



## **CITY COUNCIL AGENDA**

**February 4, 2025**

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

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. INVOCATION: MINISTERIAL ALLIANCE**
- 4. PLEDGE OF ALLEGIANCE**
- 5. APPROVAL OF AGENDA p 4**
- 6. ADMINISTRATION AGENDA p 5**
  - A. City Council Meeting Minutes – January 21, 2025
- 7. PRESENTATIONS / PROCLAMATIONS p 10**
- 8. PUBLIC FORUM (*Citizen input and requests*) p 10**
- 9. APPOINTMENTS p 10**
- 10. OLD BUSINESS p 11 -**
  - A. Ordinance 1417-25; Solar Energy Conversion Systems p 11
  - B. Ordinance 1418-25; Amend Nuisance Regulations p 18
- 11. NEW BUSINESS p 21**
  - A. Ordinance 1419-25; 328 N Birch Re-Zone p 21
  - B. Approval of Agreement with Valley Center Recreation Commission p 30
  - C. Waste Connections Agreement – 2025 Rates p 38
  - D. Resolution 774-25; Harvest Place Drainage Authority p 40
  - E. Resolution 775-25; Harvest Place Paving Authority p 47
  - F. Resolution 776-25; Harvest Place Sewer Authority p 52
  - G. Resolution 777-25; Harvest Place Water Authority p 57
  - H. Approval of Design Agreement with SEH for Harvest Place p 62
  - I. Resolution 778-25 Approval of IntraFi Contract with Peoples Bank p 70
  - J. Approval of Organization Chart Changes p 105
- 12. CONSENT AGENDA p 109**
  - A. Appropriation Ordinance – February 4, 2025 p 110
- 13. STAFF REPORTS p 120**
- 14. GOVERNING BODY REPORTS p 121**
- 15. ADJOURN**

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

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

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

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

**CALL TO ORDER**

**ROLL CALL**

**INVOCATION – MINISTERIAL ALLIANCE**

**PLEDGE OF ALLEGIANCE**

## **APPROVAL OF AGENDA**

### **RECOMMENDED ACTION:**

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



## **ADMINISTRATION AGENDA**

### **A. MINUTES:**

Attached are the Minutes from January 21, 2025, regular City Council Meeting as prepared by the City Clerk.

## REGULAR COUNCIL MEETING

January 21, 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, Ben Anderson, Gina Gregory, Dale Kerstetter, Chris Evans and Matt Stamm.

Members Absent: None

Staff Present: Kyle Fiedler, Community Development Director  
 Rodney Eggleston, Public Works Director  
 Lloyd Newman, Public Safety Director  
 Neal Owings, Parks and Public Building Director  
 Gage Scheer, City Engineer  
 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 -**

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

**ADMINISTRATION AGENDA –****JANUARY 7, 2025, CITY COUNCIL MINUTES-**

Bass moved to approve the minutes of the January 7, 2025, City Council meeting as presented, seconded by Colbert. Vote Aye: Unanimous. Motion Carried.

**PRESENTATIONS/PROCLAMATIONS –****PUBLIC SAFETY PROMOTIONS**

Public Safety Director Newman announced two promotions within the Public Safety department.

Ben English was promoted to the rank of Lieutenant. His wife pinned his new badge.

Jason Easley was promoted to the rank of Captain. Many of his family attended and his brother and his wife pinned his badge and bars.

**PUBLIC FORUM –****APPOINTMENTS –****VALLEY CENTER ECONOMIC DEVELOPMENT BOARD**

Ben Anderson – expires December 2026 (reappointment)

Tim Hoffman – expires December 2026 (reappointment)

Ron Colbert – expires December 2026 (reappointment)

Brian Haight – expires December 2026 (reappointment)

Randy Jackson – expires December 2026 (reappointment)

Brendan McGettigan – expires December 2026 (reappointment)

Gregory moved to approve the appointments to the Economic Development Board as presented. Motion seconded by Kerstetter. Vote Aye: Unanimous. Motion carried.

**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 definition of “Forbs” and specified that the entire Energy Conversion System is required to have a six-foot fence surrounding it. Kerstetter noted that Section 10 referred to Abandonment, but he would like to have a separate section specifically addressing disposal plans.

Following a short discussion, Kerstetter moved to table approval of Ordinance 1417-25, seconded by Bass. Vote Aye: Unanimous. Motion carried.

#### **B. FINANCIAL BANKING SERVICES**

Finance Director Miller presented information and requested approval to award financial banking services to Peoples Bank. Miller explained that in review final proposal from Equity Bank, the proposal used a formula that was less than he originally based his recommendation on. The proposal from Peoples Bank did include the full T-bill rate, but it was listed in a section listed as high yield savings, (which isn’t an account City uses). City Staff met with Peoples Bank last week and recommend that the RFP from Peoples Bank be awarded.

Kerstetter moved to switch the three-year RFP award for banking services contract from Equity Bank to Peoples Bank. Motion seconded by Stamm. Vote Yea: unanimous Motion carried.

### **NEW BUSINESS-**

#### **A. RIO BELLA BID AWARD – PEARSON CONSTRUCTION**

Eric Glover, Garver requested awarding bid for the Rio Bella Addition to Pearson Construction.

Bass moved to award bid for improvement in the Rio Bella Addition to Pearson Construction and authorize Mayor or City Administrator to sign. Motion seconded by Anderson. Vote Yea: unanimous Motion carried

#### **B. APPROVAL OF CONSTRUCTION CONTRACT – PEARSON CONSTRUCTION**

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

Bass moved to approve Construction Agreement with Pearson Construction for improvements in the Rio Bella Addition and authorize Mayor or City Administrator to sign. Anderson seconded the motion. Vote Aye: Unanimous. Motion carried.

#### **C. APPROVAL OF AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

Eric Glover, Garver requested approval of the Amendment to Agreement for Professional Services Contract in an amount not exceeding \$97,400.00. This will be for professional services for the construction phase for the paving and grading project in the Rio Bella Addition.

Evans moved to approve contract amendment for the Rio Bella Addition with Garver in an amount not to exceed \$97,400.00 and authorize Mayor or City Administrator to sign. Stamm seconded the motion.

Vote Aye: Unanimous. Motion carried.

#### **D. APPROVAL OF RFP – 2025 ROADWAY UPGRADE SERVICES**

Public Works Director Eggleston requested approval of RFP (request of proposal) for the 2025 Roadway Upgrade Services. 18,860 square yards of pavement on Ash Street and 3<sup>rd</sup> Street have been selected.

Kerstetter inquired what happens if a street is determined to be in such disrepair that a mil and overlay will not solve the issue. Eggleston stated that such a street would need a full depth replacement. Both streets have good bases and a mil and overlay would repair them.

Wilson moved to approve the RFP and authorize staff to collect proposals for Roadway Upgrade Services. Bass seconded the motion. Vote Aye: Unanimous. Motion carried.

#### **E. APPROVAL OF RFP – 2025 WATER WELL SERVICES**

Public Works Director Eggleston requested approval of RFP (request of proposal) for the 2025 Water Well Services. He explained that this will clean and service the City’s three raw water wells. In the past maintenance on the wells were rotated. This will ensure that all wells are ready for the water treatment plant.

Wilson moved to approve the RFP and authorize staff to collect proposals for Water Well Services. Bass seconded the motion. Vote Aye: Unanimous. Motion carried.

**F. ORDINANCE 1418-25; AMEND NUISANCE REGULATIONS**

Comm. Dev. Director Fiedler and Public Safety Director Eggleston presented Ordinance No. 1418-25, which amends the nuisance regulation in City Code. This change requires all property owners to maintain the City ROW, except for where there is an 8-foot or wider multi-use path, which the City would still maintain the ROW. City would be able to bill property owners if necessary Stamm indicated that he would prefer that mowing be contracted out instead of city staff mowing.

Evans moved to approve Ordinance 1418-25 amending the City's nuisance regulations for 1<sup>st</sup> reading. Motion seconded by Kerstetter. Vote Yea: Unanimous. Motion carried.

**CONSENT AGENDA**

A. APPROPRIATION ORDINANCE – JANUARY 21, 2025

B. SENIOR CENTER AGREEMENT WITH SEDGWICK COUNTY

C. ECONOMIC DEVELOPMENT BOARD MINUTES – JANUARY 8, 2025

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

**STAFF REPORTS****COMMUNITY DEVELOPMENT DIRECTOR FIEDLER**

Reminded Council about the upcoming home show beginning January 30<sup>th</sup>. He has a sign in sheet seeking volunteers to work in the booth.

**PARKS AND PUBLIC BUILDING DIRECTOR OWINGS**

Reported that 50 trees have been planted along North Meridian. 30 more trees will be planted later in the spring.

**PUBLIC SAFETY DIRECTOR NEWMAN**

Announced that Bailey Rainwater has been hired for a patrol officer. She will begin training at the academy mid-February, although she is on a cancellation list to begin earlier. Hayden Schwartz began as patrol officer today. Although he is certified, he will undergo approximately 10 weeks of field training with our current officers. Newman also has more applicants working through the process

**PUBLIC WORKS DIRECTOR EGGLESTON**

Eggleston reported that his department was out working the streets due to the snowstorm. He stated that all equipment has been repaired and the brine applicator has been installed.

Work on South Meridian is stopped due to the extreme cold but Pearson expects to be back working at the end of this week.

**CITY ADMINISTRATOR CLARK**

Announced that during a progress meeting work on Meridian is approximately one month behind schedule. That pushes back the closure of 69<sup>th</sup> and Meridian back as well.

**GOVERNING BODY REPORTS-****MAYOR TRUMAN**

Thanked City Staff for all their work and thanked the residents of Valley Center for their patience in getting streets cleared.

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

**ADJOURN -**

**The meeting adjourned at 7:47 PM.**

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

**A. MINUTES:**

**RECOMMENDED ACTION:**

**Staff recommends motion to approve the minutes of January 21, 2025, Regular Council Meeting as presented/ amended.**

**PRESENTATIONS / PROCLAMATIONS**

**PUBLIC FORUM**

**APPOINTMENTS**

**OLD BUSINESS**

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

Community Development Director Fiedler will present Ordinance 1417-25 for 2<sup>nd</sup> reading. The ordinance for final approval does include an additional change requiring a disposition plan for panel as requested.

- Ordinance 1417-25

## ORDINANCE NO. 1417-25

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

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

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

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

### **Section 2. 17.03.35 Solar Energy Conversion Systems.**

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

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

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

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



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

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

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

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

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

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

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

- D. Solar Energy Conversion System Requirements** Solar Energy Conversion Systems (SECS) are allowed in I (Industrial) zoned districts, subject to the following requirements:
1. Compliance with all I zone regulations in Section 17.04.11.
  2. Six-foot fencing around the entire SECS is required, in addition to compliance with all screening and landscaping requirements in Section 17.03.36.
  3. Site Plan Review – A site plan must be submitted for review in accordance with Section 17.12.05. In addition to the requirements of Section 17.12.05, please include;
    - a. Location and spacing of solar devices
    - b. Planned location of underground and overhead lines
    - c. Location of substation facilities, BESF and other facilities
    - d. Disposition plan for panels; when they are damaged, at end of life, or if the facility closes
  4. Engineered Drawings - Building permit applications for SECS, BESS and BESF shall be accompanied by standard drawings of the solar devices and stamped engineered drawings of the device structure, base, footings, and/or foundation as provided by the manufacturer and any building.

5. Compliance with the National Electric Code (NEC) - Applications for SECS shall be accompanied by a line drawing of the electrical components in sufficient detail to allow for a determination that the manner of installation conforms to the most current NEC and article 690, as well as NEC article 706 for a BESS.
6. Compliance with Fire Code— Applications for SECS shall comply with all local, state and federal fire code regulations. SECS that include a BESS shall be accompanied by plans compliant with National Fire Protection Association (NFPA) Standard 885 in addition to all other local, state and federal regulations. At minimum, the following standards apply to the battery energy storage facilities of a system:
  - a. Battery energy storage facility (BESF), including all mechanical equipment, shall be enclosed by a fence with a self-locking gate to prevent unauthorized access unless housed in a dedicated use building;
  - b. The area within 10 feet of each side of a BESF shall be cleared of combustible vegetation and surfaced with gravel or other non-combustible surfacing; and
  - c. Meet the Underwriters Laboratories (UL) 9450A Test Method.
7. Signage for the BESF shall comply with American National Standards Institute Z535 and shall include the type of technology associated with the BESF, whether there are any special hazards, the type of suppression system installed in the area of the BESF and 24-hour emergency contact information. As required by the NEC, disconnection and other emergency management information shall be clearly displayed on a light reflective surface. A clearly visible warning sign concerning voltage shall be placed at the base of all pad-mounted transformers and substations.
8. Utility Notification - No SECS shall be installed until the utility company has been informed of the customer's intent to install an interconnected customer-owner generator.
9. Insurance - Additional insurance beyond the property owners' or homeowners' coverage shall not be required by this regulation.
10. Abandonment – A decommissioning and reclamation plan should be submitted to the City during the permitting process to ensure that facilities are properly removed after their useful life. The plan shall include the following conditions and requirements:
  - a. The decommissioning of a solar array may occur in the event any solar array is not in use for 12 consecutive months unless the City Council approves a request to maintain the facility. If a solar array has not been in use for 12 consecutive months, the City Code Enforcement Officer may issue a notice of abandonment to the owner and the operator. The owner or operator shall have the right to respond to the notice of abandonment within 30 days from the receipt of such notice. The City Code Enforcement Officer may withdraw a notice of abandonment if the owner or the operator provides sufficient information to demonstrate that the system has not been abandoned. Such information may include documentation or certification by the local electric utility, or that the owner or the operator is actively pursuing a plan, including specified steps and a proposed schedule to bring the system back into service. If the City Code Enforcement Officer does not withdraw a notice of abandonment, the owner or the operator shall have one year to complete decommissioning of the system in accordance with the decommissioning and reclamation plan;

- b. the decommissioning and reclamation plan shall include provisions for removal of all structures, foundations, underground wiring and all materials foreign to the site prior to installation of the system, except that any cables that are buried deeper than 36 inches underground may remain on the site if a map of the buried lines is provided to Kansas one-call, and is recorded with the deed of the property containing the buried cables;
  - c. the decommissioning and reclamation plan shall ensure the site will be reclaimed to a useful, nonhazardous condition without delay by providing for the regrading and seeding of the land and revegetation of reclaimed soil areas with crops or native seed mixes;
  - d. the decommissioning and reclamation plan shall include a description of how any changes to the surrounding areas and systems adjacent to the battery energy storage facility, including, but not limited to, structural elements, means of egress, and required fire detection suppression systems, will be protected during decommissioning and approved after the system is removed;
  - e. the decommissioning and reclamation plan shall provide that soil shall be tested following removal of equipment and compared with preliminary soil testing to evaluate any soil contamination to determine whether a remediation program is needed;
  - f. the decommissioning and reclamation plan shall require all concrete and other materials used in the construction of the site to be removed and appropriately discarded in accordance with all solid and hazardous waste regulations;
  - g. the decommissioning and reclamation plan may incorporate agreements with the landowner regarding the decommissioning requirements of such system relating to access roads, fences, gates or repurposed buildings or restoration of agricultural crops or forest resource land; and
  - h. the decommissioning and reclamation plan shall include estimated decommissioning costs and the method for ensuring that financing will be available for such decommissioning and reclamation. The applicant shall provide the basis for the cost estimates and shall include a mechanism for calculating adjusted costs over the life of the project.
11. Concurrent use of Land – A system shall be designed to accommodate concurrent use of the land for livestock grazing, row crops or other agrivoltaics uses or shall contain a diverse array of native grasses and forbs for native habitat under and between the rows of solar devices. The ground around and under the solar devices and the ground in designated buffer areas shall be planted and maintained with perennial vegetated ground cover or agricultural plants that are managed to prevent erosion and runoff.
12. Whenever the SECS and/or the property upon which the WECS is sited are transferred to new ownership, all requirements and responsibilities pertaining to the SECS are transferred to the new ownership.

