START DATES: 0/00/0000 THRU 99/99/9999  
 LAST BILL DATES: 0/00/0000 THRU 99/99/9999  
 FINAL DATES: 7/01/2025 THRU 7/31/2025

CONTRACTS: NO  
 October 7, 2025 City Council Agenda Page 189

ACCOUNT NO#	NAME	LAST PAY	ST	--CURRENT--	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--BALANCE--
01-0115-10	HILSINGER, SEAN	7/08/2025	F		72.51				72.51
=====									
**** BOOK # :0001	TOTAL ACCOUNTS:	1		0.00	0.00	72.51	0.00	0.00	72.51
=====									
**** BOOK # :0002	TOTAL ACCOUNTS:	0		0.00	0.00	0.00	0.00	0.00	0.00
=====									
03-0139-02	LEWIS, DARTHA	7/29/2025	F		119.70				119.70
=====									
**** BOOK # :0003	TOTAL ACCOUNTS:	1		0.00	0.00	119.70	0.00	0.00	119.70
=====									
**** BOOK # :0005	TOTAL ACCOUNTS:	0		0.00	0.00	0.00	0.00	0.00	0.00
=====									
06-0009-09	MARTIN, BRANDI	5/15/2025	F		62.61	209.89	113.47	385.97	
06-0198-00	FIELDS, MYKAH	7/08/2025	F		60.23				60.23
=====									
**** BOOK # :0006	TOTAL ACCOUNTS:	2		0.00	0.00	122.84	209.89	113.47	446.20
=====									
07-0279-15	BYINGTON, TIFFANIE	7/17/2025	F		45.98				45.98
=====									
**** BOOK # :0007	TOTAL ACCOUNTS:	1		0.00	0.00	45.98	0.00	0.00	45.98
=====									
**** BOOK # :0009	TOTAL ACCOUNTS:	0		0.00	0.00	0.00	0.00	0.00	0.00
=====									
11-0096-01	WYATT, JESSICA	5/12/2025	F		195.57	204.64	248.46	648.67	
11-0099-15	KARST, JACOB	7/18/2025	F		49.03				49.03
=====									
**** BOOK # :0011	TOTAL ACCOUNTS:	2		0.00	0.00	244.60	204.64	248.46	697.70
=====									
12-0107-02	EISENMAN, EVAN	7/14/2025	F		47.50	109.32			156.82

10/02/2025 11:28 AM

## A C C O U N T A G I N G R E P O R T

PAGE: 2

ZONE: ALL  
 STAT: Disconnect, Final, Inactive  
 START DATES: 0/00/0000 THRU 99/99/9999  
 LAST BILL DATES: 0/00/0000 THRU 99/99/9999  
 FINAL DATES: 7/01/2025 THRU 7/31/2025

CONTRACTS: NO  
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ACCOUNT NO#	NAME	LAST PAY	ST	--CURRENT--	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--BALANCE--
**** BOOK # :0012	TOTAL ACCOUNTS:	1		0.00	47.50	109.32	0.00	0.00	156.82
14-0076-01	ARNCE, VICTORIA		7/25/2025 F			148.57			148.57
**** BOOK # :0014	TOTAL ACCOUNTS:	1		0.00	0.00	148.57	0.00	0.00	148.57
**** BOOK # :0017	TOTAL ACCOUNTS:	0		0.00	0.00	0.00	0.00	0.00	0.00
**** BOOK # :0018	TOTAL ACCOUNTS:	0		0.00	0.00	0.00	0.00	0.00	0.00
20-0072-91	MONARCH INVESTMENTS		8/15/2023 F		8.00				8.00
20-0208-06	RAWLINGS, AUDREY		5/14/2025 F		59.79	121.07	125.77	306.63	
**** BOOK # :0020	TOTAL ACCOUNTS:	2		0.00	0.00	67.79	121.07	125.77	314.63
**** BOOK # :0080	TOTAL ACCOUNTS:	0		0.00	0.00	0.00	0.00	0.00	0.00
**REPORT TOTALS**	TOTAL ACCOUNTS:	11		0.00	47.50	931.31	535.60	487.70	2002.11

