



CITY COUNCIL AGENDA

MEETING POSTPONED TO THURSDAY, FEBRUARY 20, 2025

February 18, 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 – February 4, 2025
- 7. PRESENTATIONS / PROCLAMATIONS p 11**
 - A. North Meridian Tree Replacement Project Update
 - B. Public Safety Positions
- 8. PUBLIC FORUM (*Citizen input and requests*) p 11**
- 9. APPOINTMENTS p 11**
- 10. OLD BUSINESS p 22**
 - A. Ordinance 1418-25; Amend Nuisance Regulations p 22
- 11. NEW BUSINESS p 25**
 - A. Approval of Real Estate Contract with USD No 262 p 25
 - B. Planning and Zoning Board Minutes – January 28, 2025 p 39
 - C. Ordinance 1420-25; Comprehensive Plan Adoption p 48
 - D. Award bid of 2025 Raw Water Services and Maintenance Contract p 53
 - E. Award bid of 2025 Roadway Upgrade Service p 59
- 12. CONSENT AGENDA p 69**
 - A. Appropriation Ordinance – February 18, 2025 p 70
 - B. Delinquent Account Report- p 76
 - C. Economic Development Board Minutes – February 5, 2025. p 82
- 13. STAFF REPORTS p 85**
- 14. GOVERNING BODY REPORTS p 97**
- 15. ADJOURN**

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

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

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

For additional information on any item on the agenda, please visit www.valleycenterks.org or call (316) 755-7310.

CALL TO ORDER

ROLL CALL

INVOCATION – MINISTERIAL ALLIANCE

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

RECOMMENDED ACTION:

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

ADMINISTRATION AGENDA

A. MINUTES:

Attached are the Minutes from February 4, 2025, regular City Council Meeting as prepared by the City Clerk.

REGULAR COUNCIL MEETING

February 4, 2025

CITY HALL

121 S. MERIDIAN

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

Members Absent: Ben Anderson

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

Press present: Ark Valley News

APPROVAL OF AGENDA -

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

ADMINISTRATION AGENDA –**JANUARY 21, 2025, CITY COUNCIL MINUTES-**

Bass moved to approve the minutes of the January 21, 2025, City Council meeting as presented, seconded by Evans. Vote Aye: Unanimous. Motion Carried.

PRESENTATIONS/PROCLAMATIONS – None**PUBLIC FORUM – None****APPOINTMENTS – None****OLD BUSINESS –****A. ORDINANCE 1417-25; SOLAR ENERGY CONVERSION SYSTEMS**

Community Development Director Fiedler presented for final approval Ordinance 1417-25 regarding Solar Energy Conversion Systems. He stated that included in final ordinance was requested change in Section D 3 for a disposition panels. Bass clarified who is responsibility for costs of abandonment. Fielder referred to Section D #10.

Wilson moved to approve Ordinance 1417-25 regarding Solar Energy Conversion System for 2nd reading, seconded by Colbert. Vote Aye: Colbert, Wilson, Gregory, Evans and Stamm. Opposed: Bass and Kerstetter. Motion carried.

B. ORDINANCE 1418-25; AMEND NUISANCE REGULATIONS

Community Development Director Fiedler presented for final approval Ordinance 1418-25 which amends the nuisance regulations in City Code. Kerstetter inquired whether City Staff would continue to take care of areas around culverts and the storm waterways. Eggleston confirmed they would. Dave Matson, 144 Northwind addressed Council regarding existing ditches that are unsafe to mow because of slopes. He stated his mother has property at 8809 N Seneca which would be impacted. Council discussed the issue and wondered about exception being made for safety issues. Or changing the grade of the slope. Eggleston stated that changing the slopes would require a study from engineers as anything done can

impact drainage up or down the ditch. Eggleston acknowledged that some ditches are too steep for even City staff to mow.

Kerstetter moved to table a decision on final approval of Ordinance 1418-25 to allow staff to explore possible exception language. Motion seconded by Stamm. Vote Yea: unanimous Motion carried.

NEW BUSINESS-

A. ORDINANCE 1419-25; RE-ZONE 328 N BIRCH

Community Development Director Fiedler presented Ordinance 1419-25. This would re-zone property located at 328 N Birch from R-1B to R-3. Fiedler stated the Planning and Zoning Board recommended approval of this zoning change at their meeting on January 28, 2025, with a 4-2 vote. He acknowledge there was opposition to the re-zoning but the comp plan will show the need for more housing.

Residents in the neighborhood addressed Council with concerns about the re-zone. Concerns raised included parking along the street, proposed fencing in backyard, sight lines into neighboring yards, safety concerns for children and property values.

Jordon Noone, 1468 E. Fall Brook St, is the property owner requesting the re-zoning. He stated that they are guidelines and city codes for any improvements and development. He stated that off street parking and garages will be included. He will work with City Staff to ensure that plans comply with codes.

Council further discussed the property, noting that the current house is not habitable and would be torn down. Kerstetter stated his opposition to re-zone to R-3. Other Council members questioned whether the lot is large enough for a 4 plex project. Truman stated that Council decision tonight is not to approve the construction of any structure only the re-zoning of the individual property.

Gregory moved to approve for 1st reading Ordinance 1419-25 to re-zone 328 N Birch from R-1B to R-3. Motion seconded by Wilson. Vote Yea: None Opposed: Unanimous Motion failed.

B. APPROVAL OF AGREEMENT WITH VALLEY CENTER RECREATION COMMISSION

City Administrator Clark presented agreement with the Valley Center Recreation Commission for the new Recreation Center. He announced that February 22nd from 9-11am will be an open house with ribbon cutting. Kerstetter stated that he's excited about the opening and glad to see the Rec Commission helping with the financing of the project. Stamm questioned who will be responsible for maintenance. Clark stated that staff from the city, recreation commission and school are getting training, but ultimately it will be the Recreation Commission's responsibility.

Kerstetter moved to approve Lease Agreement with Valley Center Recreation Commission and City of Valley Center. Evans seconded the motion. Vote Aye: Unanimous. Motion carried.

C. WASTE CONNECTIONS AGREEMENT – 2025 RATES

Hershel West with Waste Connections stood for any questions pertaining to the annual two (2%) increase per contract. West thanked the Council for their continued support and let him know if there are any issues. This is the last year of the contract with Waste Connections. City Administrator Clark did mention that the increase will also include the City admin fee of additional \$1.00. Councilmembers Bass and Wilson expressed their appreciation for the drivers and asked for Mr. West to pass that on. No action was needed.

D. RESOLUTION 774-25; HARVEST PLACE DRAINAGE AUTHORITY

Jake Vasa, SEH presented information and Resolutions to authorize improvements to Harvest Place. The improvements will include Drainage, Paving, Sewer and Water. Phase II of Harvest Place will include 47 single family, 97 duplex units and 3 commercial properties. Vasa stated that drainage and the retention ponds are under a 100-year flood plan. Funding received from Sedgwick County is for drainage only and not the other improvements.

Kerstetter moved to approve Resolution 774-25 which authorizes drainage improvements to Harvest Place. Stamm seconded the motion. Vote Aye: Unanimous. Motion carried.

E. RESOLUTION 775-25; HARVEST PLACE PAVING AUTHORITY

Stamm moved to approve Resolution 775-25 which authorizes paving improvements to Harvest Place. Evans seconded the motion. Vote Aye: Unanimous. Motion carried.

F. RESOLUTION 776-25; HARVEST PLACE SEWER AUTHORITY

Bass moved to approve Resolution 776-25 which authorizes sewer improvements to Harvest Place. Wilson seconded the motion. Vote Aye: Unanimous. Motion carried.

G. RESOLUTION 777-25; HARVEST PLACE WATER AUTHORITY

Kerstetter moved to approve Resolution 777-25 which authorizes water improvements to Harvest Place. Stamm seconded the motion. Vote Aye: Unanimous. Motion carried.

H. APPROVAL OF DESIGN AGREEMENT WITH SEH FOR HARVEST PLACE

Jake Vasa presented for approval agreement with SEH for Development Design to include grading, paving, water main, sanitary sewer main and drainage for Harvest Place Phase II. The total fee is estimated to be \$483,200.00.

Wilson made a motion to approve Professional Agreement with SEH for the Harvest Place Phase II Design and authorize Mayor or City Administrator to sign. Motion seconded by Colbert. Vote Aye: Unanimous. Motion carried.

I. RESOLUTION 778-25; APPROVAL OF INTRAFI CONTRACT WITH PEOPLES BANK

Finance Director Miller reported that People's Bank has been wonderful working with in getting accounts set up. They have offered a one-year commitment of 4.4% fixed rate on IntraFi account. If rates happen to go up within that year, they will increase as well but will not be lowered if other rates fall. Kerstetter moved to adopt Resolution 778-25, expanding the investment option for the City of Valley Center with a People's Bank IntraFi account. Motion seconded by Gregory. Vote Aye: Unanimous. Motion carried. Kerstetter moved to approve Clint Miller, Mayor James Truman and Brent Clark as authorized signers on People's Bank account. Motion seconded by Evans. Miller requested that Ben Anderson, Council President also be added as authorized signer. Kerstetter amended his motion to add Ben Anderson, Evans seconded the amended motion. Vote Aye: Unanimous. Motion Carried.

J. APPROVAL OF ORGANIZATION CHART CHANGES

City Administrator Clark requested approval of re-organizational flow chart by combining Finance Director Position with the City Treasurer Position. This includes the addition of an Accounting Clerk II FTE.

Evans moved to approve proposed updated organizational flow chart by adding an additional Accounting Clerk II position and combining the title of City Treasurer into the Finance Director position. Motion seconded by Stamm. Vote Yea: Unanimous. Motion carried.

CONSENT AGENDAA. APPROPRIATION ORDINANCE – FEBRUARY 4, 2025

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

STAFF REPORTSCOMMUNITY DEVELOPMENT DIRECTOR FIEDLER

Thanked all the volunteers for working at the home show this past weekend. 150 information bags were given out and 130 people signed up for the gift basket drawing.

PARKS AND PUBLIC BUILDING DIRECTOR OWINGS

Reported that his staff is down a couple of positions. They are currently conducting interviews.

PUBLIC WORKS DIRECTOR EGGLESTON

Eggleston thanked everyone for their patience in January as they have been working the streets due to the snowstorm. He stated that all equipment has been repaired and the brine applicator has been installed and staff has been out training with it. He is also working on an updated snow and ice policy and snow routes. All departments in public works met with School District staff to discuss snow removal around school buildings and parking lots.

Eggleston reported that he recently attended a day at the State Capital. He was able to attend a house hearing with the State Water Committee. The Legislature is currently discussing changes to certification for water and wastewater operators.

A status meeting was held for Meridian. Pending weather delays, Meridian will close at 69th Street for roundabout construction on February 24th.

CITY CLERK/HR DIRECTOR CARRITHERS

With staff openings, interviews are being conducted for Parks and Public Building position, Account Clerk II and Police Officer. Working with department heads to make offers and get fully staffed again.

GOVERNING BODY REPORTS-

MAYOR TRUMAN

Inquired whether the City has an ordinance that deals with residential rental conditions. Clark stated that staff can site property owners for nuisance violations outside, but conditions inside a rental is a civil matter between the landlords and tenant.

COUNCILMEMBER WILSON

Asked if staff could research and report on comparison to other local cities what the percentage of single family vs. multi-family home is.

COUNCILMEMBER GREGORY AND EVANS

Reported that they had a great time at the home show and encouraged everyone to volunteer at the booth to promote Valley Center.

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

ADJOURN -

The meeting adjourned at 8:42 PM.

Kristi Carrithers, City Clerk/HR Director

ADMINISTRATION AGENDA
RECOMMENDED ACTION

A. MINUTES:

RECOMMENDED ACTION:

Staff recommends motion to approve the minutes of February 4, 2025, Regular Council Meeting as presented/ amended.

PRESENTATIONS / PROCLAMATIONS

A. North Meridian Tree Replacement Project Update

B. Public Safety Department Promotions

- Sergeant – Greg Fox
- Corporal - Rasheed Berry
- Corporal – Liliana Garcia
- Corporal – Scott Hamlin
- Corporal – Ceara Hay

PUBLIC FORUM

APPOINTMENTS



North Meridian Tree Replacement Project Update

North Meridian Tree Replacement Project Update

To: Mr. Mayor and Members of Council

From: Roger Stewart/Public Properties & Outdoor Spaces Board

Date: February 18th, 2025

Dear Mr. Mayor and Council Members,

I am pleased to provide you with an update on the North Meridian Avenue Tree Replacement Project. Please find below the key details of our progress:

- **Project Timeline:**
Attached/Included are the detailed milestones and deadlines for each phase of the project.
- **List of Trees Removed:**
Please see the attached document for the complete list of trees that have been removed.
- **Trees Selected for Replacement by Size Category:**
The attached summary outlines the trees chosen for replacement, categorized by size at maturity.
- **Schedule of Tree Plantings:**
As of January 2025, we have successfully planted 50 out of the 79 designated trees. The remaining trees are scheduled to be planted in early Spring (March or early April), contingent upon the nurseries' readiness to begin digging and provide the trees.

Thank you for your continued support. Please let me know if you have any questions or require additional information.

Sincerely,

Roger Stewart

Public Properties & Outdoor Spaces Board



North Meridian Tree Project Timeline

July 2023

Discussion on tree removals for construction.

October 2023

Continued tree removal discussions.

November 2023

Presented at Community Open House a tree replacement plan based on the concept of planting the "Right Tree in the Right Place" to promote the best chance for long term success of tree canopy for the Meridian Corridor and the community as a whole.

January 2024

Trees removed along construction area.

Based on utility & construction maps, developed a list of replacement trees featuring spring and fall color, species diversity and street canopy development that was sent to local nurseries for availability and pricing.

February 2024

The list of trees (small, medium, & large at maturity) to be offered to property owners was developed.

March -May 2024

Determined possible number & tree size for each property either in the Right-of-Way or on the property owners front yard.

June-July 2024

Developed tree brochures to assist property owners in choosing their tree(s).

August-September 2024

Met with property owners to select their tree(s) and determine the proper planting location.

October 2024

Requested proposals tree nurseries and waited for trees to become dormant to be dug and transported.

Late November-December 2024

Began planting trees as species became available to plant.

January 2025

Completed Phase 1 of tree planting (50 trees have been planted).

March/April 2025

Phase 2: The remaining 29 trees will be planted in early Spring (March/April) when they become available from the nurseries.