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

**Section 4. 17.03.41-17.03.99 Reserved.**

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

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

First Reading: January 7, 2025

Second Reading: February 4, 2025

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James E. Truman, Mayor

ATTEST:

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Kristi Carrithers, City Clerk

{SEAL}

**OLD BUSINESS**

**RECOMMENDED ACTION**

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

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommends approval of Ordinance 1417-25 regarding Solar Energy Conversion System for 2<sup>nd</sup> reading.**

**OLD BUSINESS**

**B. ORDINANCE 1418-25; AMEND NUISANCE REGULATIONS:**

Community Development Director Fiedler and Public Works Director will present Ordinance 1418-25 for 2<sup>nd</sup> reading. 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.

**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 4<sup>th</sup> day of February 2025.

First Reading: January 21, 2025

Second Reading: February 4, 2025

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James E. Truman, Mayor

ATTEST:

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Kristi Carrithers, City Clerk

{SEAL}

**OLD BUSINESS**

**RECOMMENDED ACTION**

**B. ORDINANCE 1418-25; AMEND NUISANCE REGULATIONS:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommends motion to approve 2<sup>nd</sup> reading of Ordinance 1418-25 to amend City's nuisance regulation.**



**NEW BUSINESS**

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

Community Development Director Fiedler will present this re-zone for 328 N Birch from R-1B to R-3. The planning and zoning commission recommended approval of this zoning change at their meeting on January 28, 2025, after receiving the staff recommendation for approval and hearing public comment.

- Applicant Letter
- Staff Review
- Ordinance 1419-25

**Jordan Noone/ i2 Investments LLC**

1468 E FallBrook St  
Valley Center, KS, 67147  
i2invest21@gmail.com  
316-734-6273  
12/03/2024

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

Dear Members of the Planning and Zoning Board,

I hope this letter finds you well. I am writing to formally request the rezoning of the property located at **328 N Birch, Valley Center, KS 67147** to an R3 zoning designation. This request is made in consideration of the growing needs of our community and the benefits that this zoning change can bring to the City of Valley Center.

The subject property is well-suited for R3 zoning, which allows for medium-density residential development. Additionally, it is worth noting that there are similar properties near 328 N Birch with comparable zoning and land use, demonstrating that this request is in line with existing neighborhood patterns and compatible with surrounding developments.

Here are the primary reasons why rezoning this property to R3 is beneficial:

**1. Housing Diversity and Affordability:**

R3 zoning permits a mix of residential types, such as duplexes, townhomes, and small apartment buildings. This diversity accommodates a range of housing preferences and income levels, addressing the increasing demand for affordable and accessible housing options in our community.

**2. Efficient Land Use:**

Higher-density residential zoning ensures more efficient use of land resources. It allows the city to accommodate more residents within the same geographic footprint, promoting a balance between urban development and green space preservation.

**3. Support for Local Businesses and Economy:**

Increased population density within R3 zones supports local businesses by boosting the customer base and encouraging further economic investment in the area.

**4. Reduced Urban Sprawl:**

By encouraging medium-density housing, R3 zoning minimizes the need for expansive suburban development, reducing environmental impacts and infrastructure costs associated with urban sprawl.

**5. Community Connectivity:**

Medium-density developments often foster a greater sense of community and connectivity by encouraging walkable neighborhoods and proximity to local amenities, schools, and parks.

Rezoning this property to R3 will align with Valley Center's long-term development goals while enhancing the livability and functionality of the area. We are committed to ensuring that this rezoning request preserves the character and quality of the neighborhood.

Thank you for considering our proposal. We deeply value the opportunity to contribute to the continued growth and vibrancy of Valley Center. Should you require additional information or have any questions, please feel free to contact us at 316-734-6273 or [i2invest21@gmail.com](mailto:i2invest21@gmail.com)

Sincerely,  
Jordan Noone



**Date:** January 28<sup>th</sup>, 2025

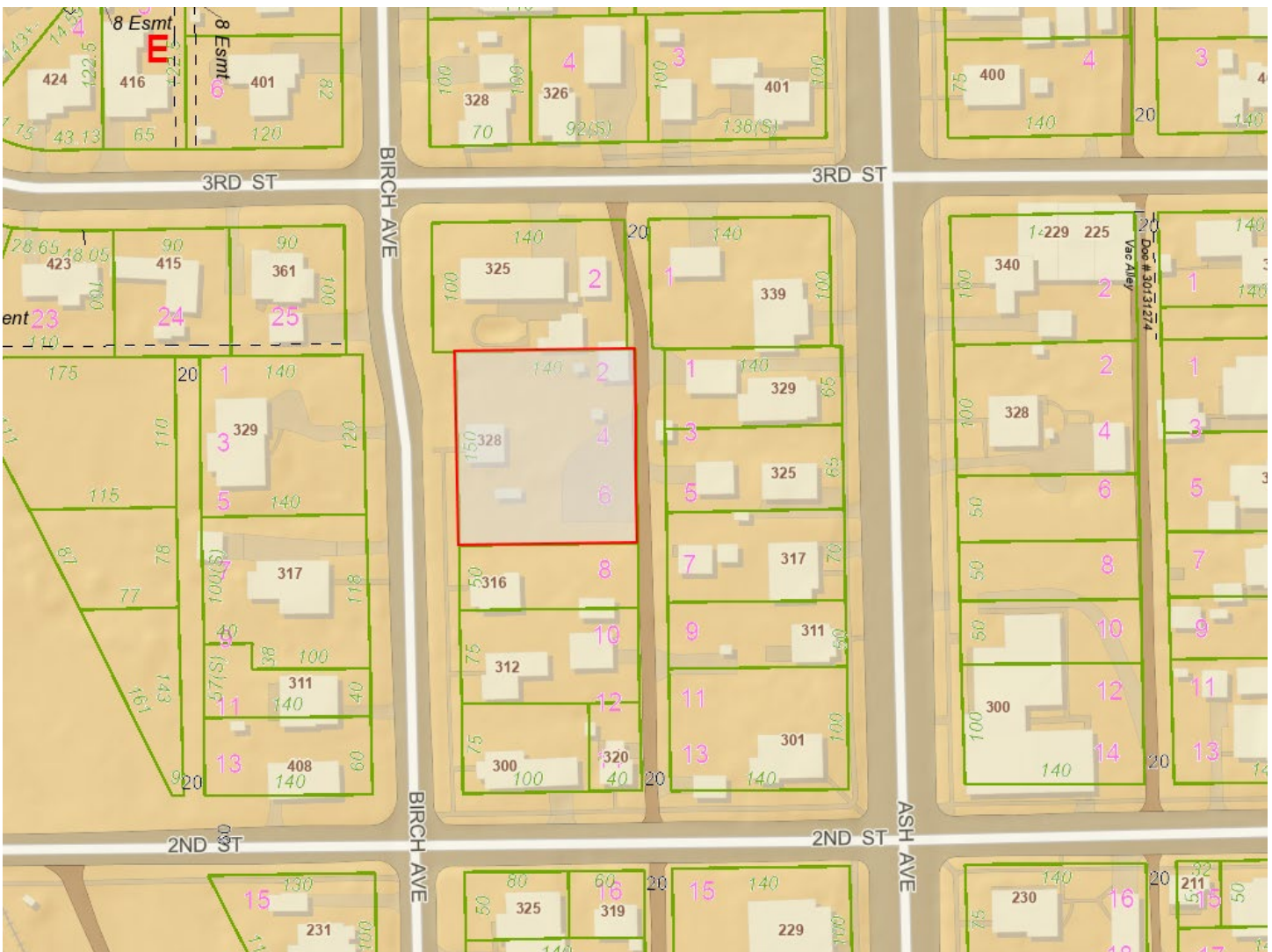
**Present Zoning:** R-1B (Single-Family Residential District)

**Proposed Zoning:** R-3 (Multi-Family Residential District)

**Rezoning Application Case Number:** RZ-2025-01

**Applicant:** I2 Investments LLC

**Property Address:** 328 N Birch Ave, Valley Center, KS 67147 (outlined in red below)



**Applicant's Reasons for Rezoning:** The applicant is requesting a rezoning from R-1B (single-family) to R-3 (multi-family) to demolish the dilapidated single-family structure and build a new multi-family structure. The applicant's request letter is attached to the end of this staff report.

**Review Criteria for a Zoning Amendment per 17.11.01.H** (*criteria in italics*)

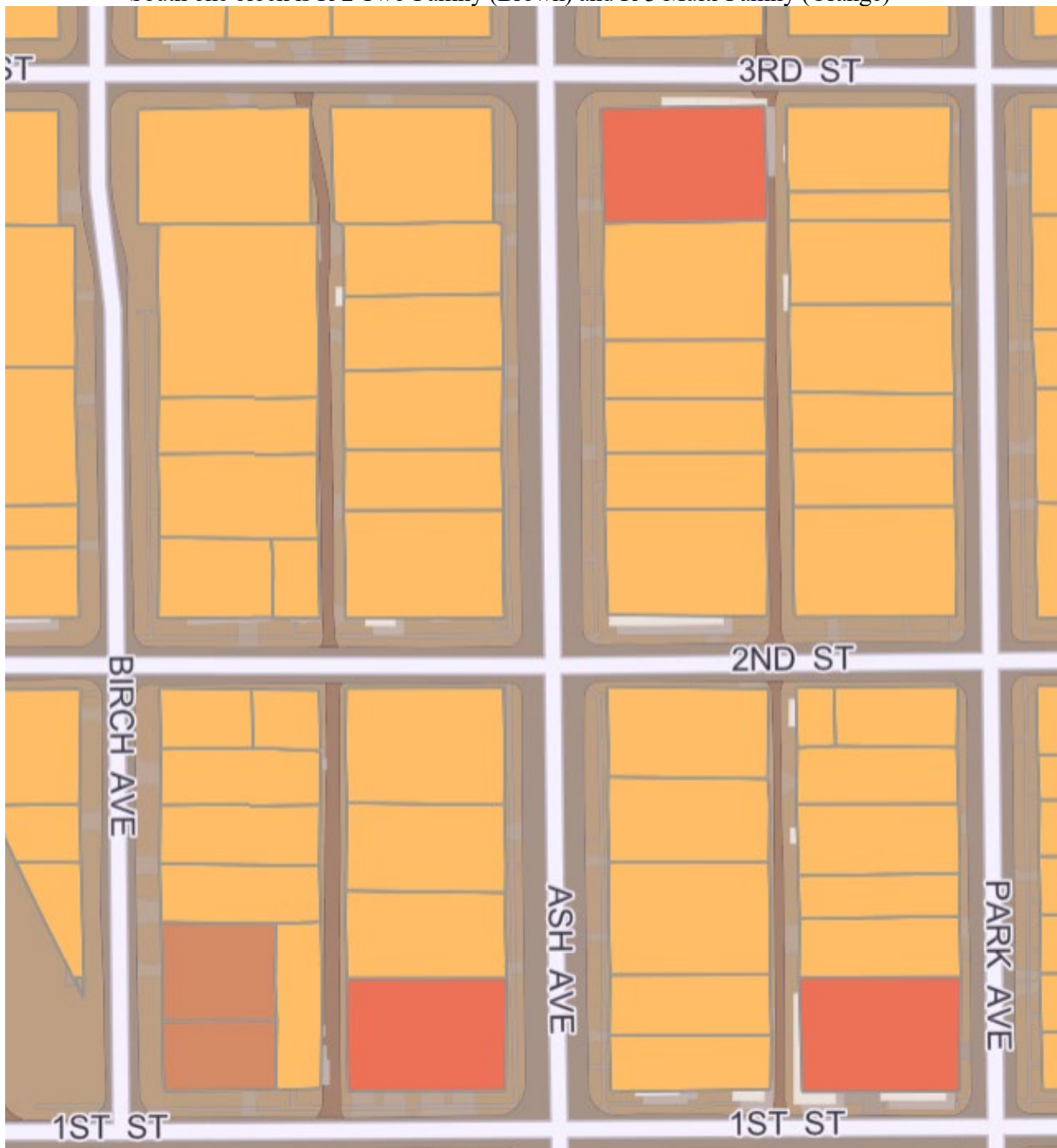
1. *What is the character of the subject property and the surrounding neighborhood in relation to existing uses and their condition?*

The subject property currently consists of a single-family home with a detached 1-car garage. All adjacent lots are R-1B. Within one-block to the east, there is a R-3 zoned lot with two duplexes, within one block to the south, there is a R-2 zoned lot with a duplex currently being constructed and an R-3 lot with a quadplex on it.

2. *What is the current zoning of the subject property and that of the surrounding neighborhood in relationship to the requested change?*

The current zoning of the subject property is R-1B (Single-Family Residential District). The surrounding zoning and land uses are as follows (see map below):

- All adjacent properties are R-1B (Golden-yellow).
- East one block is R-3 Multi-Family (Orange)
- South one block is R-2 Two-Family (Brown) and R-3 Multi-Family (Orange)



3. *Is the length of time that the subject property has remained undeveloped or vacant as zoned a factor in the consideration?*

No

4. *Would the request correct an error in the application of these regulations?*

No

5. *Is the request caused by changed or changing conditions in the area of the subject property and, if so, what is the nature and significance of such changed or changing conditions?*

No, the property is in a residential neighborhood and the applicant wants to keep the property in residential use.