## ===== R E P O R T T O T A L S =====

## ==== R E V E N U E C O D E T O T A L S ====

REVENUE CODE:	--CURRENT--	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--BALANCE--
100-WATER	0.00	15.54	381.55	227.38	231.45	855.92
200-SEWER	0.00	21.37	416.24	159.69	143.74	741.04
300-PROT	0.00	0.01	0.60	0.41	0.45	1.47
400-RECONNECT FEE	0.00	0.00	16.22	54.38	29.40	100.00
600-STORMWATER UTILITY FEE	0.00	4.85	66.96	30.10	26.09	128.00
610-SOLID WASTE	0.00	5.73	39.60	47.46	41.13	133.92
850-PENALTY	0.00	0.00	10.14	16.18	15.44	41.76
TOTALS	0.00	47.50	931.31	535.60	487.70	2002.11

TOTAL REVENUE CODES: 2,002.11

TOTAL ACCOUNT BALANCE: 2,002.11

DIFFERENCE: 0.00

## ===== R E P O R T T O T A L S =====

## ==== B O O K C O D E T O T A L S ====

BOOK:	--CURRENT--	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--BALANCE--
01-BOOK 01	0.00	0.00	72.51	0.00	0.00	72.51
02-BOOK 02	0.00	0.00	0.00	0.00	0.00	0.00
03-BOOK 03	0.00	0.00	119.70	0.00	0.00	119.70
05-BOOK 05	0.00	0.00	0.00	0.00	0.00	0.00
06-BOOK 06	0.00	0.00	122.84	209.89	113.47	446.20
07-BOOK 07	0.00	0.00	45.98	0.00	0.00	45.98
09-BOOK 09	0.00	0.00	0.00	0.00	0.00	0.00
11-BOOK 11	0.00	0.00	244.60	204.64	248.46	697.70
12-BOOK 12	0.00	47.50	109.32	0.00	0.00	156.82
14-BOOK 14	0.00	0.00	148.57	0.00	0.00	148.57
17-BOOK 17	0.00	0.00	0.00	0.00	0.00	0.00
18-BOOK 18	0.00	0.00	0.00	0.00	0.00	0.00
20-BOOK 20	0.00	0.00	67.79	121.07	125.77	314.63
80-STORMWATER YEARLY	0.00	0.00	0.00	0.00	0.00	0.00
TOTALS	0.00	47.50	931.31	535.60	487.70	2002.11

ERRORS: 000

## SELECTION CRITERIA

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## REPORT OPTIONS

ZONE: \* - All  
ACCOUNT STATUS: DISCONNECT, FINAL, INACTIVE  
CUSTOMER CLASS: ALL  
COMMENT CODES: All

## BALANCE SELECTION

SELECTION: ALL  
RANGE: 9999999.99CR THRU 9999999.99  
AGES TO TEST: ALL  
INCLUDE ZERO BALANCES: Include Accts w/Revenue Code balances

## DATE SELECTION

CUSTOMER DATES: YES  
START DATE: 0/00/0000 THRU 99/99/9999  
LAST BILL DATE: 0/00/0000 THRU 99/99/9999  
FINAL DATE: 7/01/2025 THRU 7/31/2025

## TRANSACTION DETAIL

PRINT TRANSACTION DETAIL: NO  
OLDEST TRANSACTION DATE: 99/99/9999

## PRINT OPTION

TOTALS ONLY: NO  
CONTRACTS: NO  
PRINT SEQUENCE: ACCOUNT NUMBER  
COMMENT CODES: None  
\*\*\* END OF REPORT \*\*\*

**CONSENT AGENDA**

**C. REQUEST FOR STREET CLOSURE-CHAMBER OF COMMERCE  
TRICK OR TREAT -OCTOBER 28, 2025:**

- Letter of request



Valley Center Chamber of Commerce  
121 S Meridian Ave  
Post Office Box 382  
Valley Center, Kansas 67147

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

Dear Mayor Truman and members of the City Council,

Along with the Valley Center Department of Public Safety and Valley Center Main Street, the Chamber of Commerce is once again hosting their annual Trick or Treat Street event. This year's event will be held on Tuesday, October 28<sup>th</sup> from 5-7 PM. Just like in prior years, we will host our normal walk-through trick or treat event for the Valley Center community this year.