North Meridian Tree Removal by Species

12.20.24

Number	SPECIES	DEAD	50% of canopy is dead	mature but stressed	healthy but planted too close to curb/sidewalk
16	Siberian Elm	6	10		
7	Silver Maple		7		
3	Mulberry		2	1	
3	Redbud	1	2		
3	Juniper	2	1		
2	Green Ash				2
2	Pin Oak	1			1
2	Hackberry				2
2	Hybrid Maple				2
2	Red Maple			2	
2	Sycamore				2
2	Crabapple				2
1	Sweet Gum			1	
1	Linden				1
1	Walnut			1	
1	Live Oak	1			
1	Osage Orange			1	
1	Golden Raintree				1
1	shrubs			1	
53		11	22	7	13

Small Trees (up to 20' tall)

Flowering Crabtree *Malus spp.*



'Prairie fire'



'Spring snow'



'Velvet Pillar' (purple foliage)



'Red Barron'

Oklahoma Redbud *Cercis canadensis var. texensis* 'Oklahoma'



Merlot Redbud Tree*

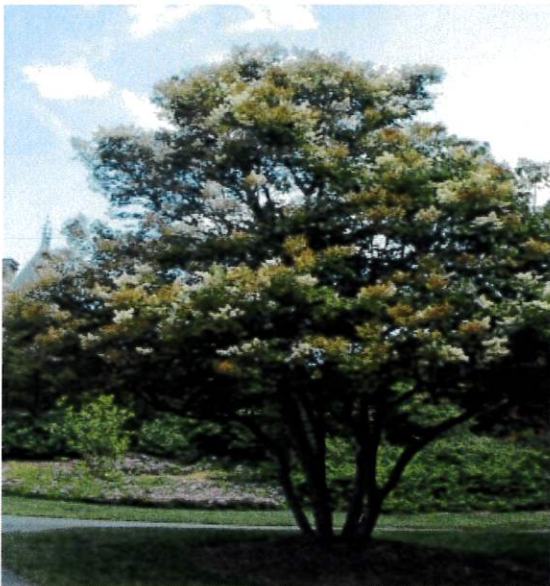
Cercis canadensis 'Merlot' PP22297



[Merlot Redbud - J. Frank Schmidt & Son Co.](#)

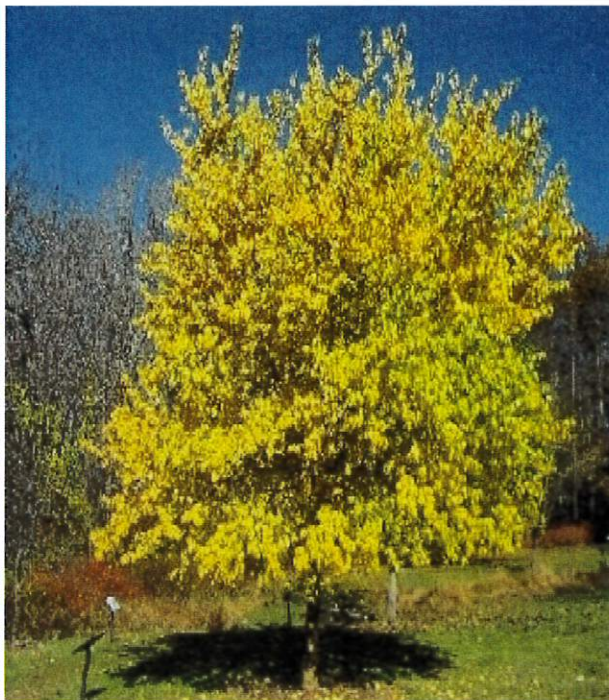
More heat resistant leaves than those of Forest Pansy suggest better performance in warm climates.
Selected from the second generation of a cross of 'Texas White' x 'Forest Pansy' by Dennis Werner of NCSU.

Japanese Tree Lilac *Syringa reticulata*

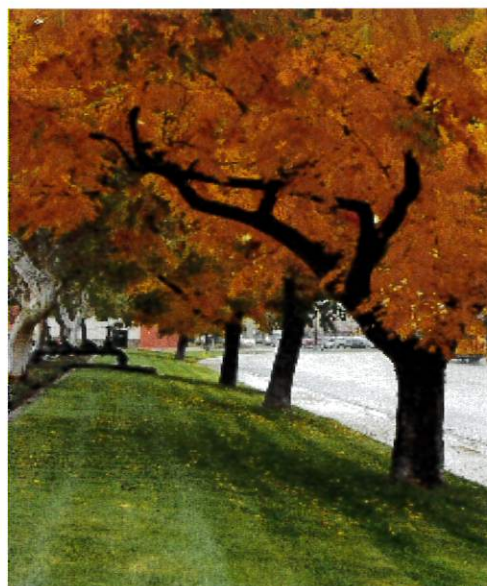


Medium Trees (25' to 40')

Osage Orange 'White Shield' *Maclura pomifera* 'White Shield'



Golden raintree *Koelreuteria paniculata*



Chinkapin Oak *Quercus muehlenbergii*



Chinese Pistache *Pistacia chinensis*



Large Trees (40' up to 60'+)

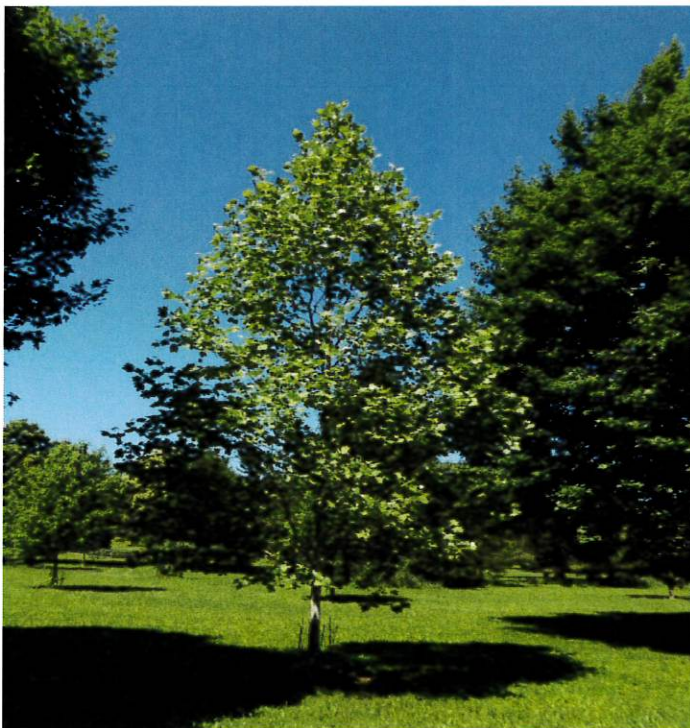
Caddo Maple



Autumn Blaze Maple



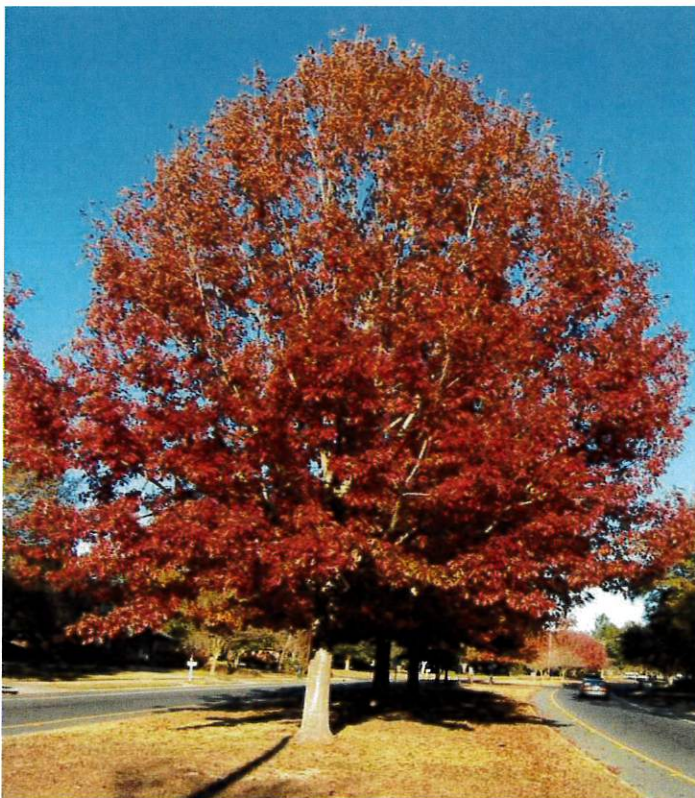
London Planetree 'Exclamation'



American Elm 'Princeton'



Shumard Oak





Tree Planting Projects 2024 - 2025

1.17.24

N. Meridian Ave.	Selection	Planted(Nov/Dec)	Plant (Jan)	Spring Plantings
Japanese Tree Lilac	1			1
Okla. Redbud	9			9
Merlot' Redbud	9			9
Crabapple 'Prairiefire'	4	4		
Crabapple 'Red Barron'	4		4	
Crabapple 'Spring Snow'	7	7		
Crabapple Velvet Pillar'	5	5		
Osage Orange 'White Shield'	1		1	
Chinkapin Oak	3			3
Chinese Pistache	7	1	6	
Golden Raintree	1			1
Caddo Maple	6			6
Autumn Blaze Maple	7	7		
London Planetree				
'Exclamation'	1	1		
Shumard Oak	6	6		
Amer. Elm 'Princeton'	8	8		
totals	79	39	11	29

OLD BUSINESS

A. ORDINANCE 1418-25; AMEND NUISANCE REGULATIONS:

Community Development Director Fiedler and Public Works Director will present Ordinance 1418-25 with requested change for 2nd reading. “The City Administrator and Public Works Director have the authority to grant exceptions for agricultural use land for special circumstances on a case-by-case basis.” This Ordinance will amend the nuisance regulations in City Code.

➤ Ordinance 1418-25

ORDINANCE NO. 1418-25

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

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

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

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

PASSED AND APPROVED by the Governing Body of the City of Valley Center, Kansas, this 18th day of February 2025.

First Reading: January 21, 2025

Second Reading: February 18, 2025

James E. Truman, Mayor

ATTEST:

Kristi Carrithers, City Clerk

{SEAL}

OLD BUSINESS

RECOMMENDED ACTION

A. ORDINANCE 1418-25; AMEND NUISANCE REGULATIONS:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommend approval of Ordinance 1418-25 to amend City's nuisance regulation for 2nd reading.

NEW BUSINESS

A. APPROVAL OF REAL ESTATE CONTRACT WITH USD NO. 262:

City Administrator Clark will present contract between the City of Valley Center and Unified School District No. 262. Assistant Superintendent Jamie Lewis will attend to answer any questions. This property is legally described as Lot 1 Block F in the Trails End Addition of Valley Center commonly known as 1500 East Tanner Trail will be sold to USD 262, in the amount of \$1.00.

- Real Estate Contract
- Development Rendering
- Elementary School Site Plan

CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

In consideration of the mutual agreements herein, it is mutually agreed that the City of Valley Center, whose address is 121 S. Meridian Ave, Valley Center, Kansas 67147 (hereinafter "Seller"), will sell to Unified School District No. 262, County of Sedgwick, state of Kansas (Valley Center), whose address is 132 S. Park, Valley Center, Kansas 67147 (hereinafter "Buyer"), and Buyer will purchase from Seller, the following property located at 1500 E. Tanner Trail, Kansas 67147, hereinafter referred to as "Real Estate" or "Property", on the following terms and conditions:

1. LEGAL DESCRIPTION. To the best of the parties knowledge the Property is described as follows below and identified as set for in Exhibit A attached hereto and incorporated by reference herein. The Property will also be legally described in the Title Commitment as agreed to by Seller and Buyer.

Lot 1 Block F Trails End Addition

Commonly known as 1500 East Tanner Trail

2. PURCHASE PRICE. Buyer shall purchase and pay to Seller as consideration for the above-described real property the amount of One Dollar (\$1.00), to be paid by Buyer at Closing.
3. GENERAL WARRANTY DEED. At closing, Seller shall execute a General Warranty Deed to the subject property in which Seller as owner of the Property shall be the grantor, and Buyer the grantee, and said deed shall be delivered to Buyer for filing with the Sedgwick County Register of Deeds.
4. EARNEST MONEY. Earnest money is not required.
5. CLOSING, CLOSING COSTS AND POSSESSION. The parties agree that time is of the essence and closing ("Closing") shall occur and be effective thirty (30) days from the end of the inspection period, or at such earlier date as Buyer and Seller consent to in writing. Buyer will pay all of the closing costs including, but not limited to, transfer, recording, escrow, title insurance and property survey. Each party will be responsible for its own attorney fees. Buyer will pay all fees and costs of its inspecting architects, engineers and other consultants to perform the inspections contemplated by paragraph 7 herein. Possession to be given to Buyer at closing. Seller to provide Buyer within five (5) days of an executed contract any written farm or other leases or the details of any oral farm leases currently in place with said property. Seller represents the improvements will not be removed from the Property prior to Closing. Improvements on the Property are being sold to Buyer, it being understood by the parties that Seller may not remove or modify improvements prior to Closing. The terms of any farm tenancy or lease agreement must be acceptable to Buyer in its sole judgment.

Buyer's Initials

____ Date ____
 ____ Date ____

Seller's Initials

____ Date ____
 ____ Date ____

6. SURVEY: In the event Buyer wishes to have a survey of the property, Buyer shall make independent arrangements to obtain the survey and shall be solely responsible for all costs incurred which shall be divided as set forth in paragraph 5 herein. The Survey shall include a legal description of the Real Estate which, upon approval by Buyer, shall be deemed incorporated into this Contract.

7. INSPECTION. Buyer shall have the right upon the full execution of this contract to conduct any inspections Buyer deems necessary to determine the subject property is suitable for Buyer's intended use. For purposes of this Contract, "full execution" shall mean execution by the authorized representative of the City of Valley Center and the Superintendent or President of the Board of Valley Center USD No. 262. Any inspection Buyer desires to perform under this paragraph shall be initiated, if at all, within one hundred twenty (120) days of full execution of this contract. In the event the Property, in Buyer's sole opinion, cannot be used for Buyer's intended use, then Buyer may declare this contract null and void by written notice to Seller within one hundred thirty-five (135) days of contract execution and Buyer's earnest money, if any, shall be returned in full.

8. SELLER APPROVAL. Intentionally omitted

9. EXISTING MORTGAGE. The Seller shall punctually pay and comply with the terms of any existing mortgage, related note, or escrow Contract (Contract for Deed) hereinafter referred to as Instrument.