6. *Do adequate sewage disposal and water supply and all other necessary public facilities including street access exist or can they be provided to serve the uses that would be permitted on the subject property?*

Yes, public water, sanitary sewer, paved street, storm sewer and waste services are available to the subject property.

7. *Would the subject property need to be platted or replatted or in lieu of dedications made for rights-of-way, easements, and access control or building setback lines?*

N/A, the subject property has already been platted and does not need to be replatted.

8. *Would a screening plan be necessary for existing and/or potential uses of the subject property?*

No

9. *Is there suitable vacant land or buildings available or not available for development that currently has the same zoning?*

No, the size of this property in an existing residential neighborhood is unique.

10. *If the request is for business or industrial uses, are such uses needed to provide more services or employment opportunities?*

N/A

11. *Is the subject property suitable for the uses in the current zoning to which it has been restricted?*

Yes

12. *To what extent would the removal of the restrictions, i.e., the approval of the zoning request detrimentally affect other property in the neighborhood?*

The rezoning request will not have a negative impact on the surrounding properties. This neighborhood has spot-zoning with multiple types of residential-use properties.

13. *Would the request be consistent with the purpose of the zoning district classification and the intent and purpose of these regulations?*

Yes

14. *Is the request in conformance with the Comprehensive Plan and does it further enhance the implementation of the Plan?*

Yes, the Plan calls for additional housing variety.

*15. What is the nature of the support or opposition of the request?*

- City staff supports this rezoning. The standard public notice was published in *The Ark Valley News* and notices were sent out to surrounding property owners. No responses have been received to date.
- Other public comments in support or opposition will not be known until the public hearing. Any comments received by staff between the day the packet is sent and the hearing will be shared with the Board.

*16. Is there any information or are there recommendations on this request available from professional persons or persons with related expertise which would be helpful in its evaluation?*

No

*17. By comparison, does the relative gain to the public health, safety and general welfare outweigh the loss in value or the hardship imposed upon the applicant by not approving the request?*

No

**City staff recommends approval of this rezoning application.**

**ORDINANCE NO. 1419-25**

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

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

**SECTION 1.** Having received a recommendation from the Valley Center City Planning and Zoning Board on Case No. RZ-2025-01, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of the amended Zoning Regulations of the City as approved by Ordinance No. 1279-14, the zoning district classification of the property legally described herein is changed as follows:

Change of zoning district classification from R-1B (Single Family District) to R-3 (Multi-Family District).

Legal Description: LOTS 2-4-6 AVE. C NOW BIRCH AVE. CITY OF VALLEY CENTER

Legal Address: Currently addressed as 328 N Birch Ave., Valley Center, KS 67147

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

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

**PASSED** by the Governing Body and signed by the Mayor of the City of Valley Center, Kansas, on this 18<sup>th</sup> day of February, 2025.

First Reading: February 4, 2025

Second Reading: February 18, 2025

(SEAL)

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

ATTEST:

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



**NEW BUSINESS**

**RECOMMENDED ACTION**

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

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommend motion to approve for 1<sup>st</sup> reading Ordinance 1419-25 to re-zone 328 N. Birch from R-1B to R-3.**

**NEW BUSINESS**

**B. APPROVAL OF AGREEMENT -VALLEY CENTER RECREATION  
COMMISSION:**

City Administrator Clark and Blake Peniston, VCRC Director will present agreement for the Valley Center Recreation Center.

- Lease Agreement

## RECREATION CENTER LEASE AGREEMENT

THIS LEASE AGREEMENT IS MADE AND ENTERED INTO ON \_\_\_\_\_, 20\_\_\_\_, between the CITY OF VALLEY CENTER, KANSAS, a Kansas municipality, referred to as "CITY," and VALLEY CENTER RECREATION COMMISSION, a Recreation Commission organized under Kansas Law, referred to as "VCRC."

WHEREAS, the City of Valley Center is the owner of real estate on which is situated a newly constructed Recreation Center ("Rec Center"), in which community recreation services will be provided

WHEREAS, the parties desire to memorialize their agreement regarding the premises ("Premises") to be leased, more specifically described as:

(DESCRIPTION)

WHEREAS, the parties further wish to memorialize their agreements regarding financing and management of the Rec Center;

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

1. LEASE. The Lessor, in consideration of the sum of One Dollar (\$1.00) the services to be rendered, and the mutual covenants contained herein, hereby rents and leases to the Lessee, and the Lessee hereby rents and leases from the Lessor, the following-described premises and property situated in Sedgwick County, Kansas, to-wit:
2. TERM. The term of this lease is twenty-four (24) months commencing on the 4 day of February, 2025, and expiring twenty-four (24) months thereafter on the 4 day of February, 2027. Prior to January 1, 2027, VCRC may extend the term of this lease for an additional ten (10) years, ending December 31, 2037, by delivering to City a written election to extend. The parties anticipate continuing agreement on extension of the term of the lease as long as bond indebtedness of the City exists (as further described in Section 3) with regard to construction of the Rec Center facility. At any time during the term of this lease or any extension thereof, VCRC may terminate this agreement, with or without cause, upon 6 months' written notice to City. In the event of termination, any prepaid rent shall be forfeited to City as an administration fee.
3. AMOUNT OF RENT. VCRC shall pay One Dollar (\$1.00) each July 1 in advance to the City during the term of this agreement as rent.

As additional rent, VCRC will assist and participate in with the City with certain payments related to bond indebtedness owed by the City.

4. INSURANCE.

- A. VCRC shall cause the Rec Center to be continuously insured against loss for all risks in an amount equal to the full insurable value of the Rec Center and shall carry public liability insurance in an amount not less than the maximum liability of a governmental entity for claims arising out of a single

occurrence by the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, as the same may from time to time be amended.

- B. The VCRC shall indemnify, protect, defend and save the City harmless from and against any and all claims, demands, liabilities and costs, including attorney's fees, arising from damage or injury, actual or claimed, of whatsoever kind or character to property or persons, occurring or allegedly occurring in, on or about the Rec Center during the term of this Lease or any extension thereof. Upon timely written notice from the City, the VCRC shall defend the City in any action or proceeding brought thereon; provided, that nothing contained herein shall be construed to require the VCRC to indemnify the City for any claim resulting from an act or omission of the City or any of its officers, employees or agents.
  - C. In the event the Rec Center is damaged or destroyed by fire or other casualty during the term of this Lease, the Rec Center shall be reconstructed, repaired or restored by the VCRC to a condition substantially identical to that in which it existed immediately prior to such casualty. All rent payments due the City hereunder shall continue while the Rec Center is being repaired and restored.
5. ALTERATIONS. This agreement is subject to the limitation that no substantial portion of the building on the demised premises shall be demolished or removed by Lessee without the prior, express, and written consent of Lessor. Lessee may at any time during the lease term, subject to conditions set forth below and at its own expense, make any alterations, additions, or improvements in and to the demised premises and the building. Alterations shall be performed in a satisfactory manner and shall not weaken or impair the structural strength, or lessen the value, of the building on the demised premises, or change the purposes for which the building, or any part of the building, may be used.

Conditions with respect to alterations, additions, or improvements are as follows:

Before commencement of any work, all plans and specifications shall be filed with and approved by all governmental departments or authorities having

jurisdiction and any public utility company having an interest in such matters, and all work shall be done in accordance with the requirements of local regulations.

All alterations, additions, and improvements on or in the demised premises at the commencement of the term, and which may be erected or installed during the term, shall become part of the demised premises and the sole property of Lessor, except that all moveable fixtures installed by Lessee shall be and remain the property of Lessee, and any item, which, at the time of installation or commencement of this lease is designated as its separate property by Lessee in writing directed to Lessor.

6. PUBLIC UTILITIES. VCRC will pay public utility charges of the Rec Center for water, gas, electricity and refuse collection.
7. USER FEES.
  - A. The VCRC will assess a reasonable user fee, as determined by VCRC, to partially defray the cost of operations. The VCRC will review these fees every year to determine if these fees need to be retained at the current level or increased.
  - B. The VCRC will provide patching and replacement and repair to roof leaks and other leakage that may occur in all buildings leased hereunder; provided however, patching and repair to roof leaks that may occur do not exceed 20% of the cost of replacement to the roof covering, in any single calendar year.
  - C. The VCRC will cover all costs regarding the repair and maintenance for the heating and air conditioning systems, and roof repairs except as described in the preceding paragraph.
  - D. The parties will continue to cooperate with regard to operations of the municipal swimming pool.
8. INSPECTION. VCRC shall permit City or a representative to enter the Leased Property at any reasonable time during usual business hours for the purpose of inspection and the performance of any work therein made necessary by reason of VCRC's default under any of the provisions of this agreement.
9. COMPLIANCE WITH LEGAL REQUIREMENTS. VCRC shall during the term promptly comply with all valid statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities now or hereafter applicable to the City, the Leased Property, or the adjoining public ways as to the manner of use or the condition of Leased Property or the adjoining public ways.

10. REPAIRS AND MAINTENANCE. Except as set out in Section 7, VCRC shall keep the Leased Property in good condition and repair during the term and any extension and upon expiration or termination shall surrender the Leased Property to City in as good a condition as the commencement date of this Lease, ordinary wear and tear excepted.

11. WORK BY VCRC ON THE LEASED PROPERTY. VCRC will document all major repairs or maintenance performed on the building.

12. DESTRUCTION OF PREMISES.

A. In the event of a partial destruction of the premises during the term of this Lease Agreement from any cause, Lessor shall repair such damage within a reasonable time. Any partial destruction shall neither annul nor void this Lease Agreement.

B. Should the building in which the demised premises are situated be destroyed to the extent of not less than fifty percent (50%) of the replacement cost, this Lease Agreement shall be terminated.

13. DEFAULT OR BREACH.

A. Each of the following events shall constitute a default or breach of this Lease Agreement by Lessee:

- 1) Failure to pay rent when due;
- 2) Failure to perform or comply with any of the conditions of this Lease Agreement and if the nonperformance shall continue for a period of thirty (30) days after notice of nonperformance given by Lessor to Lessee;
- 3) Abandonment of the demised premises;
- 4) If this Lease Agreement shall be transferred to or shall pass to or devolve on any other person or party, except in the manner permitted in this Lease Agreement.

B. Each of the following events shall constitute a default or breach of this Lease Agreement by Lessor:

- 1) Failure to perform or comply with any of the conditions of this Lease Agreement and if the nonperformance shall continue for a period of thirty (30) days after notice of nonperformance given by Lessee to Lessor;

- 2) If Lessor shall fail to provide possession of the demised premises during the term of the Agreement.

14. NOTICES. All notices, demands and requests, which may or are required, to be given by either party to the other shall be in writing. Whenever practical, a copy of the mailed notice shall be sent by electronic or facsimile transmission to the party being notified at or prior to the time of mailing. Notices required hereunder shall be provided to City Administrator on behalf of City, and the Director of Recreation of VCRC.
15. HOLDOVER AFTER EXPIRATION. If VCRC continues in possession of the Leased Property after the expiration of this agreement or any extension or renewal hereof, without having renewed the same or without having entered into a new lease, VCRC shall thereafter be deemed lessee on a month-to-month basis until the lease is expressly renewed or terminated upon sixty (60) days written notice to the other party.
16. ASSIGNMENT – SUBLEASE. This lease is not assignable, voluntarily or by operation of law, and the property may not be subleased without permission in writing from City, which permission will not unreasonably be denied; however, VCRC may enter into use agreements for portions of the Leased Property for events or other short periods of time in the ordinary course of its operation of the Leased Property as public recreational facilities. Any modification of this Lease Agreement or additional obligation assumed by either party in connection with this Lease Agreement shall be binding only if evidenced in a writing signed by each party. Rights under this Agreement may not be assigned by either party without the written consent of the other.
17. PROVISIONS BINDING. The covenants and agreements contained herein are binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives and successors.
18. PERIODIC MEETINGS. The parties agree to meet at least annually for the purpose of strategic planning, and a review of their cooperative work together.
19. APPLICABLE LAW. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.
20. TIME OF THE ESSENCE. It is specifically declared that time is of the essence in all provisions of this Lease Agreement.
21. PARAGRAPH HEADINGS. The titles to the paragraphs of this Lease Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Lease Agreement.

CITY OF VALLEY CENTER, KANSAS  
COMMISSION

VALLEY CENTER RECREATION

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

Attest:

By: \_\_\_\_\_  
City Clerk

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

Attest:

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



**NEW BUSINESS**

**RECOMMENDED ACTION**

**B. APPROVAL OF AGREEMENT -VALLEY CENTER RECREATION  
COMMISSION:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommend motion to approve Lease Agreement with Valley Center  
Recreation Commission and City of Valley Center.**

**NEW BUSINESS**

**C. WASTE CONNECTIONS AGREEMENT – 2025 RATES:**

The agreement between the City of Valley Center and Waste Connections allows a two (2%) increase. Hershel West with Waste Connections will be in attendance to report on service and answer questions from the Council.

- Letter from Waste Connections

**Presentation and Discussion Only**

**No action from Council needed**



City of Valley Center, Ks.  
Brent Clark  
City Administrator

January 22, 2025

Dear Brent,

We at Waste Connections appreciate the opportunity to service the trash hauling needs of the City of Valley Center. We value this business relationship we have developed over the past two years and look forward to continuing this relationship into the future. Per the current Agreement, Waste Connections would like to give you a friendly reminder we are allowed a two percent (2%) increase effective February 1, 2025.

Waste Connections would like to remind the City of Valley Center to review the rate changes listed below of the two percent (2%) increase to trash and recycle services.

	<u>Feb 2024 Rate</u>	<u>Feb 2025 Rate</u>
Single Family 1-95-gallon trash cart service weekly & 1-95 gallon recycle cart serviced every other week.	\$17.52 per mo.	<b>\$17.87 per mo.</b>
Additional 1-95-gallon trash cart.	\$9.56 per mo.	<b>\$9.76 per mo.</b>
Additional 1-95-gallon recycle cart.	\$9.56 per mo.	<b>\$9.76 per mo.</b>

Once again, we would like to thank you for your community's support. Please feel free to call me if you have any questions or concerns.