We are requesting the following;

- Closure of the 100 & 200 blocks of Main Street from 3:30-8 PM. (This is different from past years; previously, we closed the roads at 3pm.)

Thank you for your time and consideration,

A handwritten signature in black ink, appearing to read 'Allison Clubb'.

Allison Clubb  
Executive Director  
Valley Center Chamber of Commerce

**CONSENT AGENDA**

**D. ALCOHOL WAIVER REQUEST- CITY OF VALLEY CENTER AND  
ELEVATE SENIOR LIVING – OCTOBER 21, 2025:**

- Alcohol waiver request



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

<u>City of Valley Center &amp; Elevate</u>		
NAME:		
<u>121 S. Meridian</u>		
ADDRESS:	STATE:	ZIP:
<u>Valley Center</u>		<u>Ks</u>
		<u>67147</u>
CITY:	STATE:	ZIP:
<u>316-755-7310</u>		
PHONE NUMBER:	NAME OF ORGANIZATION (IF APPLICABLE):	
<u>Community Senior Living Event for community &amp; potential Investors</u>		
TYPE OF FUNCTION:		
<u>October 21, 2025</u>		<u>3:00</u>
		<u>7:00</u>
DATE OF FUNCTION:	TIME:	TO:

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

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

Kristi Camares 9/22/2025  
SIGNATURE: DATE:

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

**CONSENT AGENDA**

**E. PLANNING AND ZONING BOARD MINUTES –SEPTEMBER 18, 2025:**

- Minutes

**PLANNING AND ZONING BOARD/BOARD OF ZONING APPEALS MEETING  
MINUTES  
CITY OF VALLEY CENTER, KANSAS**

Thursday, September 18, 2025      7:00 P.M.

**CALL TO ORDER:** Dalton Wilson, called the meeting to order at 7:01 P.M. with the following board members present: Amy Bradley, Steve Conway, Scot Phillips

**Members Absent:** Rick Shellenbarger, Gary Janzen, Paul Spranger

**City Staff Present:** Kyle Fiedler, Brent Clark, Sabrina Young

**Audience:** Briana Bogdan, Jake Vasa

**AGENDA:** A motion was made by Wilson and seconded by Phillips to set the agenda. Motion passed unanimously.

**APPROVAL OF DRAFT MINUTES:** Wilson made a motion to approve August 26, 2025, meeting minutes. The motion was seconded by Bradley. Motion passed unanimously.

**COMMUNICATIONS:** None

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

1. Review of DS-2025-03, application of 4Front LLC, pursuant to City Code 16.04, who is petitioning for approval of a final plat for land located on the east side of Interurban Dr. between Medow Rd and 93<sup>rd</sup> St N (not currently addressed), Valley Center, KS 67147.

Fiedler reviewed his staff report, sharing this is the second time the Board has seen the final plat. It is 181 lots and going to be zoned R-1B. There have been some changes to the plat and staff recommends approval. It will then go to City Council for acceptance of all the dedications on the public right-of-way.

Wilson opened the hearing for comments from the public: 7:05 PM

Jake Vasa with SEH, representing 4Front LLC stated that the changes are normal with a final plat. Coordinating where utilities are laid out, making sure the easements are in appropriate locations. Lowest opening elevations are also on this final plat for drainage purposes. No major changes from the preliminary plat.

Wilson closed the hearing for comments from the public: 7:06 PM

Based on the City Staff recommendations, public comments, and discussion by the Board of Zoning Appeals, Wilson made a motion to approve SD-2025-03. Motion was seconded by Phillips. The vote was unanimous. Motion passed.