10. TERMITE INSPECTION. Intentionally omitted.

11. PROPERTY. The real estate described herein, and as may be illustrated and depicted on the attached "Exhibit A", together with all improvements attached thereto, shall include, all and singular the rights and appurtenances pertaining to the property including any right, title, and interest of Seller in and adjacent to streets, alleys, or rights of way; and if any, signs, gas heaters, attic fan and/or ceiling fans, central air-conditioning, all window air-conditioning unit(s), lighting, heating and plumbing equipment and fixtures, bathroom mirrors and attached mirrors, window shades, shutters, storm windows and doors, screens, all window and door coverings now in place, awnings, television antenna and antenna equipment, keys, water softener (if owned), attached outside structures or units, gas lights, garage door equipment including remote transmitters, attached and unattached wall-to-wall carpeting, built-in kitchen appliances, attached shelves, fire, smoke and burglary detection systems (if owned), mail boxes, installed water well pumps, propane/butane tanks(s) (if owned by Seller), storage buildings, all flowers, trees and shrubs, and anything else buried, nailed, bolted, screwed, glued or otherwise permanently affixed to the premises, or any improvements thereon.

12. TAXES. All taxes shall be adjusted and prorated through the date of closing. Taxes shall be prorated for the calendar year on the basis of taxes levied. If taxes have not been levied, then they will be prorated based upon taxes for the previous year, adjusted for the most recent mill levy, if known.

Buyer's Initials
 _____ Date _____
 _____ Date _____

Seller's Initials
 _____ Date _____
 _____ Date _____

13. RISK OF LOSS AND INSURANCE. Risk of loss with respect to the property shall pass to Buyer at closing. The Buyer shall be responsible for insurance policies necessary for the protection of the property after closing.

14. TITLE COMMITMENT AND TITLE INSURANCE,

- A. Within Fifteen (15) days after the date hereof, Seller shall provide to Buyer an ALTA Commitment for Title Insurance (the "Commitment") issued by Security 1st Title (the "Title Company") to insure title to the Property in the amount of the Purchase Price, showing merchantable title vested in Seller subject only to easements, restrictions of record and those standard exceptions normally found in such commitments satisfactory to Buyer in its sole judgment. Buyer may waive defects in title provided such waiver is made in writing and signed by Buyer.
- B. At closing, the parties shall instruct the Title Company to issue to Buyer an ALTA Owner's Policy of Title Insurance in an amount equal to the Purchase Price containing only the title exceptions not theretofore objected to or waived by Buyer. The title insurance policy shall contain endorsements excluding the standard exceptions pertaining to (1) rights or claims of parties in possession not shown by the public records (except those in possession of the Property under valid and subsisting lease agreements); (2) encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey or inspection of the Property and (3) any lien, or right to a lien, for services, labor or material hereto or hereafter furnished, imposed by law and not shown by the public records.
- C. In the event Seller, after due diligence to resolve any title defects, is unable to furnish marketable title to the Property or is unable to procure a title insurance commitment or policy meeting the requirements of this Section, and in the event Buyer does not waive any such title defect, then this Contract shall be null and void, and Buyer's Earnest Money together with any interest thereon shall be returned to Buyer, and thereupon any and all rights of the parties hereunder shall end, with no further liability of one party to the other.

15. ENVIRONMENTAL STATUS AND AUDIT.

- A. Seller covenants, warrants and represents that, to the best of Seller's knowledge, the Real Estate is not contaminated by hazardous substance, toxic waste, asbestos, polychlorinated biphenyls (PCBs), petroleum products, or environmental pollutants, and contains no underground storage tanks, abandoned water, oil, gas or disposal wells in violation of any federal, state, or local environmental statutes or ordinances, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Resource Conservation and Recovery Act, Subtitle I, as amended (hereinafter referred to as "Environmental Matters"), and that there are no existing, pending, or anticipated violations, citations, claims, or complaints pertaining to Environmental Matters.

Buyer's Initials
 _____ Date _____
 _____ Date _____

Seller's Initials
 _____ Date _____
 _____ Date _____

- B. Seller has provided Buyer with complete and correct copies of: (i) all studies, reports, surveys and other materials in Seller's possession or of which Seller has knowledge relating to the presence or alleged presence of Hazardous Substances at, on or affecting the real estate; (ii) all notices or other materials in Seller's possession or of which Seller has knowledge, that were received from any governmental authority having the authority to administer or enforce any Environmental Laws relating to current or past ownership, use or operation of the real estate; and (iii) all materials in Seller's possession or of which Seller has knowledge relating to any claim, allegation, or action by any private third party under any Environmental Law.
- C. "Environmental Law" shall mean any Legal Requirement (hereinafter defined) relating to pollution or protection of public health, safety or welfare or the environment, including those relating to emissions, discharges, releases or threatened releases of Hazardous Substances into the environment (including ambient air, surface water, ground water or land) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances. "Hazardous Substances" shall mean any pollutant, contaminant, chemical, industrial, toxic, hazardous or noxious substance or waste which is regulated by any governmental authority, including (i) any petroleum or petroleum compounds (refined or crude), flammable substances, explosives, radioactive materials or any other materials or pollutants which pose as hazards or potential hazards to the real estate or leased premises or to persons in or about the real estate or the leased premises or cause the Real Estate or Leased Premises to be in violation of any laws, regulations or ordinances of Federal, State or applicable local governments; (ii) asbestos or any asbestos-containing material of any kind or character; (iii) polychlorinated biphenyls ("PCB's"), as regulated by the Toxic Substances Control Act, 15 U.S.C. § 2601, et. seq.; (iv) any materials or substances designated as "hazardous substances" pursuant to the Clean Water Act, 33 U.S.C. § 1251, et seq., (v) "economic poison", as defined in the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 135, et. seq., "chemical substance", "new chemical substance" or "hazardous substance or mixture" pursuant to the Toxic Substances Control Act, 15 U.S.C. § 2601, et. seq.; (vii) "hazardous substances" pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, et seq.; and (viii) "hazardous waste" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. "Legal Requirement" shall mean any statute, ordinance, code, law, rule, regulation, order or other requirement, standard or procedure enacted, adopted or applied by any governmental authority, including judicial decisions applying common law or interpreting any other Legal Requirement.
- D. To the best information, knowledge or belief of Seller, Seller has obtained all permits, licenses and other authorizations which are required in connection with the Real Estate under regulations relating to pollution or protection of the environment,

Buyer's Initials

____ Date _____
 _____ Date _____

Seller's Initials

____ Date _____
 _____ Date _____

including regulations relating to emissions, discharges, releases, or threatened releases of Hazardous Substances into the environment (including, without limitation, ambient air, surface water, groundwater, or land) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Substances.

- E. Seller hereby agrees and covenants to indemnify, protect and hold harmless Buyer from and against any and all claims, demands, liabilities and costs, including reasonable attorney's fees, arising from (i) any breach or failure of any warranty or representation contained in this Contract, or (ii) any actual or alleged violation of any Environmental Laws or any other law, statute, ordinance, rule or regulation, whether federal, state or local, including but not limited to, any environmental protection or toxic waste or hazardous substance handling, treatment, storage, or disposal laws, or concerning any hazardous materials or other products or materials previously or currently located upon, delivered to, or in transit to or from the Real Estate, relating to Seller's use of the Real Estate and operations on or before the date of closing.
- F. To the best information, knowledge or belief of Seller, there are no other conditions on the property in violation of Environmental Laws or any other law, statute, ordinance, rule, regulation, order or other agreement, whether federal, state or local.
- G. Buyer may, at Buyer's sole cost, initiate and conclude a Phase I Environmental Audit concerning compliance with the Environmental Laws within one hundred twenty (120) days of the date of this Contract. The findings of the Audit must be acceptable to Buyer in its sole judgment. In the event the property is not acceptable to Buyer, then Buyer may declare this Contract null and void by written notice to Seller and Buyer's earnest money, if any, will be returned in full.
- H. All zoning, environmental, title, utility, use, mitigation and access matters must be acceptable to the Buyer. Seller agrees to assist Buyer and sign all necessary agency documents to obtain zoning, platting, re-platting, CUP amendments and revisions, and any other required requirements for the Real Estate that is satisfactory to the Buyer.
- I. Buyer is granted the right to conduct an investigation and/or feasibility study of the Property and the physical condition thereof including but not limited to easements & restrictions, environmental studies, soil tests, utilities availability & location, special assessments, in lieu of fees, ingress & egress, zoning and acceleration/deceleration lanes, including:
 - 1) Inspection of zoning, subdividing, or other use restrictions affecting the Property.
 - 2) Availability of utilities, including electricity, gas, water, and waste water treatment.

Buyer's Initials
 _____ Date _____
 _____ Date _____

Seller's Initials
 _____ Date _____
 _____ Date _____

- 3) Inspection of soil and sub-soil condition.
- 4) Buyer shall have the right to perform Phase I Environmental Site Assessment in accordance with ASTM standards. Buyer or Buyer's agents shall have the right of access to the Property prior to closing for the purpose of conducting such investigation and/or study and shall have the right to conduct tests and obtain core samples. Seller agrees to cooperate with Buyer in connection with the investigation and/or study, agrees to furnish Buyer with copies of any and all documents relating to the Property and/or study, and agrees to execute any necessary governmental authority or consent with respect to the above-described matters.
- 5) Environmental Phase II. If a Phase II environmental study is required at the advice of Buyer's consultant or attorney, the feasibility study period shall be extended sixty (60) days or until a satisfactory ruling by state governmental authority is reviewed by the Buyer. The associated costs with any required cleanup must then be determined.

16. SELLER'S REPRESENTATIONS. Seller covenants, warrants and represents that to the best of Seller's knowledge:

- A. There are no significant adverse facts or conditions relating to the Real Estate or its present or intended use which have not been disclosed in writing to Buyer.
- B. Seller has no knowledge of any fact or condition which would result in the impairment or termination of access to the real estate;
- C. Seller shall pay, and satisfy at closing, the existing mortgage and any indebtedness encumbering the Real Estate. Following execution of this Contract, Seller shall neither encumber the Real Estate nor permit any liens to be filed against the Real Estate and shall cause to be discharged, immediately after filing, any liens, claims, judgments, delinquent taxes, outstanding in-lieu-of-taxes or encumbrances of any nature and/or kind excluding any lien arising from Buyer's act or inaction.
- D. There are no leases, tenancies or other rental arrangements affecting all or any portion of the Real Estate except for the Lease disclosed by Seller in writing, as provided for in paragraph 5 herein.
- E. The Real Estate is not in any flood plain or area determined to be flood prone. No part of the Real Estate is filled ground.
- F. There is no pending or threatened condemnation or similar proceeding affecting all or any portion of the Real Estate. Seller has no knowledge that any such proceeding is contemplated. Seller is unaware of any change contemplated in any applicable laws, ordinances, regulations, or restrictions or any judicial or administrative action or any action by adjacent landowners or natural or artificial conditions upon the

Buyer's Initials

 Date _____

 Date _____

Seller's Initials

 Date _____

 Date _____

Real Estate which would prevent, limit, impede or render more costly Buyer's contemplated use of the Real Estate.

- G.** Seller covenants and agrees with Buyer that Seller is the owner in fee simple of the Property, subject to the Permitted Exceptions as hereinafter defined.

Seller makes these covenants, warranties, and representations as of the date of this Contract and as of the closing date unless otherwise indicated above. If any of these covenants, warranties, or representations are inaccurate, Buyer may declare this Contract to be null and void and its Earnest Money plus any accrued interest shall be returned.

17. BOARD APPROVAL. This Contract is expressly subject to and contingent upon the approval and ratification of the Board of Education of U.S.D. No. 262, the Valley Center City Council, and execution by the authorized representative of the Board of Education of U.S.D. No. 262 and the Valley Center City Council.

18. PETITIONS FOR SPECIAL ASSESSMENTS. The Real Estate is not now subject to special assessments but may become subject to special assessments in the future due to petitions which may be submitted for the installation of streets, sanitary sewers, storm sewers, water service or other improvements (the "Improvements") benefitting the Property. Seller covenants, warrants and agrees that Buyer will not be responsible for, taxed or pay any assessments, specials or charges for the Improvements on the Property. Seller agrees to be responsible for, install and pay for such Improvements on the Property, without cost to the Buyer, as may be necessary for Buyer's intended use of the Property.

19. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS. All obligations of Buyer under this Contract are subject to the fulfillment prior to or at the closing date of each of the following, each of which are for the benefit of Buyer, any or all of which may be waived by Buyer:

- A. Buyer does not discover any material error, misstatement, or omission in the representations and warranties made by Seller herein;
- B. Buyer has received a commitment for the Title Policy as provided for in paragraph 14 of this Contract which discloses no defects in title or Buyer waives such defects in title as provided for in paragraph 14 above;
- C. The Real Estate has full, free, and adequate access to all public streets contiguous thereto;
- D. Seller have obtained for Buyer a release, termination or assignment of any farm or real estate lease from the landlord and tenant of the lease, which shall be satisfactory to Buyer.

Buyer's Initials

 Date _____

 Date _____

Seller's Initials

 Date _____

 Date _____

- E. Buyer shall have initiated an environmental inspection and an inspection of the roof, structure, HVAC systems, electrical, plumbing and a mechanical inspection upon acceptance of a contract by the Seller.
- F. Buyer shall have the right upon the full execution of the Contract for Purchase and Sale to conduct any inspections Buyer deems necessary to determine the subject property is suitable for Buyer's intended use. In the event the property, in Buyer's sole opinion, cannot be used for Buyer's intended purpose, then Buyer may declare the Agreement null and void by written notice to Seller and if applicable Buyer's earnest money shall be returned in full.
- G. Buyer obtaining a favorable Phase I Environmental Assessment. The findings of the Audit must be acceptable to Buyer in its sole judgment.

20. RENT PRORATIONS. If applicable, rent due pursuant to the terms of any lease but unpaid as of the date of closing shall be prorated between Buyer and Seller based on the number of days Seller owned the property prior to closing and the number of days Buyer owned property subsequent to closing during the current year of the Lease. For all years after 2024, Seller shall be deemed to have assigned to Buyer, Seller's rights and interest in any cash rent, proceeds, insurance and governmental payments pertaining to any lease and shall execute any further documents which shall be required by the insurer or Buyer.