Sincerely,

Herschel West  
Waste Connections of Ks, Inc.  
Municipal & Government Contract Representative  
Email: [herschel.west@wasteconnections.com](mailto:herschel.west@wasteconnections.com)  
Office: 316-838-4973  
Cell: 316-253-8023

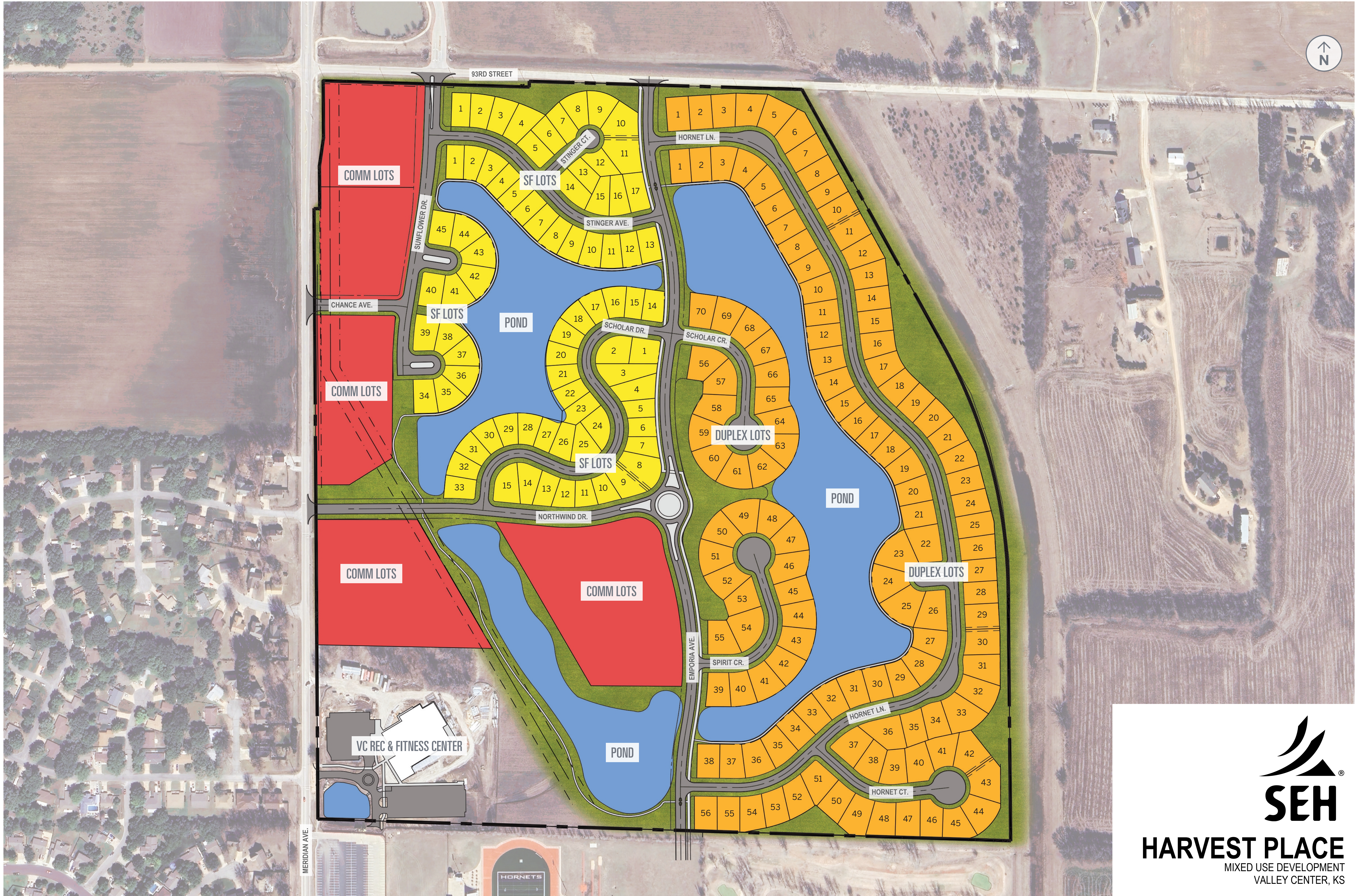
**NEW BUSINESS**

**D. RESOLUTION 774-25; HARVEST PLACE DRAINAGE AUTHORITY:**

Jake Vasa, SEH and representative from Gilmore and Bell will present information and Resolutions to authorize improvements to Harvest Place. The improvements will include Drainage, Paving, Sewer and Water.

- Rendering
- Petition Map
- Resolution 774-25





**HARVEST PLACE**  
MIXED USE DEVELOPMENT  
VALLEY CENTER, KS





Gilmore & Bell, P.C.  
01/24/2025

(Published in *The Ark Valley News* on February 13, 2025)

## RESOLUTION NO. 774-25

### **A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF VALLEY CENTER, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (DRAINAGE IMPROVEMENTS-PHASE 2/HARVEST PLACE).**

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

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

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

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

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

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

(b) The estimated or probable cost of the proposed Improvements is: \$900,000; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

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

Lot 1, Block A; Lots 14-46, Block B; Lots 1-15, Block C; Lots 14-70, Block D; Lots 17-56, Block E; and Lot 3, Block F, all in Harvest Place, an Addition to Valley Center, Sedgwick County, Kansas.

(d) The method of assessment is based on a fractional basis as described below:

Lots 14-45, Block B, all in Harvest Place, an addition to Valley Center, Kansas: each lot shall pay 1.0 share.

Lots 1-15, Block C, all in Harvest Place, an addition to Valley Center, Kansas: each lot shall pay 1.0 share.

Lots 14-70, Block D, and Lots 17-56, Block E, all in Harvest Place, an addition to Valley Center, Kansas: each lot shall pay 1.2 shares.

Lot 1, Block A, Lot 46, Block B, and Lot 3, Block F, all in Harvest Place, an addition to Valley Center, Kansas: each lot shall pay 3.0 shares.

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

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

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

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

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

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**ADOPTED** by the governing body of the City on February 4, 2025.

(SEAL)

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

Name: James E. Truman

Title: Mayor

ATTEST:

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

Name: Kristi Carrithers

Title: City Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on February 4, 2025, as the same appears of record in my office.

DATED: February 4, 2025.

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

Name: Kristi Carrithers

Title: City Clerk

**NEW BUSINESS**

**RECOMMENDED ACTION**

**D. RESOLUTION 774-25; HARVEST PLACE DRAINAGE AUTHORITY:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommend approval of Resolution 774-25 which authorizes drainage improvements to Harvest Place.**

**NEW BUSINESS**

**E. RESOLUTION 775-25; HARVEST PLACE PAVING AUTHORITY:**

- Resolution 775-25

Gilmore & Bell, P.C.  
01/24/2025

(Published in *The Ark Valley News* on February 13, 2025)

## RESOLUTION NO. 775-25

### **A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF VALLEY CENTER, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS-PHASE 2/HARVEST PLACE).**

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

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

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

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

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

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

(b) The estimated or probable cost of the proposed Improvements is: \$4,000,000; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

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

Lot 1, Block A; Lots 14-46, Block B; Lots 1-15, Block C; Lots 14-70, Block D; Lots 17-56, Block E; and Lot 3, Block F, all in Harvest Place, an Addition to Valley Center, Sedgwick County, Kansas.

(d) The method of assessment is based on a fractional basis as described below:

Lots 14-45, Block B, all in Harvest Place, an addition to Valley Center, Kansas: each lot shall pay 1.0 share.

Lots 1-15, Block C, all in Harvest Place, an addition to Valley Center, Kansas: each lot shall pay 1.0 share.

Lots 14-70, Block D, and Lots 17-56, Block E, all in Harvest Place, an addition to Valley Center, Kansas: each lot shall pay 1.2 shares.

Lot 1, Block A, Lot 46, Block B, and Lot 3, Block F, all in Harvest Place, an addition to Valley Center, Kansas: each lot shall pay 3.0 shares.

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

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

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the governing body of the City on February 4, 2025.

(SEAL)

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

Name: James E. Truman

Title: Mayor

ATTEST:

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

Name: Kristi Carrithers

Title: City Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on February 4, 2025, as the same appears of record in my office.

DATED: February 4, 2025.

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

Name: Kristi Carrithers

Title: City Clerk

**NEW BUSINESS**

**RECOMMENDED ACTION**

**E. RESOLUTION 775-25; HARVEST PLACE PAVING AUTHORITY:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommended approval of Resolution 775-25 which authorizes Paving improvements to Harvest Place.**

**NEW BUSINESS**

**F. RESOLUTION 776-25; HARVEST PLACE SEWER AUTHORITY:**

- Resolution 776-25



Gilmore & Bell, P.C.  
01/24/2025

(Published in *The Ark Valley News* on February 13, 2025)

**RESOLUTION NO. 776-25**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF VALLEY CENTER, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS-PHASE 2/HARVEST PLACE).**

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

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

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

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

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

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

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

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

Lot 1, Block A; Lots 14-46, Block B; Lots 1-15, Block C; Lots 14-70, Block D; Lots 17-56, Block E; and Lot 3, Block F, all in Harvest Place, an Addition to Valley Center, Sedgwick County, Kansas.

(d) The method of assessment is based on a fractional basis as described below:

Lots 14-45, Block B, all in Harvest Place, an addition to Valley Center, Kansas: each lot shall pay 1.0 share.

Lots 1-15, Block C, all in Harvest Place, an addition to Valley Center, Kansas: each lot shall pay 1.0 share.

Lots 14-70, Block D, and Lots 17-56, Block E, all in Harvest Place, an addition to Valley Center, Kansas: each lot shall pay 1.2 shares.

Lot 1, Block A, Lot 46, Block B, and Lot 3, Block F, all in Harvest Place, an addition to Valley Center, Kansas: each lot shall pay 3.0 shares.

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

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

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the governing body of the City on February 4, 2025.

(SEAL)

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

Name: James E. Truman

Title: Mayor

ATTEST:

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

Name: Kristi Carrithers

Title: City Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on February 4, 2025, as the same appears of record in my office.

DATED: February 4, 2025.

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

Name: Kristi Carrithers

Title: City Clerk

**NEW BUSINESS**

**RECOMMENDED ACTION**

**F. RESOLUTION 776-25; HARVEST PLACE SEWER AUTHORITY:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommend approval of Resolution 776-25 which authorizes Sewer improvements to Harvest Place.**

**NEW BUSINESS**

**G. RESOLUTION 777-25; HARVEST PLACE WATER AUTHORITY:**

- Resolution 777-25

Gilmore & Bell, P.C.  
01/24/2025

(Published in *The Ark Valley News* on February 13, 2025)

# **RESOLUTION NO. 777-25**

## **A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF VALLEY CENTER, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER IMPROVEMENTS-PHASE 2/HARVEST PLACE).**

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

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

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

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

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

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

(b) The estimated or probable cost of the proposed Improvements is: \$1,200,000; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

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

Lot 1, Block A; Lots 14-46, Block B; Lots 1-15, Block C; Lots 14-70, Block D; Lots 17-56, Block E; and Lot 3, Block F, all in Harvest Place, an Addition to Valley Center, Sedgwick County, Kansas.

(d) The method of assessment is based on a fractional basis as described below:

Lots 14-45, Block B, all in Harvest Place, an addition to Valley Center, Kansas: each lot shall pay 1.0 share.

Lots 1-15, Block C, all in Harvest Place, an addition to Valley Center, Kansas: each lot shall pay 1.0 share.

Lots 14-70, Block D, and Lots 17-56, Block E, all in Harvest Place, an addition to Valley Center, Kansas: each lot shall pay 1.2 shares.

Lot 1, Block A, Lot 46, Block B, and Lot 3, Block F, all in Harvest Place, an addition to Valley Center, Kansas: each lot shall pay 3.0 shares.

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

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

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the governing body of the City on February 4, 2025.

(SEAL)

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

Name: James E. Truman

Title: Mayor

ATTEST:

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

Name: Kristi Carrithers

Title: City Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on February 4, 2025, as the same appears of record in my office.

DATED: February 4, 2025.

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

Name: Kristi Carrithers

Title: City Clerk



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

**G. RESOLUTION 777-25; HARVEST PLACE WATER AUTHORITY:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommend approval of Resolution 777-25 which authorizes water improvements to Harvest Place.**

**NEW BUSINESS**

**H. APPROVAL OF DESIGN AGREEMENT BETWEEN SEH AND CITY  
OF VALLEY CENTER – HARVEST PLACE PHASE II:**

Jake Vasa will present 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

- Agreement for professional services with SEH

## Agreement for Professional Services

This Agreement is effective as of January 13, 2025, between City of Valley Center (Client) and Short Elliott Hendrickson Inc. (Consultant).

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

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

**Project Manager:** Jake Vasa  
**Address:** 15750 West Dodge Road, Suite 304, Omaha, Nebraska 68118  
**Telephone:** 402.480.4096 **email:** jvasa@sehinc.com

**Project Description:** The project area is an approximate 130 acre site, and is located at the southeast corner of Meridian Avenue and 93<sup>rd</sup> Street in the City of Valley Center, Kansas. The proposed development design will include; grading, paving, water main, sanitary sewer main, and drainage. A bid package will be developed for the entire scope of work.

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

***Task 1: Construction Documents (Paving, Storm Sewer, Sanitary Sewer, and Water Main improvements for Phase II area)***

- Develop refined grading plan for the Phase II area of the property
- Develop roadway alignment and typical sections for all streets
- Develop storm sewer routing, outlet structures, and design in accordance with the approved drainage plan for this development.
- Provide water main plans and connections to the existing water system
- Develop sanitary sewer routing and design – connection on the east side of the site.
- Submit Final Plans for City staff and County review, which shall include the following:
  - Title sheet
  - Notes sheet
  - Typical section sheet
  - Details sheets
  - Control sheet
  - Site Grading Plans
  - Site Grading Heat map
  - Site Erosion Control & Stabilization plans
  - Sanitary Sewer Plan & Profile sheets
  - Water Main Plan & Profile sheets
  - Roadway Plan & Profile sheets
  - Storm sewer Plan & Profile sheets
  - Roadway Cross-sections sheets
- Provide project specifications & bid documents
- Send plans to local utility companies for review and relocation coordination, as necessary
- Send plans to City of Valley Center for review and comment, and make revisions as necessary
- Send plans to Kansas Dept. of Health and Environment (KDHE) for review and permitting

- Provide Final Opinion of Cost for Sanitary, Water, Street, and Drainage for Special Assessment Petitions
- Make final revisions and incorporate comments from City staff and KDHE from Final Plans review

**Not included:**

- Site or Pad Design
- Construction administration
- Turn Lane design
- Landscape plan
- Construction Staking

**Schedule:** Design is anticipated to take up to 16 weeks for the Construction Documents submittal to city for review, and reviews and resubmittals can take another 3 weeks. Once approved by the City and County, permitting will begin and within 3 weeks the project can solicit bids.