**OLD/UNFINISHED BUSINESS:**

1. None

**NEW BUSINESS:**

1. None

**STAFF REPORTS:**

Fiedler reported that there is a new assistant for the Community Development Department, Sabrina Young.

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

Gary Janzen - absent  
Paul Spranger - absent  
Rick Shellenbarger - absent  
Scot Phillips - none  
Steve Conway - none  
Dalton Wilson – none  
Amy Bradley – none

**ADJOURNMENT OF THE PLANNING AND ZONING BOARD/BOARD OF ZONING APPEALS MEETING:** At 7:14 P.M., a motion was made by Wilson to adjourn and seconded by Bradley. The vote was unanimous, and the meeting was adjourned.

Respectfully submitted,

---

/s/ Kyle Fiedler, Secretary

---

Gary Janzen, Chairperson

**CONSENT AGENDA**

**F. HVAC PURCHASE AND INSTALLATION:**

- Staff Memo
- Proposal



**October 7th, 2022**

**To: Mayor Truman & Members of Council**  
**From: Neal Owings, Director of Park & Public Buildings**  
**Subject: Scheduled Replacement of HVAC Equipment**

#### **BACKGROUND**

---

As part of our preventative maintenance, HVAC equipment is tracked and replaced within an optimal timeframe. This reduces unplanned replacements, downtime and service calls at buildings and helps to maintain efficient modern equipment and allows for planned budgeting.

There are 6 units scheduled for replacement at City Hall and 1 unit scheduled for replacement at the Community Center. City Hall units were new in 2005 and are now 20 years old. The unit in need of replacement at the Community Center is a 2017 mini-split unit that is being replaced due to multi component failures that were outside of the warranty period. This unit will be replaced with a higher quality unit that should give a longer life expectancy and is serviceable and supported by our local HVAC contractor. As for units at City Hall, City Staff has elected to use equipment provided by local vendor Bryan's HVAC to install the recommended equipment as a sole source vendor for this project in order to maintain compatibility with existing equipment.

#### **FINANCIAL CONSIDERATION**

---

- These HVAC units were originally planned to be replaced in 2026 but beginning in January of 2026, current HVAC equipment will no longer be manufactured and switch over to the new type of HVAC equipment with non-compatible, new refrigerant type. In order to maintain compatibility with our existing equipment at City Hall we are requesting that these units be purchased prior to 2026 because of Industry Changes to refrigerant systems in new HVAC equipment
- This expenditure will be paid from the Building Equipment Reserve Fund (\$26,000) and the Equipment Reserve Fund (\$8,342).

#### **RECOMMENDATION**

---

The Park & Public Buildings Department is recommending approval to accept proposals from Bryan's Heating and Air Conditioning to replace A/C units 1, 2 and 4, which include Furnaces for each unit at City Hall and replace 1 mini split ductless unit at the Community Center/Library for the total price of \$34,342.00 and authorize the Mayor or City Administrator to sign.

#### **ATTACHMENTS**

---

- Bid Proposals with included warranties for each.



## HEATING & AIR CONDITIONING, INC.

700 Ramsey Drive, Valley Center, KS 67147  
 316-755-2447 | Fax: 316-755-2904  
 LIC# 1696S

Date: September 9, 2025

Customer: City of Valley Center

Attn: **City Hall Unit #1**

Street: 121 S Meridian Ave

City, State: Valley Center

Cust. Ph.: (316) 706-0209

E-Mail: parks@valleycenterks.org

Terms: Net 10

Prices quoted valid for 30 days

We are pleased to quote you on the following items:

Install Rheem 15 SEER-II 1-Stage 2-ton A/C, factory matched All-Aluminum Indoor

Coil, & 80% 1-Stage 50k btu Gas Furnace with Aluminized Heat Exchanger:

Includes permit, equipment, labor, copper line flush, fabricate furnace base & supply transition to tie into existing ductwork, new electronic wet switch, tie into existing gas/electric/flue, new service disconnect/electrical whip, & misc materials:

\$

8,024.00

COMMERCIAL WARRANTY: 1 yr Parts, 1 yr Labor, 5 yr Compressor, 10 yr Heat Exchanger

**Note: All above options require Project Exemption Certificate to be granted by the State of Kansas for Tax Exempt entities if exemption is desired. If Project Exemption Certificate can not be obtained prior to project commencing, sales tax on equipment & materials will be in addition to above pricing**

**\*\*ABOVE PRICING INCLUDES PERMIT, MATERIALS, SALES TAX & LABOR\*\***

Client Signature

Justin Grube ~ General Manager  
*Bryan's Heating Air Conditioning*



## HEATING & AIR CONDITIONING, INC.

700 Ramsey Drive, Valley Center, KS 67147  
 316-755-2447 | Fax: 316-755-2904  
 LIC# 1696S

Date: September 9, 2025

Customer: City of Valley Center

Attn: **City Hall Unit #2**

Street: 121 S Meridian Ave

City, State: Valley Center

Cust. Ph.: (316) 706-0209

E-Mail: parks@valleycenterks.org

Terms: Net 10

Prices quoted valid for 30 days

We are pleased to quote you on the following items:

Install Rheem 15 SEER-II 1-Stage 3-ton A/C, factory matched All-Aluminum Indoor

Coil, & 80% 1-Stage 50k btu Gas Furnace with Aluminized Heat Exchanger:

Includes permit, equipment, labor, copper line flush, fabricate furnace base & \$ 8,677.00

supply transition to tie into existing ductwork, new electronic wet switch, tie into

existing gas/electric/flue, new service disconnect/electrical whip, & misc materials:

COMMERCIAL WARRANTY: 1 yr Parts, 1 yr Labor, 5 yr Compressor, 10 yr Heat Exchanger

**Note: All above options require Project Exemption Certificate to be granted by the State of Kansas for Tax Exempt entities if exemption is desired. If Project Exemption Certificate can not be obtained prior to project commencing, sales tax on equipment & materials will be in addition to above pricing**

**\*\*ABOVE PRICING INCLUDES PERMIT, MATERIALS, SALES TAX & LABOR\*\***

Client Signature

Justin Grube ~ General Manager  
*Bryan's Heating Air Conditioning*



## HEATING & AIR CONDITIONING, INC.

700 Ramsey Drive, Valley Center, KS 67147  
 316-755-2447 | Fax: 316-755-2904  
 LIC# 1696S

Date: September 9, 2025

Customer: City of Valley Center

Attn: **City Hall Unit #4**

Street: 121 S Meridian Ave

City, State: Valley Center

Cust. Ph.: (316) 706-0209

E-Mail: parks@valleycenterks.org

Terms: Net 10

Prices quoted valid for 30 days

We are pleased to quote you on the following items:

Install (1)Rheem 15 SEER-II 1-Stage 5-ton A/C, tie into EXISTING factory matched All-Aluminum Indoor Coil replaced in 2021, & install (2) horizontally stacked 80% 1-Stage 100k btu Gas Furnaces with Aluminized Heat Exchangers : Includes permit, equipment, labor, copper line flush, tie into existing gas/electric/flue, new service disconnect/electrical whip, & misc materials: \$ 12,317.00

COMMERCIAL WARRANTY: 1 yr Parts, 1 yr Labor, 5 yr Compressor, 10 yr Heat Exchanger

**Note: All above options require Project Exemption Certificate to be granted by the State of Kansas for Tax Exempt entities if exemption is desired. If Project Exemption Certificate can not be obtained prior to project commencing, sales tax on equipment & materials will be in addition to above pricing**