21. INDEMNIFICATION. Seller shall and does hereby agree to indemnify, defend, and hold harmless Buyer, its agents, affiliates, successors, assigns, directors, and employees, of, from, and against any and all claims, losses, liabilities, demands, actions, damages, expenses, and causes of action whatsoever (including, without limitation, reasonable attorney's fees and disbursements and expenses and costs and expenses reasonably incurred in investigating, preparing, or defending against any litigation or claim, action, suit, proceeding, or demand pertaining to the following), against whether Buyer or Seller arising directly or indirectly from, out of, or by reason of, or related directly or indirectly to, any breach by Seller of any of the covenants, warranties, or representations contained in the Contract.

22. AGENCY DISCLOSURE/BROKER'S COMMISSIONS. No broker or similar party has been retained by either party in connection with this transaction. Seller agrees to indemnify Buyer from and against any and all claims, demands, losses, liabilities or expenses from any broker or realtor retained by Seller. Buyer agrees to indemnify Seller from and against any and all claims, demands, losses, liabilities or expenses from any broker or realtor retained by Buyer.

22. BROKER'S COMMISSIONS. Intentionally omitted.

23. CONDEMNATION. Intentionally omitted.

24. NOTICES. Any and all notices, demands, or other communications required or desired to be given hereunder shall be in writing and shall be validly given or made if served either personally or if deposited in the United States mail, certified or registered, postage and fees prepaid, addressed

Buyer's Initials
 _____ Date _____
 _____ Date _____

Seller's Initials
 _____ Date _____
 _____ Date _____

to the parties to whom such notice, demand, or other communication is to be given at the address stated below. If such notice, demand, or other communication be served personally, service shall be conclusively deemed given, made, and received at the time of such personal service. If such notice, demand, or other communication be given by mail, it shall be deemed given, made, and received on the date of actual delivery as shown by the addresses registry or certification receipt. All notices shall be given to the Buyer (or Seller as the case may be), at the following addresses:

Buyer: Valley Center USD No. 262
143 S. Meridian
Valley Center, KS 67147

Seller: City of Valley Center
121 S. Meridian Ave – PO Box 188
Valley Center, KS 67147

25. BUYER'S DEFAULT. If this transaction is not completed because of Buyer's default or if Buyer, without cause, fails to pay the Purchase Price, when and as due, Seller may cancel this Contract and retain Buyer's Earnest Money as liquidated damages or Seller may exercise any remedy allowed by law, including specific performance.

26. SELLER'S DEFAULT. If this transaction is not completed because of Seller's default, then Buyer shall be entitled to return of Buyer's Earnest Money, plus interest, and exercise any remedy allowed by law, including specific performance.

27. DISPOSITION OF EARNEST MONEY. In the event this contract fails to close, the earnest money, if applicable, shall be returned to Buyer.

28. DUPLICATES AND COUNTERPARTS. This instrument may be executed in duplicate or counterparts, each of which shall be deemed to be an original, and each of which together shall constitute one and the same instrument.

29. ENTIRE AGREEMENT. This Contract constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and any and all other agreements, understandings, or representations by either party hereto, whether oral or written, are hereby superseded, terminated, and canceled in their entirety and are of no further force or effect.

30. SEVERABILITY. If any term or provision herein, or the application thereof to any person, entity or circumstances shall to any extent be invalid or unenforceable, in any pertinent jurisdiction, such term or provision shall be modified to the minimum extent necessary to be valid and enforceable, and the remainder hereof shall not be affected.

31. WAIVER OF REMEDIES. No right, power or remedy under this Contract may be waived, except upon written approval of the other party.

Buyer's Initials

Date _____

Date _____

Seller's Initials

Date _____

Date _____

32. ALL AMENDMENTS IN WRITING. This Contract may not be amended, modified, altered or changed in any respect except in writing signed by the parties hereto.

33. SUCCESSORS AND ASSIGNS. This Contract shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors and assigns.

34. CAPTIONS. Captions and section headings used herein are for convenience only and are not a part of this Contract and shall not be used in construing it.

35. CHOICE OF LAW. This Contract shall be deemed to have been entered into in the State of Kansas, and all questions concerning the validity, interpretation or performance of any of its terms or provisions, or of any rights or obligations of the parties hereof, shall be governed by and resolved in accordance with the internal laws of the State of Kansas, including, without limitation, the statute of limitations.

36. CHOICE OF VENUE. All disputes arising under this Contract shall be submitted to the Kansas State Court for the County of Sedgwick which shall have subject matter jurisdiction over the claim or controversy or to the United States District Court for the District of Kansas, sitting in Wichita, Kansas. Buyer and Seller expressly consent to the exercise of personal jurisdiction by the Sedgwick County, Kansas State Court or by the United States District Court for the District of Kansas, sitting in Wichita, Kansas, and expressly consent to service of process by either certified mail or registered mail and waive any objections to venue.

37. DRAFTING OF THE CONTRACT. No consideration shall be given to the fact or presumption that one party had a greater or lesser role in drafting this Contract.

38. ASSIGNMENT. Buyer may assign this Contract and all rights hereunder and shall be relieved of any future liability under this Contract provided the assignee shall assume in writing all the obligations of Buyer hereunder.

IN WITNESS WHEREOF, said parties hereunto subscribe their names.

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

CITY OF VALLEY CENTER

VALLEY CENTER USD No. 262

By _____

By _____
President of the Board

SELLER

BUYER

DATE _____

DATE _____

Buyer's Initials

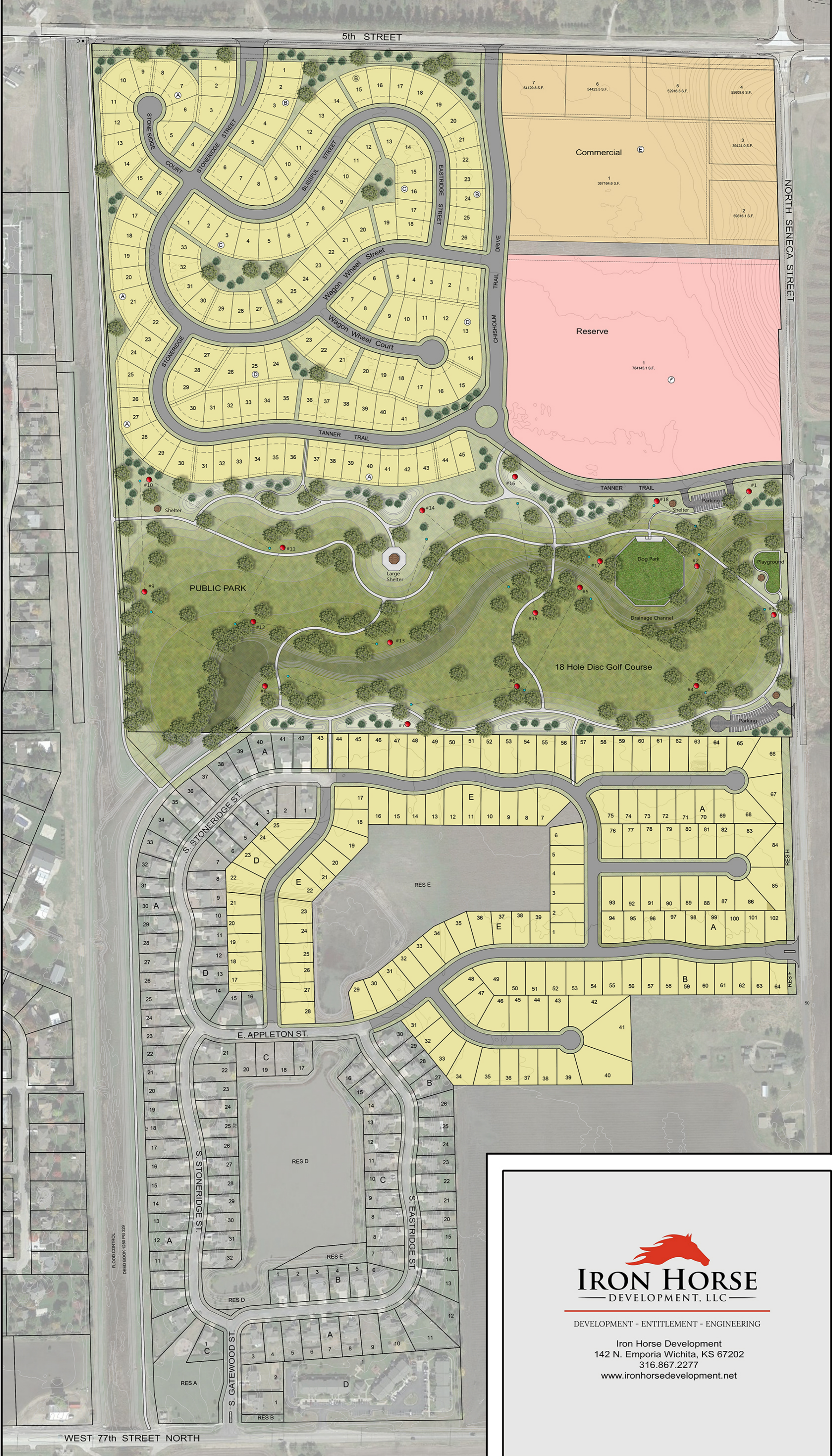
Date _____

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Seller's Initials

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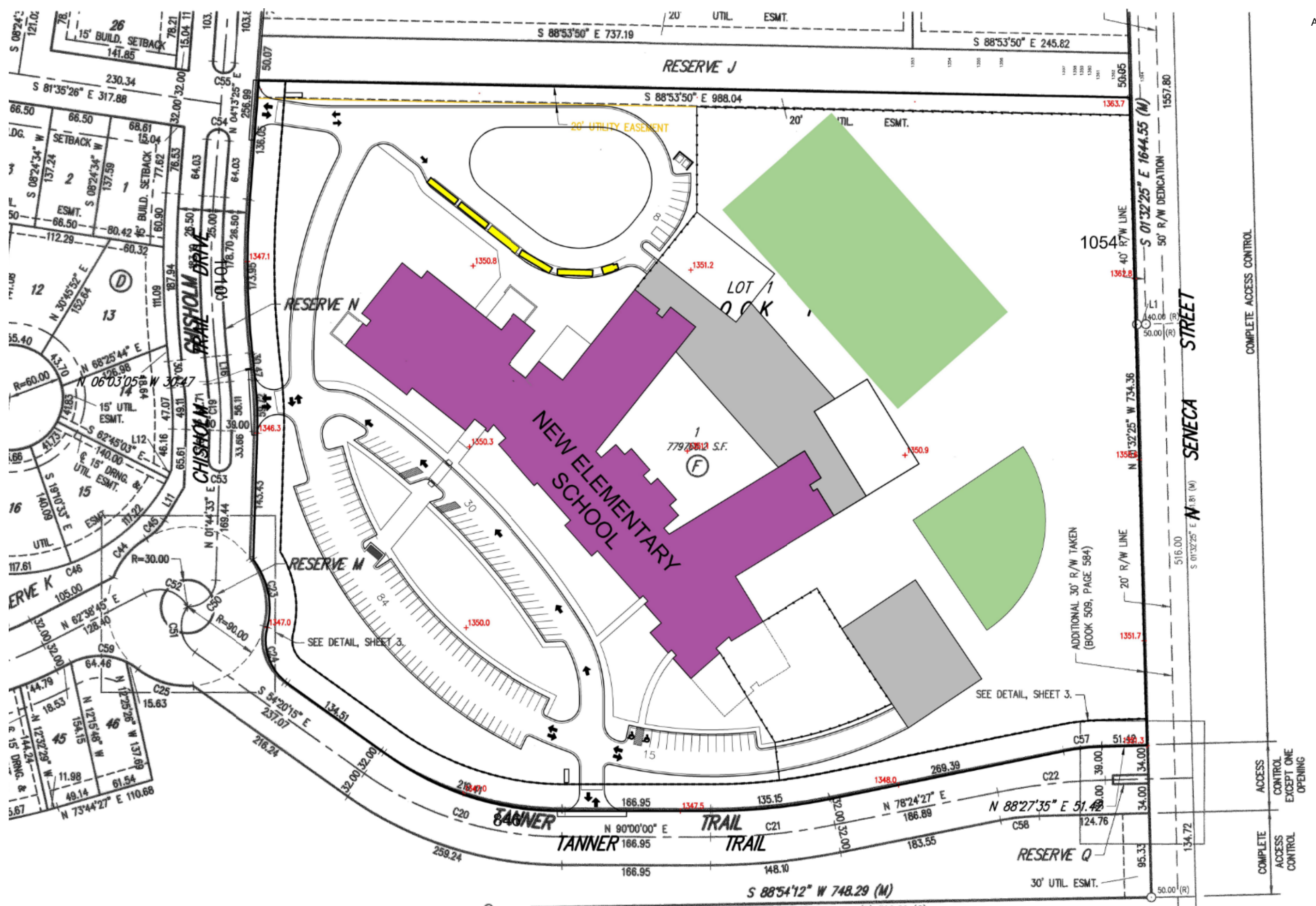


IRON HORSE

— DEVELOPMENT, LLC —

DEVELOPMENT - ENTITLEMENT - ENGINEERING

Iron Horse Development
142 N. Emporia Wichita, KS 67202
316.867.2277
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NEW BUSINESS

RECOMMENDED ACTION

A. APPROVAL OF REAL ESTATE CONTRACT WITH USD NO. 262:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommend motion to approve contract to sell Real Estate located at Lot 1 Block F in the Trails End Addition of Valley Center, Kansas for \$1.00.

NEW BUSINESS

B. PLANNING AND ZONING BOARD MINUTES -JANUARY 28, 2025:

Community Development Director Fiedler will present minutes from the January 28, 2025, Planning and Zoning Board Meeting. Motion to accept and file minutes is needed prior to discussion of proposed Ordinance 1420-25.

- Planning and Zoning Board Minutes – January 28, 2025

**PLANNING AND ZONING BOARD/BOARD OF ZONING APPEALS MEETING
MINUTES
CITY OF VALLEY CENTER, KANSAS**

Tuesday, January 28, 2025 7:00 P.M.

CALL TO ORDER: Chairperson, Gary Janzen, called the meeting to order at 7:00 P.M. with the following board members present: Scot Phillips Amy Bradley, Paul Spranger, Steve Conway, and Rick Shellenbarger .