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

**Payment:** The lump sum fee, including expenses and equipment (mileage and lodging), **\$483,200.**

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

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

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

**Short Elliott Hendrickson Inc.**

**City of Valley Center**

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



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

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

JAKE VASA

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

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

PROJECT MANAGER

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

**Exhibit A-2**  
**to Agreement for Professional Services**  
**Between City of Valley Center (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated January 13, 2025**

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

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

**A. Lump Sum Basis Option**

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

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

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

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

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

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

## General Conditions of the Agreement for Professional Services

### SECTION I – SERVICES OF CONSULTANT

#### A. General

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

#### B. Schedule

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

#### C. Additional Services

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

#### D. Suspension and Termination

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

### SECTION II – CLIENT RESPONSIBILITIES

#### A. General

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

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

3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.

4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.

5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.

7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

### SECTION III – PAYMENTS

#### A. Invoices

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

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

## **SECTION IV – GENERAL CONSIDERATIONS**

### **A. Standards of Performance**

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

### **B. Indemnity for Environmental Issues**

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

### **C. Limitations on Liability**

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

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

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

### **D. Assignment**

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

### **E. Dispute Resolution**

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

## **SECTION V – INTELLECTUAL PROPERTY**

### **A. Proprietary Information**

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

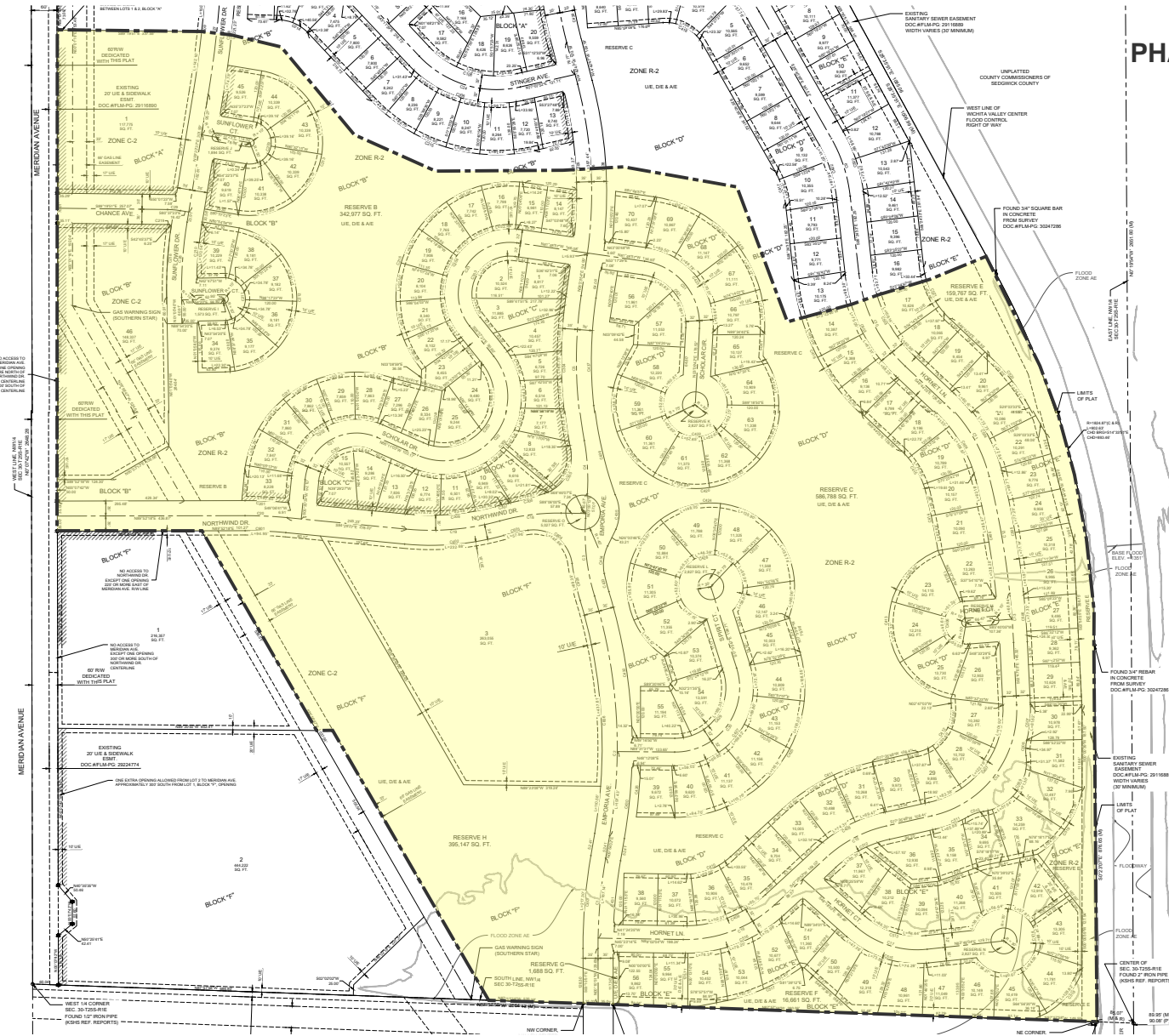
### **B. Client Use of Instruments of Service**

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

### **C. Reuse of Documents**

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

**HARVEST PLACE  
PHASE II PETITION MAP**  
VALLEY CENTER, KS



NOTE: THIS PETITION MAP IS FOR  
PAVING, SANITARY SEWER,  
WATER, AND STORM SEWER.



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

**H. APPROVAL OF DESIGN AGREEMENT BETWEEN SEH AND CITY  
OF VALLEY CENTER – HARVEST PLACE:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommend motion to approve Professional Agreement with SEH for the Harvest Place Phase II Design and authorize Mayor or City Administrator to sign.**

**NEW BUSINESS**

**I. RESOLUTION 778-25; APPROVAL OF INTRA-FI AGREEMENT WITH PEOPLES BANK:**

Finance Director Miller will present for IntraFI investment option with Peoples Bank. He will present resolution to open IntraFI accounts with Peoples Bank. With approval of Resolutions, a second motion to name the authorized signers is needed.

- Resolution 778-25
- Intra Fi Agreement with Peoples Bank

## **RESOLUTION 778-25**

### **A RESOLUTION AUTHORIZING THE EXPANSION OF INVESTMENT OPTIONS OFFERED THROUGH PEOPLES BANK FOR THE CITY OF VALLEY CENTER, KANSAS.**

**BE IS RESOLVED BY THE GOVERNING BODY OF THE CITY OF VALLEY CENTER, KANSAS THAT:**

**WHEREAS**, City desires to have a new investment options for their bank account fund interest and/or interest on excess Bond funds.

**WHEREAS**, Peoples Bank will provide an investment product option to the City called IntraFI.

**WHEREAS:** The City Council of the City of Valley Center authorizes the agreement between the City and Peoples Bank for IntraFI accounts.

**WHEREAS:** All funds are daily liquid. All funds placed in IntraFI can be sold and returned to the City on any given business day.

**WHEREAS:** Interest shall be calculated using an Actual/Actual day count convention and credited monthly with final payment of maturity.

**WHEREAS:** This Agreement shall be open ended. Either party may terminate the agreement with written notice to the other party.

**WHEREAS:** Authority is granted to Finance Director/Treasurer, City Administrator and Valley Center Mayor to act on behalf of the City. These signers shall have authority to perform the following activities.

**Section 1.** Account Opening and Maintenance; Peoples Bank hereby offers City. a revocable, nonexclusive IntraFi investment option. A new IntraFi account will be opened on behalf of City.

**Section 2.** Make Deposits; A new IntraFi account will be opened on behalf of City that allows for transfers to/from the City's main bank account.

**Section 3.** Make Withdrawals; Make withdrawals from the account in any manner permitted by the account.

**Section 4.** Transfer Funders; The City authorizes the Bank to use funds transferred into this account to be invested in banks across America up to a \$250,000 limit per bank account. All deposited funds per bank up to \$250,000 are fully FDIC guaranteed by the US government.

**Section 5.** Approve, Endorse, Guarantee and Identify Payees; Approve, endorse, guarantee, and identify the endorsement of any payee or endorse on any negotiable instrument, check, draft, or order for the payment of money

**Section 6.** Delegate Authority; Delegate to others the authority to approve, endorse, guarantee, and identify the endorsement of any payee or endorse on any negotiable instrument, check, draft, or order for the payment of money and to guarantee the payment of any such negotiable instrument, check, draft or order for the payment of money.

**ADOPTED** this 4 th day of February 2025 and **signed** by the Mayor.

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Mayor

Attested

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City Clerk



## ICS Deposit Placement Agreement

You, the undersigned, enter into this ICS Deposit Placement Agreement ("*Agreement*") with the following financial institution ("*we*" or "*us*"):

Peoples Bank and Trust

This Agreement states the terms and conditions on which we will endeavor to place deposits for you at depository institutions through ICS®, the IntraFi Cash Service® of IntraFi LLC ("*IntraFi*").

### 1. Deposit Placement

(a) Subject to the terms and conditions of this Agreement, we will act as your agent in placing deposits for you through ICS. Schedule 1 describes the procedure by which we will place deposits for you through ICS. Schedule 2 describes the account type and placement feature that we will use.

(b) Each depository institution at which deposits may be placed through ICS ("*Destination Institution*") will be one at which deposit accounts are insured by the Federal Deposit Insurance Corporation ("*FDIC*") up to the FDIC standard maximum deposit insurance amount ("*SMDIA*") of \$250,000.

(c) **A LIST IDENTIFYING INTRAFI NETWORK BANKS, WHICH ARE FDIC-INSURED DEPOSITORY INSTITUTIONS, APPEARS AT [HTTPS://WWW.INTRAFI.COM/NETWORK-BANKS](https://www.intrafi.com/network-banks). CERTAIN CONDITIONS MUST BE SATISFIED FOR "PASS-THROUGH" FDIC DEPOSIT INSURANCE COVERAGE TO APPLY.** IntraFi network banks may be added or removed without notice. As described below, you may designate any Destination Institution as ineligible to receive your funds.

(d) Subject to the terms and conditions of this Agreement, when we place deposits in a deposit account at a Destination Institution for your funds placed through ICS ("*Deposit Account*"), the amount of our outstanding placements for you at the Destination Institution through ICS and through CDARS®, the Certificate of Deposit Account Registry Service®, will not exceed \$250,000.

(e) On the signature page of this Agreement, you will enter a unique alphanumeric identifier for you ("*Depositor Identifier*"). You will enter your federal taxpayer identification number ("*TIN*") as your Depositor Identifier, unless you do not have a TIN, in which case you will enter an alternate identifier that we approve.

(f) You will use the same Depositor Identifier for all placement of deposits for you through ICS or CDARS by us or any other institution.

(g) Deposits that we place for you in Deposit Accounts will be "deposits," as defined by federal law, at the Destination Institutions.

(h) Each Deposit Account, including the principal balance and the accrued interest, will be a deposit obligation solely of the Destination Institution at which it is held. It will not be a deposit obligation of us or of any other person or entity.

### 2. Agency and Custodial Relationship

(a) We will act as your agent in placing deposits for you through ICS. Under a separate agreement with you that grants us custodial powers ("*Custodial Agreement*"), we will also act as your custodian for the Deposit Accounts. The Bank of New York Mellon ("*BNY*") provides services that support deposit placement through ICS, including acting as our sub-custodian.

(b) As your custodian, we will open on our records, either directly or with the assistance of BNY, a custodial account in which we will hold your interests in the Deposit Accounts ("*Custodial Account*"). We may permit you to have multiple Custodial Accounts.

(c) Each Deposit Account will be recorded (i) on the records of a Destination Institution in the name of BNY, as our sub-custodian, (ii) on the records of BNY in our name, as your custodian, and (iii) on our records in your name. The recording will occur in a manner that permits the Deposit Account to be FDIC-insured to the same extent as if it were recorded on the records of a Destination Institution in your name.

(d) For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, the Deposit Accounts and all your security entitlements and other related interests and assets with respect to the Deposit Accounts, and we will treat you as entitled to exercise the rights that constitute the Deposit Accounts.





(e) All interests that we hold for the Deposit Accounts will be held by us only as your securities intermediary and will not be our property. You will be the owner of the funds in the Deposit Accounts and any interest on those funds.

(f) You may terminate the custodial relationship between you and us at any time. You may not transfer the Deposit Accounts to another custodian, but you may dismiss us as your custodian for a Deposit Account and request that it be recorded on the records of the Destination Institution in your name.

(g) We will endeavor to cause any request from you pursuant to Section 2(f) to be promptly forwarded to the Destination Institution. Each Destination Institution has agreed that it will promptly fulfill any such request, subject to its customer identification policies and other account opening terms and conditions.

(h) If a Deposit Account has been recorded on the records of a Destination Institution in your name pursuant to this Section 2, you will be able to enforce your rights in the Deposit Account directly against the Destination Institution, but we will no longer have any custodial responsibility for it and you will not be able to enforce any rights against the Destination Institution through us.

(i) If we were to become insolvent, our receiver or other successor in interest could transfer custody of the Deposit Accounts, and our rights and obligations under this Agreement, to a new custodian. Alternatively, you could exercise your right to have the Deposit Accounts recorded on the records of the Destination Institutions in your name pursuant to this Section 2.

### 3. Interest Rate

(a) The interest rate for the Deposit Accounts at Destination Institutions ("*Interest Rate*") will be the then-current rate that we specify, which may be any rate (including zero) and which we may modify at any time. Interest compounds daily. Through your continued participation in ICS, you accept each applicable Interest Rate.

(b) If we permit you to have more than one Custodial Account, we may specify a different Interest Rate for each Custodial Account.

(c) Payment of the full amount of all accrued interest on a Deposit Account at a Destination Institution will be solely the responsibility of the Destination Institution. Neither we nor any other person or entity will be indebted to you for such payment.

### 4. Placement Procedures

#### 4.1. Account Type, ICS Settlement, and Statements

(a) Settlement of payments to and from participating institutions in ICS through BNY that includes the type of deposits we place for you ("*ICS Settlement*") will occur each day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close ("*Business Day*").

(b) You may confirm through the DCP (i) the aggregate principal balance in the Deposit Accounts ("*Program Balance*") and (ii) the principal balance and accrued interest of the Deposit Accounts at each Destination Institution as of the preceding Business Day or, after ICS Settlement-related processing, as of that Business Day.