**\*\*ABOVE PRICING INCLUDES PERMIT, MATERIALS, SALES TAX & LABOR\*\***

Client Signature

Justin Grube ~ General Manager  
*Bryan's Heating Air Conditioning*



## HEATING & AIR CONDITIONING, INC.

700 Ramsey Drive, Valley Center, KS 67147  
 316-755-2447 | Fax: 316-755-2904  
 LIC# 1696S

Date: September 17, 2025

Customer: City of Valley Center

Attn: **Community Building/Library IT Room**

Street: 316 e Clay

City, State: Valley Center

Cust. Ph.: (316) 706-0209

E-Mail: parks@valleycenterks.org

Terms: Net 10

Prices quoted valid for 30 days

We are pleased to quote you on the following items:

Replace 12k btu 1-1 Ductless Mini-Split with 19 SEER-II LG 12k btu 1-1 Ductless

Mini-Split: Includes permit, equipment, labor, new copper lineset, rubber feet  
 under outdoor unit to protect rubber roofing, wind baffles to assist with low  
 ambient cooling, & misc materials: \$ 5,324.00

WARRANTY: 12 yr Parts, 1 yr Labor, 12 yr Compressor

**Note: All above options require Project Exemption Certificate to be granted by the State of Kansas for Tax Exempt entities if exemption is desired. If Project Exemption Certificate can not be obtained prior to project commencing, sales tax on equipment & materials will be in addition to above pricing**

**\*\*ABOVE PRICING INCLUDES PERMIT, MATERIALS, & LABOR\*\***

Client Signature

Justin Grube ~ General Manager

*Bryan's Heating Air Conditioning*

## **CONSENT AGENDA**

### **G. HISTORICAL SOCIETY REQUEST FOR SIGN WAIVER FOR ARTS AND CRAFTS EVENT – NOVEMBER 8, 2025**

The historical Society is having an Arts and Crafts Bazaar as well as a Ham & Bean Feed! It is scheduled for Saturday, November 8 at the First United Methodist Church. We would like to invite Valley Center to stop by, shop and enjoy a Ham & Bean dinner! This is a fund raiser for our window project for the house, and we hope to see a lot of you there.

## **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. Public Library Director Sharp**
- G. City Attorney Arbuckle**
- H. Finance Director Miller**
- I. City Clerk/HR Director Carrithers**
- J. City Administrator Clark**

## Public Works Status Report

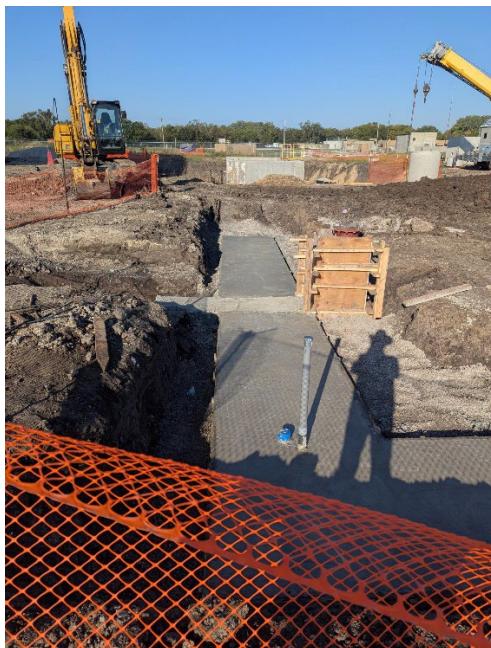
All:

### **Water Treatment Plant Project:**

Backwash basin is complete and has been leak tested.



Back filling here.



WTP footings being poured.



WTP foundation being poured.

**Seneca Street Project:**





Bridge has been removed. Performing dirt work to prepare for bridge supports. The watermain is close to where the bridge supports will be installed. PEC and Wildcat are evaluating options.

**Sewer department:**

We had a sewer main backup on the night of 9/21. This happened along Southwind. It was determined that roots were the cause. They were able to get the line flowing that evening. There was one house that had some backup into their basement. Staff has reached out to this individual and resolved the issue. Staff had a contract company come out the next day to run a special cutting head down the line to remove the roots. All necessary paperwork has been filed with KDHE regarding the backup into the on house.

## **GOVERNING BODY REPORTS**

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

**ADJOURN**