Members Absent: Dalton Wilson

City Staff Present: Kyle Fiedler, Brittney Ortega and Brent Clark

Audience: Jordan Noone, Ron Colbert, Doug Cunningham, Kitt Noah, Karen Mathews, Dan Garber, Mary Carlson, Tyler Everett, Michael & Tammy Miller, Jessica & David Rutschman, James & Nancy Craven, Greg Lehr, Benjamin Snider, Matt Stamm, Amy Patrick, Patty & Ray Schoenecker, Robert Faires, Betty Whitted, Lee Calvert, Gina & Jim Gregory, Brian McDowell, Kirk Miller, Ken Thiessen, Tom Sandoval, Curtis Calvert and Tyler Sherhod.

AGENDA: A motion was made by Janzen and seconded by Spranger to set the agenda. Motion passed unanimously.

APPROVAL OF DRAFT MINUTES: Janzen made a motion to approve December 19, 2024, meeting minutes. The motion was seconded by Spranger. Motion passed unanimously.

COMMUNICATIONS: None

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

1. Review of V-2024-05, application of Tyler Everett, pursuant to City Code 17.10.08, who is petitioning for a variance to have a 1,500 square-foot accessory structure where zoning code allows for 720 square feet. The property is addressed as 659 N Abilene, Valley Center, KS 67147.

Fiedler gave a summary of his staff report. Notices were sent to the property owners within 200 feet as well as published in the *Ark Valley News*. There has been no communication in favor or opposition to this variance. City Staff are recommending approval of this application.

Janzen opened the hearing for comments from the public: 7:04 PM

There were no comments from the public.

Janzen closed the hearing for comments from the public: 7:05 PM

Based on the City Staff recommendations, public comments, and discussion by the Planning and Zoning Board, Janzen made a motion to approve V-2024-05. Motion was seconded by Shellenbarger. The vote was unanimous. Motion passed.

2. Review of V-2025-01, application of Karen Mathews, pursuant to City Code 17.10.08, who is petitioning for a variance to have approximately a 13-foot front yard setback where code requires 25-feet. The property is addressed as 525 N Ash Ave, Valley Center, KS 67147.

Janzen opened the hearing for comments from the public: 7:06 PM

Fiedler gave a summary of his staff report. Notices were sent to the property owners within 200 feet as well as published in the *Ark Valley News*. Staff received 2 calls and 1 email pertaining to this application. All were neutral and looking for more details on the application. City Staff are recommending approval of this application.

There were no comments from the public.

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

Based on the City Staff recommendations, public comments, and discussion by the Planning and Zoning Board, Janzen made a motion to approve V-2025-01. Motion was seconded by Bradley. The vote was unanimous. Motion passed.

3. Review of RZ-2025-01, application of I2 Investments LLC, pursuant to City Code 17.11, who is petitioning for a rezoning of land that is currently zoned R-1B, which is the City's designation for a single-family district, to R-3, which is the City's designation for a multi-family district. The property is currently addressed at 328 N Birch Ave, Valley Center, KS 67147.

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

Fiedler gave a summary of his staff report. The subject property is in a predominantly R-1B zoned neighborhood, however, there are some two-family multi-family homes nearby. Notices were sent to the property owners within 200 feet as well as published in the *Ark Valley News*. Staff received 3 phone calls all in opposition to this application. Additional traffic, alleyway parking, and privacy were some of the concerns expressed. Staff recommended approval of this application due to the Comprehensive Plan 2025-2035 that is also being considered this evening recognizes that more diverse housing is needed in Valley Center, as well as that there are other two-family and multi-family lots within a block in either direction of the subject property.

Jordan Noone, applicant, addressed the board. He shared his plan to build a fourplex on the property and provided a general site plan and façade. He has not committed to this plan but wanted to give a general idea of what he would like to do.

Kitt Noah addressed the board in opposition. Increase in traffic, the potential for danger due to this increase, and blocked driveways were concerns she expressed.

Tyler Sherhod addressed the board in opposition. He expressed concern over the potential for increased taxes, decreased property value, parking and traffic.

Brian McDowell addressed the board in opposition. His concerns include property value decrease, property tax increase and the potential difficulty selling his property.

Lee Calvert addressed the board in opposition. He is not against having single family homes but is opposed to a multifamily dwelling in this location.

Betty Whitted addressed the board in opposition. She owns multiple properties and is concerned about the alley access and increased traffic this may bring.

Janzen closed the hearing for comments from the public: 7:25 PM

Based on the City Staff recommendations, public comments, and discussion by the Planning and Zoning Board, Janzen made a motion to approve RZ-2025-01. Motion was seconded by Conway. The vote was 4 in favor and 2 opposed. Motion passed.

4. Review of LS-2025-01, application of Kimberly Logan, pursuant to City Code 16.09.01, who is petitioning for a lot split involving the splitting of property the applicant owns and is currently addressed as 520 S Ramsey Dr., Valley Center, KS 67147.

Fiedler gave a summary of his staff report. The applicant would like to split her lot to sell the rear portion. Notices were sent to the surrounding property owners as well as published in the *Ark Valley News*. Staff did receive 1 phone call regarding this application. The resident inquired as to what would happen with the lot once split as they would be in favor of a residential structure but is concerned about commercial. Staff are recommending approval of this lot split.

Janzen opened the hearing for comments from the public: 7:33 PM

The board and Fiedler had a brief discussion regarding the current zoning and regulations.

The agent for the potential buyer of the lot was present and available for questions.

Janzen closed the hearing for comments from the public: 7:40 PM

Based on the City Staff recommendations, public comments, and discussion by the Planning and Zoning Board, Janzen made a motion to approve LS-2025-01. Motion was seconded by Shellenbarger. The vote was unanimous. Motion passed.

5. Review of SD-2025-01, application of KWH Investments, LLC, pursuant to City Code 16.04, who is petitioning for approval of a preliminary plat for land located

southeast of the intersection of Interurban Dr. and W 93rd St N. in Sedgwick County, KS.

Janzen opened the hearing for comments from the public: 7:50 PM\

Fiedler gave a background on this property, City staff had previously met with the agent for the applicant to review the proposed plats, of which two were presented, one large lot sub-division with access easements for interior parcels and one small lot sub-division with paved roads that connected in at least on place to the existing sub-division to the east. The agent shared the applicant did not want to annex and staff shared with the agent that this land was in the County and that they would need to file the plat with Sedgwick County. The applicant purchased the property and proceeded to file the preliminary plat with Sedgwick County where they were told that the jurisdiction fell to Valley Center. Since then, staff learned that it is exempt from Sedgwick County zoning regulations and falls to the City of Valley Center's jurisdiction and zoning regulations. Notices were sent to the surrounding property owners within 200 feet of the property in the City and within 1,000 feet of the property in Sedgwick County as well as published in the *Ark Valley News*. After staff reviewed the preliminary plat, it was determined that it did not conform with our subdivision regulations and recommended denial of the plat.

Dan Garber, agent for the applicant addressed the board. Garber provided a similar background on the history of this preliminary plat. Garber asked that the Board consider approving the preliminary plat, because the applicant is invested in this property after having some miscommunication with staff.

Based on the City Staff recommendations, public comments, and discussion by the Planning and Zoning Board, Janzen made a motion to recess LS-2025-01 and the public hearing until the next meeting on February 25, 2025, at 7:00PM. Motion was seconded by Spranger. The vote was unanimous. Motion to recess passed.

6. Review of SP-2025-01, application of Village VC LLC, pursuant to City Code 17.12, who is petitioning to build a 6,500 sq. ft. addition on their commercial building on property currently addressed as 335 S. Meridian Ave., Valley Center, KS 67147.

Janzen opened the hearing for comments from the public: 8:23 PM

Fiedler gave a summary of his staff report. The applicant is wanting to build an addition to their current facility to be able to expand the production capacity at their location in Valley Center. The City Review Team provided comments on the Site Plan and the applicant made those changes. Notices were sent to the property owners within 200 feet as well as published in the *Ark Valley News*. Staff did not receive any communications on this site plan. Staff are recommending approval of this Site Plan.

Janzen closed the hearing for comments from the public: 8:24 PM

Based on the City Staff recommendations, public comments, and discussion by the Planning and Zoning Board, Janzen made a motion to approve SP-2025-01. Motion was seconded by Phillips. The vote was unanimous. Motion passed.

7. Review of SP-2025-02, application of Alloy Architecture, pursuant to City Code 17.12, who is petitioning to build a 80,172 sq. ft. elementary school on property currently northwest of the intersection of Seneca St and Tanner Trail, Valley Center, KS 67147.

Janzen opened the hearing for comments from the public: 8:26 PM

Fiedler gave a summary of his staff report. The applicant plans to build a new elementary school. The City Review Team provided comments on the Site Plan and the applicant made those changes. Notices were sent to the property owners within 200 feet as well as published in the *Ark Valley News*. Staff received 1 call on this site plan, the general questions were about traffic, location of building, lighting and just gathering additional information. Staff are recommending approval of this Site Plan.

USD 262 Superintendent Greg Lehr and Robert Faires, Principal Architect, Alloy Architecture, applicant(s), spoke about the project and discussed the plan for traffic flow, stacking and bus parking as well as answered questions about capacity.

Ken Thiessen asked for clarification on the flow of traffic in and out of the site as he lives across the street from the planned site.

Jerry Hawkins asked if there would be lighting improvements along Seneca.

Janzen closed the hearing for comments from the public: 8:39 PM

Based on the City Staff recommendations, public comments, and discussion by the Planning and Zoning Board, Bradley made a motion to approve SP-2025-02. Motion was seconded by Phillips. The vote was unanimous. Motion passed.

8. Review of zoning regulation change exempting property from the Downtown Overlay District.

Janzen opened the hearing for comments from the public: 8:44 PM

Fiedler provided a summary of his staff report. The applicant would like to exempt their property from the Downtown Overlay District. Fiedler referenced the 2025-2035 Comprehensive Plan, which provides a goal to expand the Overlay District to maintain the core of the community. Fiedler also referenced one property that is exempted as well as a couple of businesses that are currently non-conforming with the overlay, that are grandfathered in. Staff are recommending denial of this request, based on the Comprehensive Plan goal to expand the overlay district.

Mike Miller, applicant, addressed the current exception and the Comprehensive Plan goal of expansion of the overlay district. He relayed their goal of converting the facility into an indoor storage facility and discussed the traffic flow around the facility.

Janzen asked for clarification on what is allowed in the Down Overlay District. Fiedler reported what is not allowed, as that is a more exhaustive list and provided a short list of types of businesses that are permitted.

David Foster, Foster Design Associates, addressed the board and suggested they consider the exemption and limit it to the property owner.

Fiedler confirmed that the Overlay District was in place when they applicants purchased the property.

Janzen closed the hearing for comments from the public: 8:51 PM

Based on the City Staff recommendations, public comments, and discussion by the Planning and Zoning Board, Janzen made a motion to deny zoning regulation changes. Motion was seconded by Spranger. The vote was unanimous. Motion passed.

9. Review of 2025-2035 Comprehensive Plan.

David Foster, Foster Design Associates presented the 2025-2035 Comprehensive Plan 1/24/2025 draft, which includes changes that were made from the 1/2/2024 draft.

Janzen opened the hearing for comments from the public: 9:22 PM

Fiedler addressed a few items for consideration of changes. On page 3-18, recommended an asterisk to note that the data is from the Census. Recommended the land at the south of W 93rd St N between Interurban Dr and Meridian Ave reflect Single-Family Residential on the Future Land Use Map, as well as most of the land on the east side of Seneca between 5th street and 69th St N reflect Industrial on the Future Land Use Map. Page 6-28, recommend that our historic downtown list 2 banks.

Jerry Hawkins provided some comments. The scale of the maps is small, and they are hard to read, he asked for larger maps to be available as well as a copy of the existing zoning to be included for comparison. Hawkins also recommended that exclamation points be removed from the document, as they seemed to emphasize one point of the plan seem more important than others and that in the History section, he recommended removing the statement about the US Army driving out the Native American's as needed.

Debra Foster, Foster Design Associates addressed that the maps in their entirety will be included as a supplement to the document. She also let the Board know that she would make any changes she was directed to by them.

Janzen closed the hearing for comments from the public: 9:38 PM

Based on the City Staff recommendations, public comments, and discussion by the Planning and Zoning Board, Spranger made a motion to approve Resolution 01282025 adopting the Valley Center 2025-2035 Comprehensive Plan draft from 1/24/2025 with the following revisions: on page 3-18, recommended an asterisk to note that the data is from the Census, change Future Land Use Map to reflect the land at the south of W 93rd St N between Interurban Dr and Meridian Ave show Single-Family Residential, as well as most of the land on the east side of Seneca between 5th street and 69th St N show Industrial, on page 6-28, recommend that our historic downtown list 2 banks, remove exclamation points from the document, remove the statement in the History section about the US Army driving out the Native American's as needed, and that the Future Land Use Maps will be available for review by pdf as a supplement to the plan.

Motion was seconded by Shellenbarger. The vote was unanimous. Motion passed.

OLD/UNFINISHED BUSINESS: None

NEW BUSINESS: None

STAFF REPORTS: None

ITEMS BY PLANNING AND ZONING BOARD/BZA MEMBERS:

Gary Janzen - none

Paul Spranger - none

Rick Shellenbarger - none

Scot Phillips - none

Steve Conway - none

Dalton Wilson - absent

ADJOURNMENT OF THE PLANNING AND ZONING BOARD/BOARD OF ZONING

APPEALS MEETING: At 9:44P.M., a motion was made by Janzen to adjourn and seconded by Spranger. The vote was unanimous, and the meeting was adjourned.

Respectfully submitted,

/s/ Kyle Fiedler, Secretary

Gary Janzen, Chairperson

NEW BUSINESS

RECOMMENDED ACTION

B. PLANNING AND ZONING BOARD MINUTES -JANUARY 28, 2025:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommend motion to accept and file minutes from the January 28, 2025, Planning and Zoning Board Meeting.

NEW BUSINESS

C. ORDINANCE 1420-25; COMPREHENSIVE PLAN 2025-2035:

Community Development Director Fiedler will present the 2025-2035 Comprehensive Plan, as adopted by the Planning and Zoning Board on January 28, 2025. The final step for the Plan to be in effect is for the Council to approve of the plan by ordinance. Following presentation and discussion Ordinance 1420-25 will be presented for 1st reading approval.

- Comprehensive Plan Draft available on Valley Center Website
<https://www.valleycenterks.gov/DocumentCenter/View/6890/Valley-Center-Comp-Plan-January-28th-2025---Draft>
- Staff Memo
- Ordinance 1420-25



February 18th, 2025

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

Subject: 2025-2035 Comprehensive Plan

BACKGROUND

Through 2024 the City of Valley Center engaged with Foster Design Associates to draft an updated Comprehensive Plan. The City of Valley Center appointed a steering committee comprised of City Councilmembers, Planning and Zoning Board members as well as citizens and representatives from various other boards and committees.