(c) We will provide you with a periodic statement of custodial holdings for your funds placed through ICS that will include, as of the end of the statement period, your Program Balance, your principal balance at each Destination Institution, and the total interest and annual percentage yield for the period.

(d) The account information available on the DCP as described in Section 4.1(b), and the periodic statements described in Section 4.1(c), will be the only evidence that you receive of your ownership of the funds. You should retain the account statements.

#### 4.2. Triggering Events

(a) Funds will be transferred to or from the Deposit Accounts in response to an event specified in this Agreement that triggers such movement ("*Triggering Event*"). A Triggering Event may result in a transfer of funds from a root account with us that contains your funds ("*Root Account*") to the Deposit Accounts at ICS Settlement ("*Program Deposit*") or a transfer of funds from the Deposit Accounts to the Root Account at ICS Settlement ("*Program Withdrawal*").

(b) Schedule 1 sets forth Triggering Events applicable to your deposits.

#### 4.3. Program Deposits

(a) Subject to the terms and conditions of this Agreement, and except as provided in Section 4.3(b), a Triggering Event for a Program Deposit will result in a transfer of funds to the Deposit Accounts at ICS Settlement the *next* Business Day ("*Regular Program Deposit*").





(b) Schedule 1 may provide that a transfer of funds to the Deposit Accounts at ICS Settlement on the *same Business Day* ("*Same-Day Program Deposit*") is available and, if so, the cutoff time for you to request a Same-Day Program Deposit ("*Same-Day Deposit Cutoff Time*").

(c) We may impose a maximum Program Balance amount for deposits that we place for you through ICS and will inform you of any such amount we impose. Even if a Triggering Event for a Program Deposit occurs, we may choose not to transfer the amount to the Deposit Accounts if it would cause the Program Balance to exceed the maximum.

#### 4.4. Program Withdrawals

(a) Subject to the terms and conditions of this Agreement, and except as provided in Section 4.4(b), a Triggering Event for a Program Withdrawal will result in a transfer of funds from the Deposit Accounts at ICS Settlement the *next Business Day* ("*Regular Program Withdrawal*").

(b) Schedule 1 may provide that a transfer of funds from your Deposit Accounts at ICS Settlement on the *same Business Day* ("*Same-Day Program Withdrawal*") is available and, if so, the cutoff time for you to request a Same-Day Program Withdrawal ("*Same-Day Withdrawal Cutoff Time*").

#### 4.5. Withdrawal Advances; Security Interest

(a) If Schedule 1 states that we will advance funds to you in anticipation of a Program Withdrawal, or if we otherwise decide in our discretion to advance funds to you in anticipation of a Program Withdrawal, you will owe the amount of these funds to us and we will retain from the funds we receive at ICS Settlement the amount we have advanced to you.

(b) With respect to any amount that you owe to us pursuant to Section 4.5(a):

(i) you grant us, and acknowledge that we have, a security interest in, and a lien on, the Deposit Accounts, related security entitlements, and other related interests and assets that we may hold for you as custodian and securities intermediary pursuant to the Custodial Agreement for the amount that you owe to us,

(ii) if a Destination Institution fails before a Program Withdrawal is completed, we may retain the amount of the Program Withdrawal from the

proceeds of your FDIC insurance claim to satisfy the amount that you owe to us, and

(iii) to the extent that the amount that you owe to us is not satisfied from the interests and assets we are holding for you pursuant to the Custodial Agreement, or from the proceeds of any FDIC insurance claim, the amount remains owed by you to us and is payable on demand.

(c) If, in a separate agreement, you have granted us a security interest in the Deposit Accounts or in any security entitlements or other interests or assets relating to the Deposit Accounts as collateral for a loan to you or otherwise, we may decline to honor a request for a Program Withdrawal, or decline to honor a debit transaction in the Root Account that would trigger a Program Withdrawal or be funded by a Program Withdrawal, to the extent the Program Withdrawal would cause your Program Balance to fall below the loan amount or other amount that you have agreed to maintain in the Deposit Accounts or to which the security interest applies. If, in a separate agreement, you have granted us a security interest in the Root Account, we also may decline to honor transactions in the Root Account in accordance with the separate agreement.

#### 4.6. Account Type and Withdrawal Limit, If Any

(a) Deposits that we place for you at a Destination Institution will be placed in a Deposit Account that is a demand deposit account ("*DDA*") or a Deposit Account that is a money market deposit account ("*MMDA*"), as provided in Schedule 2. In accordance with federal regulations, each Destination Institution reserves the right to require written notice of an intended withdrawal from an MMDA not less than seven days before the withdrawal is made. Each Destination Institution has agreed that it will not exercise this right for ICS deposits unless it does so for all savings deposits it holds, including those not received through ICS.

(b) Schedule 2 provides (i) that we will place deposits for you in DDAs, (ii) that we will place deposits for you in MMDAs, or (iii) that we may place deposits for you in DDAs, MMDAs, or both.

(c) Schedule 2 also provides, if MMDAs will or may be used, (i) that an MMDA Program Withdrawal limit of six per month applies or (ii) that no MMDA Program Withdrawal limit applies.

(d) If a Program Withdrawal limit applies and you exceed the six permitted Program Withdrawals from MMDAs in a month:





(i) We may (A) transfer all the remaining funds in the MMDAs to the Root Account associated with the Custodial Account for the MMDAs or (B), if you also have a Custodial Account for DDA deposits, transfer all the remaining funds in the MMDAs to the Custodial Account for DDA deposits.

(ii) In subsequent months we may effect either such transfer at the time of your sixth Program Withdrawal.

(e) If you exceed the six permitted Program Withdrawals from MMDAs in multiple months, we may also make the Custodial Account for the MMDAs ineligible for Program Deposits.

## 5. Placement Feature

### 5.1. Reciprocal and One-Way

(a) We are eligible to use a feature of ICS in which, when we place deposits, we receive matching deposits placed by other participating institutions in ICS and may pay a fee to IntraFi ("*Reciprocal Feature*").

(b) We are also eligible to use a feature of ICS in which, when we place deposits, we do not receive matching deposits, but we and IntraFi may receive fees from Destination Institutions ("*One-Way Feature*").

(c) Schedule 2 provides (i) that we may use either the Reciprocal Feature or the One-Way Feature, (ii) that we will use only the Reciprocal Feature, or (iii) that we will use only the One-Way Feature.

### 5.2. Placement Feature and Rate

(a) Interest on the Deposit Accounts will be earned at the specified Interest Rate regardless of whether the Reciprocal Feature or the One-Way Feature is used.

(b) When the Reciprocal Feature is used, the fee paid to IntraFi may affect rate determination. When the One-Way Feature is used, fees paid by Destination Institutions, or cost-of-funds rates for Destination Institutions, may affect rate determination.

(c) If we are eligible to use the Reciprocal Feature, and you authorize us to use either the Reciprocal Feature or the One-Way Feature, we may use a feature with greater benefits to you, to us, or both.

### 5.3. Placement Requirements

(a) Under the laws of some states, governmental units may submit deposits for placement through a

deposit placement network only if the placing institution is located in the state and receives matching deposits of an equal maturity, if any, and an equal amount.

(b) If you are a state governmental unit, or if you are otherwise subject to restrictions on the placement of deposits for you, you are responsible for determining whether deposit placement in accordance with this Agreement satisfies any applicable restrictions.

## 6. Daily Allocation and Depositor Control

### 6.1. Daily Allocation; Review and Consent

(a) The process for allocating Program Deposits, Program Withdrawals, and funds already on deposit reflects various considerations, including the need for certain Destination Institutions to receive deposits in amounts that they have placed for their own customers and possible limits on the amounts that an institution is authorized to place or a Destination Institution has agreed to receive. Applicable deposit amounts may change from day to day. Accordingly, the allocation of funds takes place each Business Day.

(b) The set of Destination Institutions to which your funds on deposit are allocated on a Business Day, and the amount allocated to each Destination Institution, may differ from a previous Business Day's allocation. A different allocation may involve the movement of funds from one Destination Institution to another Destination Institution, even though you do not have a Program Deposit or a Program Withdrawal. Such movements of funds will not affect the Interest Rate.

(c) You exercise control over the allocation of your funds through direct contact with us and through the DCP. You are responsible for reviewing the important information we provide you through the DCP, including information regarding proposed allocations that we provide each Business Day. In addition, on request at any time, we will provide you with a list of all Destination Institutions.

(d) Although we will not allocate your funds to Destination Institutions that you exclude or reject as set forth below, you authorize and consent to the allocation of your funds at Destination Institutions that you approve, or do not exclude or reject, as set forth below.

### 6.2. Destination Institution Exclusions

(a) You may enter the name of any depository institution on a list of exclusions from eligibility to receive deposits we place for you through ICS ("*Exclusions List*").





(b) You may add institutions to your Exclusions List in a manner we specify, which may be by entering exclusions on Schedule 2, by entering them through the DCP, or in another manner.

(c) An Exclusions List, and any changes to it, will be effective within one Business Day after the first Business Day on which we have received the Exclusions List or changes to it from you or you have entered them on the DCP.

### 6.3. Depositor Control Panel

(a) You must be capable of using, and you agree to use, the Depositor Control Panel ("DCP"), an online tool, to review provisional allocations of deposits and for other purposes. You also agree to receive notices that may be posted on the DCP or sent to you by email. The address of the Depositor Control Panel is <https://www.depositorcontrol.com>.

(b) You represent that you have a computer with Internet access, an e-mail address, the ability to download and print information from the DCP, and the knowledge and experience to use an online tool for DCP functionality. In addition, you acknowledge that you must obtain and maintain all equipment and services necessary for access to the DCP.

(c) To access the DCP, you must create login credentials. To create your login credentials, click on the applicable link on the DCP home page. Alternatively, we may send to you an email containing a link that will enable you to create login credentials. If we have enabled access by you to the DCP using a single-sign-on system that we provide, you may not be able to self-register for the DCP in the manner described above.

(d) From within the DCP, you may invite a user to create login credentials that will permit the user to access your DCP account. Such users may have access to your account information and DCP functionality, and you are responsible for their acts or omissions.

### 6.4. Depositor Placement Review

(a) Each Business Day, your aggregate principal balance that will be in Deposit Accounts after that day's ICS Settlement will be provisionally allocated to Destination Institutions. The amount allocated will reflect your Program Balance as of the last ICS Settlement, plus any Program Deposit that will occur at the day's ICS Settlement, minus any Program Withdrawal that will occur at the day's ICS Settlement. The allocation may provide that previously-deposited

funds will be removed from a Destination Institution and deposited in another Destination Institution.

(b) After the provisional allocation occurs on a Business Day, but before allocation becomes final at ICS Settlement, Depositor Placement Review ("DPR") will occur through the DCP. Even if a Destination Institution is not on your Exclusions List, the final allocation that day will not allocate your funds to the Destination Institution if you reject it during DPR through the DCP. Your rejection of a Destination Institution will be effective only if you submit it before DPR ends.

(c) The DPR period each Business Day will be as follows: 3:00 PM to 3:15 PM Eastern time. Daylight Saving Time applies when nationally in effect. We may change the DPR period by posting notice on the DCP in advance of the change.

(d) In DPR, you will see a list of Destination Institutions to which your funds are proposed to be allocated at ICS Settlement later that day ("*Proposed Placement List*"), reflecting the provisional allocation of all your funds, including funds that will be moved from one Destination Institution to another Destination Institution. The Proposed Placement List will include the principal balance allocated to each Destination Institution. If you review the Proposed Placement List, and you click the approval button or you do not reject any of the Destination Institutions on the list, you will be approving the allocation and your funds will be allocated in accordance with the list.

(e) If you reject any of the Destination Institutions on the Proposed Placement List, you will be approving allocation to Destination Institutions on the list that you do not reject. After entering rejections, if sufficient time remains in DPR, you will have the opportunity to review a list of other Destination Institutions to which your funds could be allocated ("*Alternate Placement List*"). If you click the approval button for the Alternate Placement List, or you do not reject any of the Destination Institutions on it, you will be approving the allocation of your funds to any of the listed Destination Institutions. If you reject any of the Destination Institutions on the Alternate Placement List, you will be approving allocation to listed Destination Institutions that you do not reject. Your funds may be allocated to any combination of Destination Institutions on the Proposed Placement List and the Alternate Placement List that you do not reject.

(f) If the provisional allocation on a Business Day would result in funds of yours currently at a Destination Institution being moved to another Destination Institution and you reject the other Destination Institution





in DPR that Business Day, the funds will not necessarily remain at the first Destination Institution. The funds will be allocated to a Destination Institution that you do not reject or returned to the Root Account.

(g) A Destination Institution that you reject in DPR will also be added to your Exclusions List, for purposes of future allocations, within one Business Day after the Business Day on which you submit the rejection.

(h) We do not guarantee that all your funds will be allocated to Destination Institutions on any particular day, even if they were allocated to Destination Institutions on a previous day. Exclusions and rejections of Destination Institutions may increase the chance that funds will not be allocated. If funds not yet transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will remain in the Root Account. If funds previously transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will be returned to the Root Account.

## 7. FDIC Insurance Considerations

### 7.1. Deposit Insurance Coverage

(a) You may obtain information about FDIC deposit insurance coverage by visiting the FDIC website at <http://www.fdic.gov> or by contacting the FDIC by letter, email, or telephone.

(b) All of your deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for the SMDIA. You should add to your Exclusions List any depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include, among others, individual accounts and joint accounts.

(c) You are responsible for determining whether deposits we place for you are maintained in separate insurable capacities. Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate TIN or other Depositor Identifier does not establish a separate insurable capacity.

(d) We will use the Depositor Identifier to identify you, and we will place deposits for you on the understanding that you are not submitting deposits for placement in ICS or CDARS under more than one Depositor Identifier in the same insurable capacity.

(e) The requirements for FDIC deposit insurance coverage of the deposits of governmental units, including the United States government, state and local governments, the District of Columbia, and the Commonwealth of Puerto Rico, are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for losses resulting from the placement of deposits that are not eligible for FDIC deposit insurance.

(f) Records that we maintain, or that BNY maintains for us, reflecting ownership of the Deposit Accounts will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to us any changes in ownership information so that there will be accurate information to provide to the FDIC if a Destination Institution fails and the FDIC pays its insured deposits by cash payment. The FDIC could also require you to provide additional documentation.

### 7.2. Responsibility to Monitor Deposits; Available Information

(a) You are responsible for monitoring the total amount of your funds at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that each placement of your funds at Destination Institutions is consistent with your exclusions and rejections.

(b) You can obtain publicly available financial information on Destination Institutions from the National Information Center of the Federal Reserve System at [www.ffiec.gov/nicpubweb/nicweb/nichome.aspx](http://www.ffiec.gov/nicpubweb/nicweb/nichome.aspx).

### 7.3. Uninsured Deposits

(a) Although we will not place a deposit for you through ICS at any one Destination Institution in an amount that exceeds the SMDIA, a deposit that we place for you will not be eligible for FDIC insurance coverage at a Destination Institution before it becomes a deposit at the Destination Institution or after it is withdrawn from the Destination Institution.

(b) A deposit in the Root Account will be aggregated with your other deposits with us in the same insurable capacity for application of the SMDIA of \$250,000.

(c) If you cannot accept the risk of having a deposit with us that is not fully insured, you will be responsible for making arrangements with us, if we offer





them, to have the deposits collateralized, protected by a properly-executed repurchase sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a collateralization arrangement is consistent with applicable law.

(d) If you cannot accept the risk of having a deposit with us that is not fully insured, and we do not offer arrangements of the kind described in Section 7.3(c) or we offer them but you do not make such arrangements with us, you should not submit deposits for placement through ICS.

#### 7.4. Deposit Insurance Payments

(a) In case of the liquidation of, or other closing or winding up of the affairs of, an insured depository institution, the FDIC is generally required by law to pay each insured deposit "as soon as possible," either by cash payment or by transferring the deposit to another insured depository institution. It is possible, however, that an insurance payment could be delayed. Neither we nor any other person or entity will be obligated to advance funds to you with respect to an insurance payment or to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment.

(b) If a Destination Institution at which we place deposits for you is closed and the FDIC does not transfer deposits that include your funds to another insured depository institution, but will make a deposit insurance cash payment, we will cause a deposit insurance claim for your funds to be filed with the FDIC, and we will credit to you the proceeds of the deposit insurance claim that we receive for your funds, subject to any valid security interest.

(c) If the FDIC makes a deposit insurance cash payment for a Deposit Account at a closed Destination Institution, the FDIC is required by law to pay the principal amount plus unpaid accrued interest to the date of the closing of the Destination Institution, as prescribed by law, subject to the SMDIA. No interest is earned on a Deposit Account at a Destination Institution after it closes.

(d) If the FDIC transfers the deposits of a closed Destination Institution to another insured depository institution, the acquiring institution may assume a Deposit Account. The acquiring institution may change the rate at which it pays interest on the assumed Deposit Account, subject to your right to withdraw the funds.

## 8. Additional Considerations

### 8.1. Compare Rates

(a) We are not acting as your investment advisor with respect to the placement of funds using ICS, and we are not advising you about alternative investments. You are responsible for comparing the rates of return and other features of the Deposit Accounts to other available deposit accounts and other kinds of investments before choosing placement through ICS.

(b) The Interest Rate may be higher or lower than a cost-of-funds rate for a Destination Institution, an interest rate for another customer, or interest rates on comparable deposits available directly from us, from the Destination Institutions at which the Deposit Accounts are held, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions.

### 8.2. Allocation Considerations

(a) The ICS allocation process is subject to applicable law and may be affected by our objectives, IntraFi's objectives, or both, including administrative convenience, reduction of costs, and enhancement of profits.

(b) Participating institutions in the ICS service may make compensatory payments resulting in payments to other participating institutions, or receive compensatory payments resulting from payments by other participating institutions, including compensatory payments that reflect the difference between an interest rate for deposits placed by an institution and a rate at which the receiving institution would otherwise pay interest.

### 8.3. Mutual Institution Rights

(a) Your funds may be placed in a Deposit Account at a Destination Institution that is in the mutual form of organization. Such a Deposit Account will be recorded on the records of the mutual institution in the name of the sub-custodian and not in your name. The sub-custodian will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own behalf or on your behalf.

(b) If we receive from the sub-custodian notice of a meeting of depositor members of a mutual institution or other materials or information relating to a mutual institution's mutual-to-stock conversion, we may forward





such notice, materials, or information to you. If you wish to receive such notice, materials, or information directly from the mutual institution, or if you wish to attend or vote at any meeting of the depositor members of the mutual institution or receive subscription rights, you must, before the applicable record date (a date that is usually at least one year before the mutual institution's board of directors adopts a plan of conversion), dismiss us as your custodian and have the Deposit Account recorded on the records of the mutual institution in your name pursuant to Section 2(f).

## 9. Other Provisions

### 9.1. Release and Use of Identifying Information

(a) We may provide information that identifies you ("*Identifying Information*"), including your name, your TIN or other Depositor Identifier, and information on your deposits, to a party that provides services in connection with ICS ("*Service Provider*"), including IntraFi and BNY. A Service Provider may use Identifying Information in providing services in connection with ICS.

(b) We or a Service Provider may also provide Identifying Information to a Destination Institution at which your funds are deposited, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with applicable law. In addition, we or a Service Provider may provide Identifying Information to the FDIC in connection with a deposit insurance claim.

(c) Except as provided in Section 9.1(a) or Section 9.1(b), we will not provide Identifying Information to any party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of IntraFi or BNY.

(d) IntraFi may use and disclose any and all analyses, comparisons, indexes, or other data or information assembled, compiled, or otherwise developed by IntraFi, including information regarding aggregated activity of ICS depositors, as long as it does not individually identify you.

### 9.2. Tax Reporting and Withholding

(a) To the extent required by applicable law, we will file with the U.S. Internal Revenue Service ("IRS"), and furnish to you, IRS Form 1099-INT or its equivalent,

or IRS Form 1042-S or its equivalent, for interest paid on the Deposit Accounts by the Destination Institutions.

(b) If we are notified by the IRS that backup withholding is required for interest on the Deposit Accounts, or if we otherwise determine that we are required by applicable law to collect such backup withholding, we will collect it and pay it to the IRS.

### 9.3. Liability and Dispute Resolution

(a) We will maintain, directly or through a Service Provider, appropriate records of our placements for you. We will not place deposits for you through ICS at a Destination Institution that is the subject of a then-effective exclusion on your Exclusions List, at a Destination Institution that is the subject of a then-effective rejection by you, or at a Destination Institution under one Depositor Identifier in an amount that exceeds the SMDIA.

(b) If all or part of your funds in a Deposit Account at a Destination Institution are uninsured because of our failure to comply with the requirements set forth in Section 9.3(a), and if the Destination Institution fails and you do not otherwise recover the uninsured portion, we will reimburse you for your documented loss of the uninsured portion that you do not otherwise recover.

(c) SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN SECTION 9.3(b), AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND IN NO EVENT WILL INTRAFI OR BNY BE LIABLE, TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGE INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, INTRAFI, AND BNY WILL NOT HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR: (i) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (ii) DELAY IN ANY FDIC INSURANCE PAYMENT, (iii) THE FINANCIAL CONDITION OF ANY DESTINATION INSTITUTION OR THE ACCURACY OF ANY FINANCIAL INFORMATION ABOUT ANY DESTINATION INSTITUTION, OR (iv) ANY SPECIAL, INDIRECT,



PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

(d) ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN THE CUSTODIAL AGREEMENT.

#### 9.4. Miscellaneous

(a) This Agreement constitutes the entire agreement between you and us relating to the placement of deposits through ICS and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, whether written or oral, relating to any matter herein, and may not be amended by any oral representation or oral agreement. This Section 9.4(a) will not affect the validity of any written addenda to this Agreement into which we have entered with you.

(b) Schedule 1 and Schedule 2 are incorporated into and made part of this Agreement. We may amend this Agreement, including any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the notice or, if no effective date is specified in the notice, the date that is fourteen (14) days after we give you written notice of the amendment. We may provide written notice of the amendment by means of a posting on the DCP, an entry on your account statement, an email message, or a printed letter.

(c) Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited

at the time of termination. In addition, the provisions of this Section 9.4 will survive termination.

(d) Except as provided in Section 2(i), this Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

(e) The headings in this Agreement are not intended to describe, interpret, define, or limit the scope, meaning, or intent of this Agreement or any clause in it. Except as otherwise specified, a reference to a Section is a reference to a section of this Agreement. A reference to a Schedule is a reference to a schedule to this Agreement. The term "applicable law" refers to all applicable statutes, rules, regulations, and judicial orders, whether federal, state, or local. The words "include," "includes," and "including" do not imply exclusion.

(f) This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement may be executed in counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement will be valid, binding, and enforceable against you and us when executed by one of the following means that we accept: (i) an original manual signature, (ii) a DocuSign® eSignature or another electronic signature that we accept, or (iii) a faxed, scanned (including in a PDF document), or photocopied signature that we accept. Each DocuSign® eSignature, other electronic signature, or faxed, scanned, or photocopied signature that we accept shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original signature, and you and we waive any objection to the contrary.

The remainder of this page is intentionally left blank.





By signing below, you ("*Depositor*") and we ("*Relationship Institution*") agree to be legally bound by this ICS Deposit Placement Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

## RELATIONSHIP INSTITUTION

Institution: Peoples Bank and Trust

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

Name and title of authorized signatory:

Alexandra KomarekTreasury Management Officer

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

## SOLE OR PRIMARY DEPOSITOR

Depositor: City of Valley Center

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

Name and title of authorized signatory (if not individual):

Chad Clinton MillerFinance DirectorDepositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_Email: cmiller@valleycenterks.gov

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

## ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: Brent Clark

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

Depositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_

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

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

## ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: Jet Truman

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

Depositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_

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

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

(Add signature lines as needed.)



## Schedule 1 to ICS Deposit Placement Agreement

### Program Deposits and Program Withdrawals

This **Schedule 1** is part of the ICS Deposit Placement Agreement ("Agreement"). Terms not defined in this Schedule 1 have the meanings, if any, assigned elsewhere in the Agreement.

#### 1. Specified Terms

(a) For **DDAs**, the Target Balance, Minimum Sweep Amount, and Minimum Return Amount are as follows:

Target Balance	Minimum Sweep Amount	Minimum Return Amount
\$ 0.00	\$ 0.00	\$ 0.00

(b) For **MMDAs**, the Target Balance, Minimum Sweep Amount, and Minimum Return Amount are as follows:

Target Balance	Minimum Sweep Amount	Minimum Return Amount
\$ 0.00	\$ 0.00	\$ 0.00

(c) The Same-Day Deposit Cutoff Time is as follows:

<input type="text" value="12:00"/>	<input type="checkbox"/> AM	<input checked="" type="checkbox"/> PM	<input type="checkbox"/> Eastern	<input checked="" type="checkbox"/> Central	<input type="checkbox"/> Mountain	<input type="checkbox"/> Pacific
(insert time)	(check AM or PM)		(check time zone)			

Daylight Saving Time applies when nationally in effect unless checked here ☐

#### 2. Program Deposits

(a) The Triggering Event for a Regular Program Deposit is a net change in your Root Account balance that causes it to exceed the Target Balance by more than the Minimum Sweep Amount. After posting all your Root Account activity for a Business Day, we will determine whether your Root Account balance exceeds the Target Balance by more than the Minimum Sweep Amount. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the amount by which your Root Account balance exceeds the Target Balance to the Deposit Accounts at ICS Settlement on the next Business Day.

(b) The Triggering Event for a Same-Day Program Deposit is a Same-Day Program Deposit request by you that we receive and accept before the Same-Day Deposit Cutoff Time on a Business Day. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to the Deposit Accounts at ICS Settlement later on the same Business Day.

(c) If a Triggering Event for a Program Deposit occurs, we may debit the Root Account and credit a holding account before the transfer of funds to the Deposit Accounts occurs at ICS Settlement. Funds held in a holding account may not accrue interest prior to ICS Settlement.

#### 3. Program Withdrawals

(a) All Program Withdrawals will be Regular Program Withdrawals, which occur on the Business Day following the Triggering Event. The Triggering Event for a Program Withdrawal is a net change in your Root Account balance, after the posting of all your Root Account activity for a Business Day, that causes it (exclusive of any amounts that we credit as advances in anticipation of a Program Withdrawal) to be less than the Target Balance by more than the Minimum Return Amount. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer an amount from the Deposit Accounts at ICS Settlement on the next Business Day, up to the available amount in the Deposit Accounts, sufficient to restore your Root Account balance to the Target Balance.



(b) Subject to the terms and conditions of this Agreement, and subject to the rules and cutoff times that otherwise apply to root accounts with us, we will honor your debit transactions in the Root Account so long as the sum of your Root Account balance and your balance in the Deposit Accounts of the applicable type, after taking into account any pending Program Deposits and any pending Program Withdrawals, is not less than zero. We will do so even if the amount of the debit transaction exceeds your Root Account balance. You will owe us any amounts that we credit as advances in anticipation of a Program Withdrawal, and we will retain those amounts from the funds we receive at ICS Settlement.

(c) If a Triggering Event for a Program Withdrawal occurs, we may credit the Root Account and debit a holding account before the transfer of funds from the Deposit Accounts occurs at ICS Settlement.





## Schedule 2 to ICS Deposit Placement Agreement

### Account Type, Placement Feature, and Exclusions

This **Schedule 2** is part of the ICS Deposit Placement Agreement ("Agreement"). Terms not defined in this Schedule 2 have the meanings, if any, assigned elsewhere in the Agreement.

#### 1. Account Type

☐

We will place deposits for you in DDAs.

☐

We will place deposits for you in MMDAs.

☒

We may place deposits for you in DDAs, MMDAs, or both.

(Check one above.)

☐

You may use up to six MMDA Program Withdrawals per month.

☒

No per-month MMDA Program Withdrawal limit applies.

(If MMDAs will or may be used, check one above.)

#### 2. Placement Feature

☒

We may use the Reciprocal Feature, the One-Way Feature, or both in placing deposits for you.

☐

We will use only the Reciprocal Feature in placing deposits for you.

☐

We will use only the One-Way Feature in placing deposits for you.

(Check one above.)

#### 3. Exclusions

(a) You may place depository institutions on your Exclusions List by identifying them in the list below, unless we specify another means by which you will provide your Exclusions List.

(b) The Exclusions List should include the city and state of the depository institution's main office (rather than the city and state of a branch location). The Exclusions List may also include the institution's FDIC certificate number or transit routing number. If you do not list any exclusions enter "none" under Name of Institution on the first line (but your signature after a blank list will constitute your acknowledgment that you have not listed any exclusions).



## (c) Exclusions List:

Name of Depository Institution	City and State	FDIC Certificate or Routing Number
Intrust Bank	Valley Center, KS	101100029
Emprise Bank	Valley Center, KS	101100579
Halstead Bank	Valley Center, KS	101103835
Fidelity Bank	Wichita, KS	301171353
Legacy Bank	Wichita, KS	101107886

(Add lines if necessary.)