As part of the process, the Planning and Zoning Board and Steering Committee reviewed progress on the plan with regular meetings from June through December 2024, and a public workshop was held in October 2024. A community survey was also launched, received over 650 responses to help obtain data and input on the new Plan.

On January 28, 2025, the Planning and Zoning Board considered approval of the plan and adopted the plan by Resolution No. 01282025 with all present members voting in favor of the adoption.

PROCEDURE

1. Council should first receive the draft minutes of the 1/28/2025 Planning and Zoning Board meeting.
2. After receiving a presentation from Staff, open the meeting for public comment.
3. After receiving public comments, close the hearing.
4. Council Discussion.
5. Call for a Motion.

RECOMMENDATION

Staff recommend accepting the recommendation of the Planning and Zoning Board and approve of Ordinance 1420-25, approving the Valley Center 2025-2035 Comprehensive Plan as the official Comprehensive Plan for the City of Valley Center.

Sincerely,
Kyle Fiedler
Community Development Director

ORDINANCE NO. 1420-25

**AN ORDINANCE APPROVING THE VALLEY CENTER
COMPREHENSIVE PLAN 2025-2035.**

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

SECTION 1. Having received a recommendation from the Valley Center City Planning and Zoning Board on the 2025-2035 Comprehensive Plan, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of K.S.A. 12-747

SECTION 2. The Comprehensive Plan Planning Area is in parts of Valley Center, Grant, Park and Kechi Townships, in Sedgwick County, Kansas.

SECTION 3. As required by K.S.A. 12-743(a), written notification of the City's intent to adopt a comprehensive plan which affects property outside of the City was provided to the Sedgwick County Board of County Commissioners more than 20 days prior to the public hearing.

SECTION 4. As required by K.S.A. 12-743(b), the Planning and Zoning Board held a public hearing on the Valley Center Comprehensive Plan 2025-2035. Public notice of the hearing was published in the official city newspaper on January 2, 2025, more than 20 days prior to the public hearing. The public hearing was held on January 28, 2025.

SECTION 5. On January 28, 2025, the Valley Center Planning and Zoning Board approved Resolution No. 01282025, adopting the Valley Center Comprehensive Plan 2025-2035.

SECTION 6. As required by K.S.A. 12-747(b), a certified copy of the Valley Center Comprehensive Plan 2025-2035, draft minutes of the public hearing, and a copy of the Planning and Zoning Board Resolution adopting the Plan were submitted to the Governing Body for consideration.

SECTION 7. A certified copy of the Valley Center Comprehensive Plan 2025-2035, as approved by the Governing Body on March 4th, 2025, is on file in the City Clerk's office.

SECTION 8. Plan Approval. The Valley Center Comprehensive Plan 2025-2035, as adopted by the Valley Center Planning and Zoning Board, is approved as the official comprehensive plan for the City of Valley Center.

SECTION 9. Distribution. As required by K.S.A. 12-747(c), an attested copy of the Valley Center Comprehensive Plan 2025-2035 will be sent to all other taxing subdivisions in the Planning Area which request a copy.

SECTION 10. At least once a year, the Planning and Zoning Board should review or reconsider the Valley Center Comprehensive Plan 2025-2035.

SECTION 11. The Planning and Zoning Board may propose amendments, extensions or additions to the Valley Center Comprehensive Plan 2025-2035 as they deem appropriate. As required by K.S.A. 12-747(d), any amendments, extensions, or additions must be adopted in the same manner as the original comprehensive plan.

SECTION 12. This ordinance shall take effect and be in force from and after its passage, approval, and publication once in the official city newspaper.

PASSED by the Governing Body and signed by the Mayor of the City of Valley Center, Kansas, on this 4th day of March, 2025.

First Reading: February 18, 2025
Second Reading: March 4, 2025

(SEAL)

/s/ _____
Jet Truman, Mayor

ATTEST:

/s/ _____
Kristi Carrithers, City Clerk

NEW BUSINESS
RECOMMENDED ACTION

C. ORDINANCE 1420-25; COMPREHENSIVE PLAN 2025-2035:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion to accept the recommendation of the Planning and Zoning Board and approve for 1st reading Ordinance 1420-25, approving the Valley Center 2025-2035 Comprehensive Plan as the official Comprehensive Plan for the City of Valley Center.

NEW BUSINESS

**D. AWARD BID FOR 2025 RAW WATER SERVICES AND
MAINTNENACE:**

Public Works Director Eggleston will present proposal received from Sargent Drilling for Raw Water Services and Maintenance for the three city wells. Total cost not to exceed \$54,570.00.

- Staff Memo
- Bid Tab
- Sargent Drilling Proposal



February 18, 2025

To: Mayor Truman & Members of Council

From: Rodney Eggleston – Public Works Director

Subject: Award of 2025 Water Well Services Proposal

BACKGROUND

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

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

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

We received one proposal from Sargeant Drilling.

PROPOSAL

City staff are requesting award of the successful bidder for the 2025 Water Well Services RFP.

FINANCIAL CONSIDERATION

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

SUMMARY

City staff are requesting award of the 2025 Water Well Services bid from Sargeant Drilling in the amount of \$54,570.00. Authorize the Mayor or City Administrator to sign.

Sincerely,
Rodney Eggleston
Public Works Director

SECTION 3

PROPOSAL SUBMISSION FORM

2025 City of Valley Center Water Well Service & Maintenance

1. COMPANY NAME Charles Sargent Irrigation, Inc dba Sargent Drilling

2. ADDRESS (Home Office) 505 Francis St., Salina, KS 67401

3. TELEPHONE NUMBER (office) 785-404-4459 (cell) 785-829-0963

4. NUMBER OF FULL-TIME EMPLOYEES 39

5. OWNERSHIP

 Sole Proprietor X Other – Please Specify Corporation

 Limited Partnership

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

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

Pricing to comply with Section 2 Scope of Services of this RFP for locations identified. This is the base bid for **2025 Raw Water Well Service & Maintenance (3 wells)**: Prices are to be “Not to exceed”

Total Cost

\$54,570.00



Signature of Authorized Representative

Manager

Name/Title of Authorized Representative

February 6, 2025

Date

505 Francis St.
Salina, KS 67401



Toll Free: 888-496-3902
Phone: 785-404-4459

*Providing Complete Municipal, Industrial and Agricultural
Pump and Well Service*

February 6, 2025

City of Valley Center
PO Box 188
Valley Center, KS 67147

RE: Request for Proposal (RFP)
Raw Water Well Service & Maintenance

Labor to pull and set pump	\$5,000.00
2- Well videos (before and after)	\$3,600.00
1- Acid treatment	\$2,900.00
1- Chlorine treatment	\$2,350.00
1- Sonar jet treatment (if needed)	\$1,840.00
Labor to surge, bail and test pump well	\$2,500.00

Total (each well)	\$18,190.00
Grand Total (3 wells)	\$54,570.00

NOTE: Recommendations for pump repairs we be provided if needed.

Thank You,

Doug Miller,
Manager

DM/ah

NEW BUSINESS

RECOMMENDED ACTION

**D. AWARD BID FOR 2025 RAW WATER SERVICES AND
MAINTNENACE:**

Should Council choose to proceed

RECOMMENDED ACTION

**Staff recommend acceptance of bid from Sargeant Drilling for 2025
Water Well Services in the amount of \$54,570.00 and authorize Mayor or
City Administrator to sign.**

NEW BUSINESS

E. AWARD BID FOR 2025 ROAD UPGRADE SERVICE:

Public Works Director Eggleston will present two proposals received for Road Upgrade Services. In keeping with the overall street rehabilitation strategy, Public Works has selected approximately 18,860 square yards of pavement for 2” mill & overlay to the following.

>3rd Street, Sheridan to RR

>Ash, 5th Street to Main

- Staff Memo
- Bid Tab
- Proposals



February 18, 2025

To: Mayor Truman & Members of Council

From: Rodney Eggleston – Public Works Director

Subject: Approval of 2025 Roadway Upgrade Services RFP

BACKGROUND

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

>3rd Street, Sheridan to RR

>Ash, 5th Street to Main

PROPOSAL

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

FINANCIAL CONSIDERATION

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

SUMMARY

Staff are recommending the award of the negotiated proposal for the 2024 Roadway Upgrade Services of the selected street segments from Apac of Kansas in the amount of \$283,575.00. Authorize the Mayor or City Administrator to sign.

Sincerely,
Rodney Eggleston
Public Works Director

SECTION 3

PROPOSAL SUBMISSION FORM

2024 City of Valley Center Roadway Upgrade Services

1. COMPANY NAME APAC - Kansas, Inc., Shears Division
2. ADDRESS (Home Office) 3511 S. West Street, Wichita, KS 67217
3. TELEPHONE NUMBER (office) 316-524-5200 (cell) 620-960-2702
4. NUMBER OF FULL-TIME EMPLOYEES 92
5. OWNERSHIP

Sole Proprietor Corporation Other – Please Specify
 Limited Partnership

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

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

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

Total Cost

\$ 283,575.00



Signature of Authorized Representative

Michael Roudybush, Estimating Manager

Name/Title of Authorized Representative

2/6/2025

Date





APAC-KANSAS, INC., SHEARS DIVISION

A CRH COMPANY
3511 S WEST ST | WICHITA, KS 67217
P (316) 524 5200 | F (316) 524 3651

PROPOSAL

TO City of Valley Center
PROJECT 2025 Roadway Upgrade Services

DATE 02/06/2025
ESTIMATE 6955359

APAC-Kansas, Inc., Shears Division – Wichita Branch ("APAC") offers to furnish all labor, materials and equipment required for the performance of the following:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXT PRICE
10	MOBILIZATION	1.000	LSU	\$10,500.00	\$10,500.00
20	2" MILLING	18,860.000	SY	\$ 4.25	\$80,155.00
30	2" ASPHALT PAVEMENT	18,860.000	SY	\$ 9.75	\$183,885.00
40	PAVEMENT MARKINGS	1.000	LSU	\$4,035.00	\$4,035.00
50	TRAFFIC CONTROL	1.000	LSU	\$5,000.00	\$5,000.00
				Bid Total:	\$283,575.00

SECTION 3

PROPOSAL SUBMISSION FORM

2024 City of Valley Center Roadway Upgrade Services

1. COMPANY NAME Pearson Construction LLC

2. ADDRESS (Home Office) 2901 N. Mead St. Wichita, Ks 67219

3. TELEPHONE NUMBER (office) 316-263-3100 (cell) _____

4. NUMBER OF FULL-TIME EMPLOYEES 250

5. OWNERSHIP

_____ Sole Proprietor

X Other – Please Specify
Corporation

_____ Limited Partnership

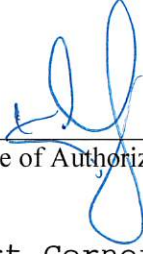
PROPOSAL PRICES. Fixed prices for all requirements identified in Section 2 Scope of Services. Pricing submitted in this portion must be fully inclusive of all anticipated costs of the RFP and shall include all costs for management, supervision, labor, and material associated with the RFP. The base bid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

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

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

Total Cost

\$ 286,935⁰⁰



Signature of Authorized Representative

Kurt Cornejo, President

Name/Title of Authorized Representative

2-6-24

Date



2901 N. Mead
Wichita, KS 67219
p: (316) 263-3100
f: (316) 263-3071
www.pearsonconstructionllc.com

To:	City of Valley Center	Contact:	Rodney Eggleston
Address:	116 S. Park Valley Center, KS 67147	Phone:	
Project Name:	Valley Center 2025 Roadwy Upgrade Services	Fax:	
Project Location:	Varous, Valley Center, KS	Bid Number:	2501-017
		Bid Date:	3/8/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Mill and Overlay					
1	2" Mill & Overlay - Third Street, Sheridan To Railroad	2,770.00	SY	\$15.00	\$41,550.00
2	2" Mill & Overlay - Ash, Fifth Street To Main Street	16,090.00	SY	\$15.00	\$241,350.00
3	Pavement Markings	1.00	LS	\$4,035.00	\$4,035.00
Total Price for above Mill and Overlay Items:					\$286,935.00

Total Bid Price: \$286,935.00

Notes:

- Sales tax excluded
- Erosion control and Seeding are excluded
- Soils testing excluded
- Staking and Layout excluded
- Erosion control excluded
- Seeding Excluded
- Any items of work not specifically listed in this proposal are excluded.
- This proposal does not include any patching of failed pavement areas or any curb and gutter removal and replacement

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Pearson Construction, LLC

Authorized Signature: _____

Estimator: Max Beins

316-263-3100 maxb@pearsonconstructionllc.com

NEW BUSINESS

RECOMMENDED ACTION

E. AWARD BID FOR 2025 ROAD UPGRADE SERVICE:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommended approval of the award of the negotiated proposal for the 2024 Roadway Upgrade Services of the selected street segments from Apac of Kansas in the amount of \$283,575.00. Authorize the Mayor or City Administrator to sign.

CONSENT AGENDA

- A. APPROPRIATION ORDINANCE – FEBRUARY 18, 2025**
- B. DELINQUENT ACCOUNT REPORT- NOVEMBER 2024**
- C. ECONOMIC DEVELOPMENT BOARD MINUTES -FEBRUARY 5, 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 February 18, 2025, as prepared by City Staff.

February 18, 2025, Appropriation

Total	\$ 202,005.05
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VENDOR SET: 02 City of Valley Center

February 18, 2025 City Council Agenda Page 71

BANK: APBK INTRUST CHECKING

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

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
1127	THE HALSTEAD BANK							
I-202501282803	THE HALSTEAD BANK	R	1/28/2025	33,151.23		057659		33,151.23
1	ARTISTIC BUILDERS							
I-000202502042832	US REFUND	R	2/07/2025	210.00		057660		210.00
1	GREENLEE, JESSICA							
I-000202502032807	RESTITUTION	R	2/07/2025	400.00		057661		400.00
0014	WICHITA WINWATER WORKS CO.							
I-202502032823	WICHITA WINWATER WORKS CO.	R	2/07/2025	3,490.51		057662		3,490.51
0035	BARRY ARBUCKLE							
I-202502052842	BARRY ARBUCKLE	R	2/07/2025	800.00		057663		800.00
0042	LARRY LINN							
I-202502052838	LARRY LINN	R	2/07/2025	1,700.00		057664		1,700.00
0059	CITY OF WICHITA							
I-202502032815	CITY OF WICHITA	R	2/07/2025	4,704.00		057665		4,704.00
0077	KANSAS OFFICE OF THE TREASURER							
I-202502032809	KANSAS OFFICE OF THE TREASURER	R	2/07/2025	1,207.02		057666		1,207.02
0079	KDHE-DIV OF H & E LABORATORIES							
I-202502032810	KDHE-DIV OF H & E LABORATORIES	R	2/07/2025	480.00		057667		480.00
0092	TYLER TECHNOLOGIES INC							
I-202502042830	TYLER TECHNOLOGIES INC	R	2/07/2025	61,693.44		057668		61,693.44
0113	VALLEY PRINT LOGISTICS							
I-202502042828	VALLEY PRINT LOGISTICS	R	2/07/2025	1,970.47		057669		1,970.47
0156	BEALL & MITCHELL, LLC							
I-202502052840	BEALL & MITCHELL, LLC	R	2/07/2025	1,850.00		057670		1,850.00
0179	INTERLINGUAL INTERPRETING SERV							
I-202502052849	INTERLINGUAL INTERPRETING SERV	R	2/07/2025	56.25		057671		56.25
0183	KANSAS ONE-CALL SYSTEM, INC							
I-202502042824	KANSAS ONE-CALL SYSTEM, INC	R	2/07/2025	187.53		057672		187.53
0226	RURAL WATER DISTRICT #2							
I-202502032814	RURAL WATER DISTRICT #2	R	2/07/2025	17.54		057673		17.54

VENDOR SET: 02 City of Valley Center

February 18, 2025 City Council Agenda Page 72

BANK: APBK INTRUST CHECKING

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0254	CITY OF WICHITA							
I-202502032808	CITY OF WICHITA	R	2/07/2025	62,290.76		057674		62,290.76
0306	SEDGWICK COUNTY							
I-202502052837	SEDGWICK COUNTY	R	2/07/2025	336.30		057675		336.30
0321	DECKER ELECTRIC							
I-202502052836	DECKER ELECTRIC	R	2/07/2025	1,859.27		057676		1,859.27
0457	CHRISTOPHER MICHAEL LEE DAVIS,							
I-202502052839	CHRISTOPHER MICHAEL LEE DAVIS,	R	2/07/2025	125.00		057677		125.00
0503	FREMAR CORPORATION							
I-202502042831	FREMAR CORPORATION	R	2/07/2025	4,935.07		057678		4,935.07
0587	DELL FINANCIAL SERVICES, LLC							
I-202502052850	DELL FINANCIAL SERVICES, LLC	R	2/07/2025	18.70		057679		18.70
0601	JOY K. WILLIAMS, ATTORNEY AT L							
I-202502052841	JOY K. WILLIAMS, ATTORNEY AT L	R	2/07/2025	1,350.00		057680		1,350.00
0784	MERIDIAN ANALYTICAL LABS, LLC							
I-202502032811	MERIDIAN ANALYTICAL LABS, LLC	R	2/07/2025	685.00		057681		685.00
0799	ELITE FRANCHISING INC DBA JANI							
I-202502032820	ELITE FRANCHISING INC DBA JANI	R	2/07/2025	210.00		057682		210.00
0824	GALLS, LLC							
I-202502052843	GALLS, LLC	R	2/07/2025	1,478.53		057683		1,478.53
0884	ENDURA							
I-202502032818	ENDURA	R	2/07/2025	814.52		057684		814.52
0898	GREATER WICHITA YMCA							
I-202502032813	GREATER WICHITA YMCA	R	2/07/2025	43.75		057685		43.75
1004	IMAGINE IT, INC.							
I-202502052851	IMAGINE IT, INC.	R	2/07/2025	4,936.47		057686		4,936.47
1012	FIRST WIRELESS, INC.							
I-202502052848	FIRST WIRELESS, INC.	R	2/07/2025	1,752.00		057687		1,752.00
1039	GRAINGER							
I-202502052844	GRAINGER	R	2/07/2025	255.90		057688		255.90

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
1065	AQUAFIX							
I-202502032819	AQUAFIX	R	2/07/2025	324.17		057689		324.17
1075	RED EQUIPMENT LLC.							
I-202502032821	RED EQUIPMENT LLC.	R	2/07/2025	564.62		057690		564.62
1082	T-MOBILE							
I-202502032812	T-MOBILE	R	2/07/2025	105.00		057691		105.00
1105	CK POWER							
I-202502052845	CK POWER	R	2/07/2025	544.80		057692		544.80
1189	AMERICAN WATER WORKS ASSOCIATI							
I-202502052846	AMERICAN WATER WORKS ASSOCIATI	R	2/07/2025	375.00		057693		375.00
1394	IDEATEK TELECOM, LLC.							
I-202502042827	IDEATEK TELECOM, LLC.	R	2/07/2025	1,760.68		057694		1,760.68
1416	MOUNTAINLAND SUPPLY COMPANY							
I-202502052847	MOUNTAINLAND SUPPLY COMPANY	R	2/07/2025	320.00		057695		320.00
1432	CENTRAL SAND COMPANY, INC.							
I-202502042826	CENTRAL SAND COMPANY, INC.	R	2/07/2025	792.43		057696		792.43
1440	BONNELL INDUSTRIES INC.							
I-202502032816	BONNELL INDUSTRIES INC.	R	2/07/2025	1,083.11		057697		1,083.11
1441	TROPICAL DETAIL							
I-202502032817	TROPICAL DETAIL	R	2/07/2025	50.00		057698		50.00
1442	HILLSIDE NURSERY INC.							
I-202502042833	HILLSIDE NURSERY INC.	R	2/07/2025	1,400.00		057699		1,400.00
1443	BENDER STEEL							
I-202502052835	BENDER STEEL	R	2/07/2025	1,650.00		057700		1,650.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	42	201,979.07	0.00	201,979.07
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 02 BANK: APBK TOTALS:	42	201,979.07	0.00	201,979.07

VENDOR SET: 03 City of Valley Center

February 18, 2025 City Council Agenda Page 74

BANK: APBK INTRUST CHECKING

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0156	CLINT MILLER							
I-202502042825	CLINT MILLER	R	2/07/2025	25.98		057701		25.98

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	25.98	0.00	25.98
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 03 BANK: APBK TOTALS:	1	25.98	0.00	25.98
BANK: APBK TOTALS:	43	202,005.05	0.00	202,005.05
REPORT TOTALS:	43	202,005.05	0.00	202,005.05

SELECTION CRITERIA

VENDOR SET: * - All

VENDOR: ALL

BANK CODES: All

FUNDS: All

CHECK SELECTION

CHECK RANGE: 057659 THRU 057701

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

CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99

INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES

PRINT G/L: NO

UNPOSTED ONLY: NO

EXCLUDE UNPOSTED: NO

MANUAL ONLY: NO

STUB COMMENTS: NO

REPORT FOOTER: NO

CHECK STATUS: NO

PRINT STATUS: * - All

CONSENT AGENDA

B. DELINQUENT ACCOUNT REPORT – NOVEMBER 2024:

2/10/2025 1:51 PM

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: 11/01/2024 THRU 11/30/2024

ACCOUNT AGING REPORT

PAGE: 1

CONTRACTS: NO

ACCOUNT NO#	NAME	LAST PAY	ST	--CURRENT--	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--BALANCE--
**** BOOK # :0001	TOTAL ACCOUNTS:	0		0.00	0.00	0.00	0.00	0.00	0.00
**** BOOK # :0004	TOTAL ACCOUNTS:	0		0.00	0.00	0.00	0.00	0.00	0.00
05-0096-08	MOODY, TRAVIS	10/08/2024	F	38.15	107.58	179.47	129.79	454.99	
**** BOOK # :0005	TOTAL ACCOUNTS:	1		0.00	107.58	179.47	129.79	454.99	
**** BOOK # :0006	TOTAL ACCOUNTS:	1		0.00	0.00	0.00	0.00	0.00	0.00
07-0025-91	77TH INVESTMENTS LLC	11/18/2024	F	98.90	91.30	117.30	139.66	348.26	
07-0078-06	PORTER ENTERPRISES, LLC	10/08/2024	F	98.90	91.30	117.30	139.66	348.26	
**** BOOK # :0007	TOTAL ACCOUNTS:	2		0.00	190.20	117.30	139.66	447.16	
08-0020-06	MARTINEZ, RICHARD	10/17/2024	F	113.22	240.67	123.10	476.99		
**** BOOK # :0008	TOTAL ACCOUNTS:	1		0.00	113.22	240.67	123.10	476.99	
09-0090-03	WORMINGTON, JEREMY	10/07/2024	F	58.93	108.03	117.91	284.87		
**** BOOK # :0009	TOTAL ACCOUNTS:	1		0.00	58.93	108.03	117.91	284.87	
10-0003-12	AYLESWORTH, ALLEN	8/09/2016	F	98.90	92.29	191.19			
**** BOOK # :0010	TOTAL ACCOUNTS:	1		0.00	98.90	92.29	0.00	191.19	
**** BOOK # :0011	TOTAL ACCOUNTS:	0		0.00	0.00	0.00	0.00	0.00	0.00

ACCOUNT AGING REPORT

PAGE: 2
CONTRACTS: NO

2/10/2025 1:51 PM
ZONE: ALL
STAT: Discont Final, Inactive
START DATES: 0/00/0000 THRU 99/99/9999
LAST BILL DATES: 0/00/0000 THRU 99/99/9999
FINAL DATES: 11/01/2024 THRU 11/30/2024

ACCOUNT NO#	NAME	LAST PAY	ST	--CURRENT--	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--BALANCE--
**** BOOK # :0017	TOTAL ACCOUNTS:	0		0.00	0.00	0.00	0.00	0.00	0.00
20-0066-08	FERNANDEZ, KEVIN	11/12/2024	F		127.49				127.49
20-0208-90	MONARCH INVESTMENTS	3/13/2023	F		46.12				46.12
20-0211-90	MONARCH INVESTMENTS	6/12/2023	F		13.62				13.62
20-0222-90	MONARCH INVESTMENTS	9/15/2021	F		8.00				8.00
**** BOOK # :0020	TOTAL ACCOUNTS:	4		0.00	195.23	0.00	0.00	0.00	195.23
REPORT TOTALS	TOTAL ACCOUNTS:	11		0.00	38.15	764.06	737.76	510.46	2050.43

REPORT TOTALS

REVENUE CODE TOTALS

REVENUE CODE:	--CURRENT--	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--BALANCE--
100-WATER	52.71CR	6.25	229.76	209.28	151.98	544.56
200-SEWER	52.71	16.21	346.84	281.38	178.91	876.05
300-PROT	0.00	0.03	0.24	0.23	0.17	0.67
400-RECONNECT FEE	0.00	4.19	39.20	74.84	45.62	163.85
600-STORMWATER UTILITY FEE	0.00	2.01	84.13	60.97	52.89	200.00
610-SOLID WASTE	0.00	6.03	29.67	54.79	40.84	131.33
700-STATE TAX RATE	0.00	0.00	2.11	2.70	3.22	8.03
850-PENALTY	0.00	3.43	32.11	53.57	36.83	125.94
TOTALS	0.00	38.15	764.06	737.76	510.46	2050.43

TOTAL REVENUE CODES: 2,050.43
TOTAL ACCOUNT BALANCE: 2,050.43
DIFFERENCE: 0.00

2/10/2025 1:51 PM

ACCOUNT AGING REPORT

PAGE:

4

===== REPORT TOTAL =====

===== BOOK CODE TOTALS =====

BOOK:	--CURRENT--	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--BALANCE--
01-BOOK 01	0.00	0.00	0.00	0.00	0.00	0.00
04-BOOK 04	0.00	0.00	0.00	0.00	0.00	0.00
05-BOOK 05	0.00	38.15	107.58	179.47	129.79	454.99
06-BOOK 06	0.00	0.00	0.00	0.00	0.00	0.00
07-BOOK 07	0.00	0.00	190.20	117.30	139.66	447.16
08-BOOK 08	0.00	0.00	113.22	240.67	123.10	476.99
09-BOOK 09	0.00	0.00	58.93	108.03	117.91	284.87
10-BOOK 10	0.00	0.00	98.90	92.29	0.00	191.19
11-BOOK 11	0.00	0.00	0.00	0.00	0.00	0.00
17-BOOK 17	0.00	0.00	0.00	0.00	0.00	0.00
20-BOOK 20	0.00	0.00	195.23	0.00	0.00	195.23
TOTALS	0.00	38.15	764.06	737.76	510.46	2050.43

ERRORS: 000

SELECTION CRITERIA

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: 11/01/2024 THRU 11/30/2024

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. ECONOMIC DEVELOPMENT BOARD MINUTES –FEBRUARY 5, 2025:

VALLEY CENTER ECONOMIC DEVELOPMENT BOARD MEETING MINUTES

Wednesday, February 5th, 2025 1:00 P.M.

(Meeting held in person at City Hall)

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

Ben Anderson, Chairperson

Ivan Gomez

Randy Jackson

Brian Haight

Ron Colbert

Brittney Ortega, Community Development Assistant

Kyle Fiedler, Community Development Director

Brent Clark, City Administrator

APPROVAL OF DRAFT MINUTES

Motion was made by Ivan and seconded by Ron to approve the meeting minutes for January 8th, 2025. Motion was unanimous.

NEW BUSINESS:

A. Meridian Update

The intersection of Meridian and Industrial is closed while construction continues on the west side. The closure is expected to last approximately three weeks, depending on weather conditions. Closure of 69th and Meridian is tentatively scheduled for February 24th, 2025. Light poles are installed, and banners are being hung between Main and 5th street.

B. Rec Center Update

The installation of the wrap on the front of the building began as planned, but due to temperature requirements, had to be paused. Work will resume once the weather allows for proper application. The soft opening is scheduled for Saturday, February 15th, 2025. The grand opening, including ribbon cutting, is scheduled for February 22, 2025.

C. Tax Exemption Application

Village Coachworks would like to add 6,500 square feet to their facility. The site plan was approved by the Planning and Zoning Board at the last meeting. Kyle Fiedler, Community Development Director, discussed the Economic Development Policy and the cost-benefit ratio that is required to be met in order to qualify for exemption. Under the original numbers provided, the cost-benefit ratio was 2.35:1, which would exceed our minimum for approval. Wichita State is completing an updated cost-benefit analysis based on updated projections we received from Village Coachworks. Currently they are eligible for a 40% rebate based on their new capital investment, 10% for the new jobs created being advanced manufacturing positions, 25% for community and workforce development benefits. This totals a 75% tax rebate, they are eligible for this for 10 years, with there being annual and five-year review benchmarks. Motion was made by Randy and seconded by Ron to give tentative approval of the tax rebate,

allowing Community Development Director Fiedler the ability to share that tentative approval in a letter, if the applicant requests it. Motion was unanimous.

D. General Discussion

The next meeting will be held on Wednesday, March 5th, 2025, at 1:00PM via Teams.

ADJOURNMENT

Motion was made by Casey and seconded by Randy to adjourn the meeting. Motion was unanimous. Meeting adjourned at 1:24 P.M.

Respectfully submitted,

Kyle Fiedler, Secretary

STAFF REPORTS

A. Community Development Director Fiedler

B. Parks & Public Buildings Director Owings

C. Public Safety Director Newman

D. Public Works Director Eggleston

E. City Engineer- Scheer

F. City Attorney Arbuckle

G. Finance Director Miller

H. City Clerk/HR Director Carrithers

I. City Administrator Clark

Public Works Status Report

All:

Meridians Project:

- Pearson started pouring the intersection of Meridian & Industrial and forming the multi-use path in front of Builders First Source. Blankets to protect from the coming snow.



- Flags and new City Banners have been hung on the Street light poles on Meridian between Main & 5th Street. There will be larger banners hung on the light poles in the Rec. Center parking lot, and along Main Street downtown.



Harvest Place:

Here are a couple of pictures of the small ponds being dug in the new Harvest Place addition.



Water:

- We had 30 shutoff this month.
- Staff installed a 2 inch Hydrant at new brush pile location to be used during burning operations.
- Staff coordinated locating of the raw water lines along Sheridan in conjunction of the WTP project.

Wastewater:

- Ford lift station had 1 of 2 pumps fail. This was pulled and the replacement is on order. The lift station is still operational on one pump.
- Adam Enterkin held a lab class for the water/wastewater staff. This was very informative.
- The water/wastewater folks are training streets folks when the opportunity arises to help when people are on duty.



City of Valley Center, KS

FY 2024

4th Quarter Financial &

Departmental Review

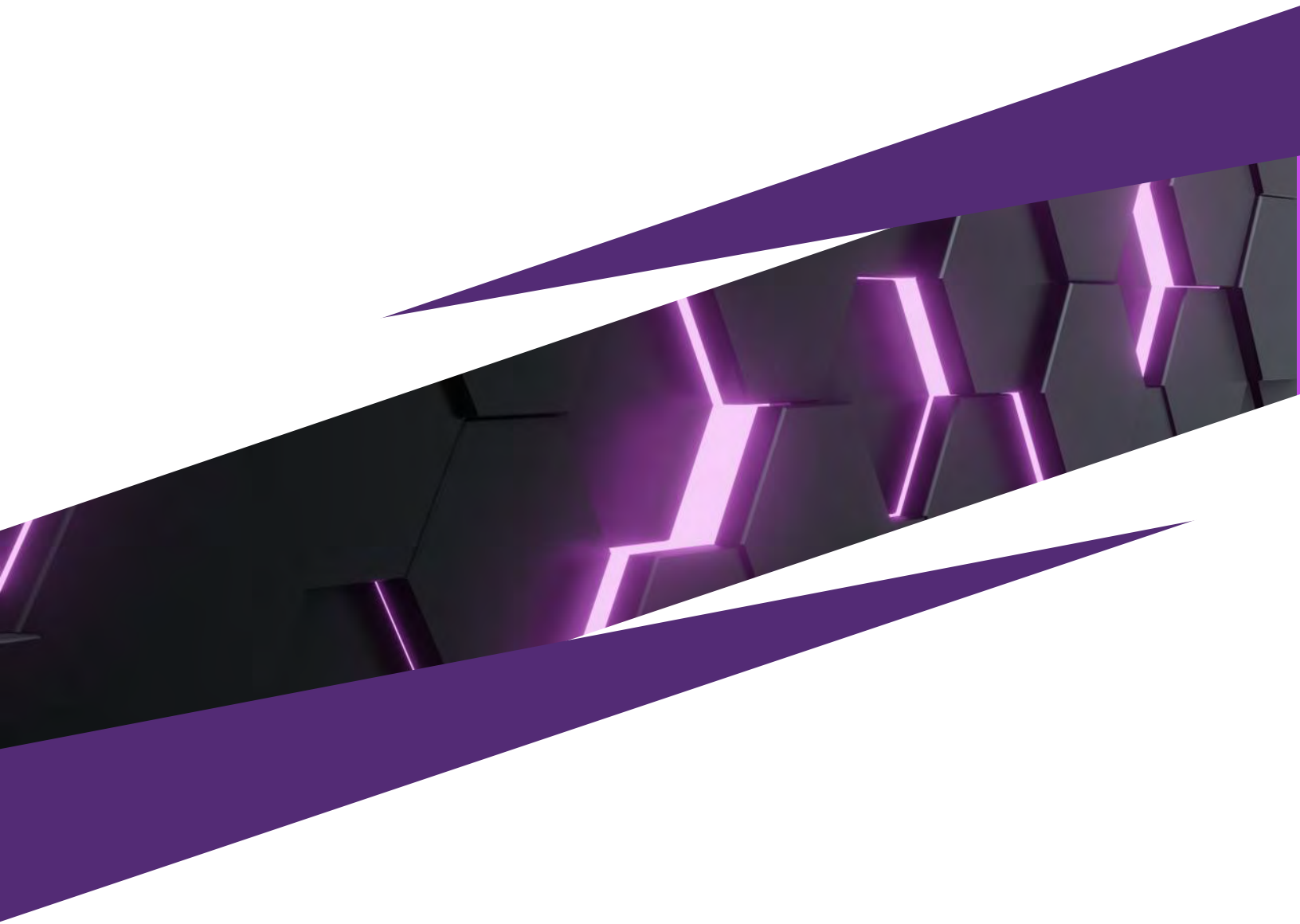


Fund Balance Summary

City of Valley Center, Kansas				
Treasurer's Quarterly Unaudited Financial Report				
For the Quarter Ending December 31, 2024				
Fund Description	Beginning Balance 9/30/2024	Revenue	Expenditure	Ending Balance 12/31/2024
GENERAL FUND	2,192,861.63	608,596.98	1,251,032.37	1,550,426.24
SPECIAL PARKS AND REC	40,335.85	3,647.68	0.00	43,983.53
SPECIAL ALCOHOL AND DRUGS	15,440.29	3,369.32	0.00	18,809.61
POOL/REC SALES TAX	4,988,331.04	709,595.91	2,792,630.14	2,905,296.81
TIF FUND	1,192,462.93	4,934,250.13	5,148,656.19	978,056.87
EMPLOYEE BENEFITS	343,828.21	71,003.18	202,234.80	212,596.59
BUILDING EQUIP RESERVE	67,662.12	794.05	0.00	68,456.17
EQUIPMENT RESERVE	375,565.47	42,241.72	0.00	417,807.19
FLEET MANAGEMENT	15,242.53	206,952.55	112,851.59	109,343.49
LIBRARY	857.91	9,680.42	9,680.42	857.91
SPECIAL HIGHWAY	637,642.63	274,058.34	174,951.79	736,749.18
EMERGENCY EQUIPMENT	143,311.15	4,740.45	85,656.90	62,394.70
PUBLIC SAFETY TRAINING	9,142.66	545.00	0.00	9,687.66
PARK BEAUTIFICATION FUND	2,215.33	555.72	555.72	2,215.33
D.A.R.E.	1,678.04	0.00	0.00	1,678.04
DRUG TAX DISTRIBUTION	3,491.42	0.00	0.00	3,491.42
LAW ENFORCE BLOCK GRANT	0.15	0.00	0.00	0.15
ADSAP	1,071.19	0.00	0.00	1,071.19
CAPITAL PROJECTS FUND	-581,871.40	14,317,676.50	2,376,193.12	11,359,611.98
BOND & INTEREST	1,828,938.61	794,774.50	2,388,656.25	235,056.86
LAND BANK RESERVE	74,660.16	810.35	8,801.26	66,669.25
GIFTS AND GRANTS	6,931.51	83.08	0.00	7,014.59
ST/FED GRANT MANAGEMENT	434,031.25	4,893.88	0.00	438,925.13
WATER OPERATING	3,486,767.36	682,313.15	1,078,573.51	3,090,507.00
STORMWATER UTILITY FUND	532,527.73	90,382.77	238,570.29	384,340.21
SOLID WASTE UTILITY	173,354.96	154,467.23	139,653.45	188,168.74
WATER SURPLUS RESERVE	567,763.56	225,402.30	0.00	793,165.86
SEWER OPERATING	1,875,261.28	400,813.83	679,568.93	1,596,506.18
SEWER LOAD P & I	0.00	0.00	0.00	0.00
SEWER SURPLUS RESERVE	238,319.39	2,751.26	0.00	241,070.65
Total	18,667,824.96	23,544,400.30	16,688,266.73	25,523,958.53
Temporary Notes				56,855,000.00
General Obligation Bonds				22,190,000.00
KWPCRLF Sewer Loan				789,360.06
Street Sweeper Lease Agreement				33,151.23
Total Outstanding Debt				79,867,511.29



Departmental Summaries



Service Description: The Administration and Finance Department provides central support services to the organization. It consists of the City Administrator's Office, Finance Department and the Office of the City Clerk. All questions regarding the general management of the City and its financial operations, including utility billing and records, are handled by this department. In addition, the Finance and Administration Department acts as Secretary for the City Council.



Accomplishments

- Valley Center signed the contract for a new Water Treatment Plant that will finish completion 2026.
- Peoples Bank won the RFP to handle Valley Center's banking for the next three years.
- Kristi Carrithers, Brent Clark and Clint Miller attended the League of Municipalities leadership conference in October.
- Clint Miller attended the KSGFOA Finance conference in Olathe in November.





Community Development

Service Description:

- Serve as city staff to the City of Valley Center Planning and Zoning Board and Economic Development Board.
- Direct City's floodplain management program (CRS).
- Oversee all residential and commercial permits for construction and zoning issued.
- Enforce and maintain zoning and subdivision regulations.
- Direct economic development initiatives, such as tax abatements and business expansion/retention programs.
- Oversee all residential and commercial construction project inspections.
- Conduct Public Works' permits inspections, assist with utility locates, and manage the City's stormwater management program.



Accomplishments

- Issued over 177 building and zoning permits with 22 of those being residential buildings.
- Performed over 300 inspection on residential and commercial projects.
- Responded to over 622 utility locates.
- Completed the Main Street Valley Center 4th quarter Economic Impact Report



Public Parks and Buildings

Service Description:

The Public Parks and Grounds department is responsible for many projects and activities such as:

- City park system
- Public buildings & facilities
- City Municipal Cemetery
- City swimming pool and splash pad
- Liaison for Outdoor Spaces & Public Properties Board
- Partner with volunteer and community service organization



Accomplishments

- Meridian Tree Planting Project – Planted 50 of 80 total trees for this project. Remainder of trees will be planted in Spring 2025.
- Installed Cemetery Rules sign.
- Winterized park facilities, splash pad, pool, irrigation systems, park restrooms.
- Decorated downtown City Christmas Tree and put up lights on buildings.
- Completed tree removals at Rec & Aquatic Center.
- Finished electric and lighting for Ford Street Welcome Sign.
- Work with DAR on Wreaths Across America Event and donation of Park Bench at Veterans Park. Community Center/Library.
- Fixed the Pinnacle Fire system when we switched from Cox to Ideatek.
- Partner on Eagle Scout Project- completed replacement of bat houses at Wetland Park.
- Resolved issues with HVAC & smoke detector issues at CC/LIB.
- Staff attended pesticide workshop/training.
- Completed repairs and updates to Public Safety Building overhead doors.
- Completed temporary seeding at Cemetery, Ford Welcome Sign and Dog Park.
- Completed repairs to McLaughlin Park waterfall pump.

Service Description: This is the overall department for the Police and Fire Departments. The core services of the department are to preserve the peace, protect citizens and their property, investigate crimes for prosecution, enforce the laws of the city, state and federal government, and respond to emergencies, traffic accidents, medical emergencies, and crimes in progress.



Accomplishments

- Fire Department went to all our local elementary schools as well as the preschools to educate our younger citizens on fire safety.
- Public Safety hosted Next Steps Academy for their annual tour of our facility, they then hosted us for their annual Chili Luncheon.
- The Police Department started a Halloween door decorating contest at Abilene Elementary. Proceeds went to the annual Angel Tree program
- Safety once again participated in the annual Trick-or-Treat Main Street event
- The two Kindergarten classes from Abilene Elementary made Christmas decorations for police and fire and then walked to our building to decorate our tree.
- The Fire Departments F350 grass truck was completed and is ready to go
- We purchased and received a 2024 Chevy Tahoe and received four new leased 2025 Chevy Trucks for the Police Department.
- The Taser 10s were received as well as all the equipment that comes with them.



Public Works

Service Description:

Water, Waste Water, and Streets departments are all under the public works umbrella. These departments provide many different services that keep the city moving as well as maintain the city's infrastructure.

Water: Provides safe and healthy water to our community by maintaining and testing the city's water distribution system, while simultaneously providing excellent service to our residents, doing water shut offs and turn ons, leak checks, and meter reads.

Sewer: Keeps things flowing across town through maintenance of sewer lines and lift stations around town. They are also responsible for treating and testing water before it is discharged.

Streets: Our Streets department is crucial to keeping traffic moving across the city. They coordinate road projects, patch cracks and pot holes, keep the lines fresh, and keep the storm drains clean.



Accomplishments

- Hired Nicholas Manning as our new Utilities Manager.
- Hired Skylar Fleetwood as Equipment Operator.
- Matt Nicholson obtained his level 4 Water certification from KDHE.
- Secured access to ROW space for Abilene lift station replacement.
- Harvest Place development started.
- Light Poles on Meridian between Main & 5th Streets installed and functional.

GOVERNING BODY REPORTS

A. Mayor Truman

B. Councilmember Colbert

C. Councilmember Wilson

D. Councilmember Bass

E. Councilmember Anderson

F. Councilmember Gregory

G. Councilmember Kerstetter

H. Councilmember Evans

I. Councilmember Stamm

ADJOURN