---

 Signature of sole or primary Depositor

## Custodial Agreement

You, the undersigned, enter into this Custodial Agreement ("*Agreement*") with the following financial institution ("*we*" or "*us*");

Peoples Bank and Trust

1. Pursuant to this Agreement, you authorize us to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established pursuant to the CDARS Deposit Placement Agreement, the ICS Deposit Placement Agreement, or a predecessor agreement ("*Deposit Accounts*") for funds of yours placed as deposits through CDARS®, the Certificate of Deposit Account Registry Service®, or ICS®, the IntraFi Cash Service®, and all your security entitlements and other related interests and assets with respect to the Deposit Accounts ("*Related Entitlements*"). The custodial account in which we will hold the Deposit Accounts and Related Entitlements ("*Custodial Account*") comprises all the CDARS and ICS custodial accounts that we maintain for you.

2. As your custodian, we may (i) cause the Deposit Accounts to be titled in our name or in the name of our sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to the Deposit Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) in accordance with your instructions, deposit your funds in, or withdraw your funds from, the Deposit Accounts, (v) in accordance with your instructions, deliver or transfer funds from another account with us to the Deposit Accounts or deliver or transfer funds from the Deposit Accounts to another account with us, (vi) for Deposit Accounts that are time deposits, surrender for payment for your account maturing CDs and those for which early withdrawal is requested, (vii) execute and deliver or file on your behalf all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name you when required for the purpose of the instrument, and (viii) take such other actions as are customary or necessary to effectuate the purposes of this Agreement.

3. For purposes of Article 8 of the Uniform Commercial Code in applicable state law ("*UCC*"), we will act as your securities intermediary for, and will treat as financial assets, any Deposit Accounts and Related Entitlements that we hold for you pursuant to this Agreement. The Custodial Account will be a securities account, as defined in the UCC.

4. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for records research, imaging, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to any minimum fee we charge for complying with legal processes.

5. We may honor any legal process that is served personally, by mail, or by electronic mail or facsimile transmission at any of our offices or an office of our agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.

6. We will have no liability to you for any good-faith act or omission by us in connection with this Agreement. You agree to indemnify us and our sub-custodian, and to hold us and our sub-custodian harmless from, all expenses (including counsel fees), liabilities, and claims arising out of any good-faith act or omission by us in connection with this Agreement or compliance with any legal process relating to the Custodial Account that we believe (correctly or otherwise) to be valid. You agree to pay any service charges that we impose on the Custodial Account.

7. You may be an individual in an individual capacity, more than one individual in a joint capacity, or a trust, partnership, corporation, or other legal entity. We may accept instructions on your behalf from any individual who signs this Agreement as or on behalf of a Depositor and from any of the following individuals:

Name	Title or Legal Capacity
Brent Clark	City Administrator
Chad Clinton Miller	Finance Director

(Add lines if necessary.)

The remainder of this page is intentionally left blank.

By signing below, you ("*Depositor*") and we ("*Relationship Institution*") agree to be legally bound by this Custodial Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

## RELATIONSHIP INSTITUTION

Institution: Peoples Bank and Trust

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

Name and title of authorized signatory:

Alexandra KomarekTreasury Management Officer

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

## SOLE OR PRIMARY DEPOSITOR

Depositor: City of Valley Center

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

Name and title of authorized signatory (if not individual):

Chad Clinton MillerFinance DirectorDepositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_Email: cmiller@valleycenterks.gov

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

## ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: Brent Clark

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

Depositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_

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

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

## ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: Jet Truman

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

Depositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_

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

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

(Add signature lines as needed.)



## CDARS Deposit Placement Agreement

You, the undersigned, enter into this CDARS Deposit Placement Agreement ("*Agreement*") with the following financial institution ("*we*" or "*us*"):

Peoples Bank and Trust

This Agreement states the terms and conditions on which we will endeavor to place deposits for you at depository institutions through CDARS®, the Certificate of Deposit Account Registry Service® of IntraFi LLC ("*IntraFi*").

### 1. Deposit Placement

(a) Subject to the terms and conditions of this Agreement, we will act as your agent in placing deposits for you through CDARS. Schedule 1 describes times and contacts for the placement of deposits through CDARS. Schedule 2 includes a description of the placement feature that we will use.

(b) Each depository institution at which deposits may be placed through CDARS ("*Destination Institution*") will be one at which deposit accounts are insured by the Federal Deposit Insurance Corporation ("*FDIC*") up to the FDIC standard maximum deposit insurance amount ("*SMDIA*") of \$250,000.

(c) **A LIST IDENTIFYING INTRAFI NETWORK BANKS, WHICH ARE FDIC-INSURED DEPOSITORY INSTITUTIONS, APPEARS AT [HTTPS://WWW.INTRAFI.COM/NETWORK-BANKS](https://www.intrafi.com/network-banks). CERTAIN CONDITIONS MUST BE SATISFIED FOR "PASS-THROUGH" FDIC DEPOSIT INSURANCE COVERAGE TO APPLY.** IntraFi network banks may be added or removed without notice. As described below, you may designate any Destination Institution as ineligible to receive your funds.

(d) Subject to the terms and conditions of this Agreement, when we place deposits in a certificate of deposit that a Destination Institution issues for your funds through CDARS ("*CD*"), the amount of our outstanding placements for you at the Destination Institution through CDARS and through ICS®, the IntraFi Cash Service®, will not exceed \$250,000.

(e) On the signature page of this Agreement, you will enter a unique alphanumeric identifier for you ("*Depositor Identifier*"), which will be associated with the Custodial Account. You will enter your federal taxpayer identification number ("*TIN*") as your Depositor Identifier, unless you do not have a TIN, in which case you will enter an alternate identifier that we approve.

(f) You will use the same Depositor Identifier for all placements of deposits for you, by us or by any other financial institution, through CDARS or through ICS.

(g) Each CD, including the principal balance and the accrued interest, will be a deposit obligation solely of the Destination Institution at which it is held. It will not be a deposit obligation of us or any other person or entity.

(h) You may not add to or amend a CD, and no secondary market for the CDs exists. Unless an exception applies, you will incur a substantial early withdrawal penalty if you withdraw funds from a CD.

### 2. Agency and Custodial Relationship

(a) We will act as your agent in placing deposits for you through CDARS. Under a separate agreement with you that grants us custodial powers ("*Custodial Agreement*"), we will also act as your custodian for the CDs. The Bank of New York Mellon ("*BNY*") provides services that support deposit placement through CDARS. BNY's services include acting as our issuing agent, settlement agent, and sub-custodian.

(b) As your custodian, we will open on our records, either directly or with the assistance of BNY, a custodial account in which we will hold your interests in the CDs ("*Custodial Account*"). We may permit you to have multiple Custodial Accounts.

(c) Each CD will be recorded (i) on the records of a Destination Institution in the name of BNY, as our sub-custodian, (ii) on the records of BNY in our name, as your custodian, and (iii) on our records in your name. The recording will occur in a manner that permits the CD to be FDIC-insured to the same extent as if it were recorded on the records of a Destination Institution in your name.

(d) For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, the CDs and all your security entitlements and other related interests and assets with respect to the CDs, and we will treat you as entitled to exercise the rights that constitute the CDs.





(e) All interests that we hold for the CDs will be held by us only as your securities intermediary and will not be our property. You will be the owner of the funds in the CDs and any interest on those funds.

(f) You may terminate the custodial relationship between you and us at any time. You may not transfer the CDs to another custodian, but you may dismiss us as your custodian for a CD and request that it be recorded on the records of the Destination Institution in your name.

(g) We will endeavor to cause any request from you pursuant to Section 2(f) to be promptly forwarded to the Destination Institution. Each Destination Institution has agreed that it will promptly fulfill any such request, subject to its customer identification policies and other account opening terms and conditions.

(h) If a CD has been recorded on the records of a Destination Institution in your name pursuant to this Section 2, you will be able to enforce your rights in the CD directly against the Destination Institution, but we will no longer have any custodial responsibility for it and you will not be able to enforce any rights against the Destination Institution through us.

(i) If we were to become insolvent, our receiver or other successor in interest could transfer custody of the CDs, and our rights and obligations under this Agreement, to a new custodian. Alternatively, you could exercise your right to have the CDs recorded on the records of the Destination Institutions in your name pursuant to this Section 2.

### 3. Interest Rate

(a) The interest rate for the CDs at the Destination Institutions at which we place your deposits will be the interest rate to which you and we have agreed for the CDs ("*Interest Rate*"), with daily compounding.

(b) Interest payment frequency may vary depending on the term of the CD. In all cases, an interest payment will occur at maturity, and if the CD term is greater than 52 weeks, an interest payment will also occur at each year-end during the term. Contact us to learn the available interest rate frequencies for a particular CD term. We may give you the option to choose disbursement of interest payments to you by one or more of check, transfer, or credit to principal.

(c) Payment of the full amount of all accrued interest on a CD at a Destination Institution will be solely the responsibility of the Destination Institution. Neither

we nor any other person or entity will be indebted to you for such payment.

### 4. Placement Procedures

#### 4.1. CDARS Placement Requests

(a) You may initiate the placement of your funds through CDARS by submitting to us a request for such placement ("*CDARS Placement Request*"). If we accept the CDARS Placement Request, we will submit to IntraFi a corresponding order for placement of funds through CDARS ("*CDARS Order*").

(b) IntraFi will designate a day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close ("*Business Day*") as a Business Day for which we may submit a CDARS Order ("*CDARS Order Date*").

(c) When you submit a CDARS Placement Request, we will inform you on request of (i) available CDARS Order Dates, (ii) the CD maturity and payment terms available on CDARS Order Dates, (iii) the penalties that will be imposed for early withdrawal, and (iv) any limits with respect to placing funds.

(d) For processing of a CDARS Placement Request on a CDARS Order Date, unless you and we have agreed in writing to other arrangements, you must (i) submit the CDARS Placement Request by the time for submitting such a request set forth in Schedule 1 ("*CDARS Placement Request Time*") and (ii) have on deposit in an account with us sufficient immediately available funds, which under applicable law are irreversible and are not subject to any lien, claim, or encumbrance, by the funding time set forth in Schedule 1 ("*CDARS Funding Time*"). You authorize us to place a hold on such funds until after the requested CD placement occurs.

#### 4.2. Depositor Control

(a) You may obtain a list of Destination Institutions from a contact person identified in Schedule 1 or to whom we refer you if a person identified in Schedule 1 is not available ("*CDARS Allocation Contact*").

(b) You may exclude Destination Institutions from eligibility to receive your funds as set forth in Section 4.3, and you may reject Destination Institutions at which your funds are proposed to be placed as set forth in Section 4.4. You approve the placement of your funds at Destination Institutions that you do not exclude or





reject. You may not direct us to place funds at a particular Destination Institution or specify the amount to be placed at a particular Destination Institution.

#### 4.3. Destination Institution Exclusions

(a) You may enter the name of any depository institution on a list of exclusions from eligibility to receive deposits we place for you through CDARS ("*Exclusions List*").

(b) We may ask you to provide your initial Exclusions List by entering exclusions on Schedule 2 or by giving us notice of your Exclusions List in another manner we specify. You may make changes to your Exclusions List by giving us notice in a manner we specify.

(c) An Exclusions List, and any changes to it, will be effective within one Business Day after the first Business Day on which we have received the Exclusions List or notice of the changes to it from you.

#### 4.4. Review and Approval of Proposed Placements

(a) After the deadline for submitting CDARS Orders for a CDARS Order Date, IntraFi will prepare a proposed allocation of your funds to Destination Institutions through CDARS ("*CDARS Proposed Allocation*").

(b) You may obtain the CDARS Proposed Allocation from us at or after the notification time set forth in Schedule 1 ("*CDARS Allocation Notification Time*") up to the response time set forth in Schedule 1 ("*CDARS Allocation Response Time*").

(c) To reject any one or more of the Destination Institutions identified in the CDARS Proposed Allocation, you must inform a CDARS Allocation Contact of the rejection by the CDARS Allocation Response Time. If you reject a Destination Institution by the CDARS Allocation Response Time, we will add the rejected Destination Institution to your Exclusions List.

(d) Subject to the other provisions of this Agreement, including those concerning limits on placements, your funds will be placed at Destination Institutions identified in a CDARS Proposed Allocation that you do not reject by the CDARS Allocation Response Time.

(e) If you reject one or more of the Destination Institutions by the CDARS Allocation Response Time, or if one or more of them becomes unavailable for placement for any reason, a result may be that only a portion of your funds, or none of your funds, will be

placed at Destination Institutions. We will inform you of the amount of your funds that will not be placed, and you may request that we submit a CDARS Order for your unplaced funds on another CDARS Order Date. We do not guarantee that funds you submit for placement will be placed at Destination Institutions, in whole or in part.

#### 4.5. Issuance; Confirmation and Statements

(a) On the date for settlement of CD placements for a CDARS Order Date ("*CDARS Settlement Date*"), which is ordinarily the first Business Day after the CDARS Order Date, each Destination Institution at which your funds are being placed will issue a CD through BNY acting as its issuing agent. The issued CDs will be uncertificated time deposits, evidenced by book entry as set forth in Section 2(c) and not by an instrument.

(b) You will receive from us a written confirmation of the issuance of the CDs and periodic account statements that will reflect your ownership of the funds. The confirmation of CD issuance and the periodic account statements will be the only evidence that you will receive of your ownership of the funds. You should retain the confirmation and the account statements.

### 5. Maturity, Resubmission, and Early Withdrawal

#### 5.1. Maturity and Resubmission

(a) The CDs will mature on the maturity date shown on the confirmation of CD issuance. At maturity, the principal amount of each CD, plus any unpaid accrued interest, will be paid to you. The CDs will not automatically renew or roll over, and interest will not continue to accrue after the maturity date.

(b) If you wish to resubmit the proceeds of maturing CDs to be placed again through CDARS, you must contact us and submit, in advance of maturity, a request to resubmit funds for placement through CDARS ("*CDARS Resubmission Request*") or take advantage of the preauthorized resubmission process described in Section 5.1(c).

(c) When you submit a CDARS Placement Request, you may enter into a written agreement with us that preauthorizes the resubmission at maturity of the proceeds of maturing CDs for placement through CDARS ("*CDARS Resubmission Agreement*").

#### 5.2. Early Withdrawals

(a) You may withdraw a CD before maturity, subject to a substantial early withdrawal penalty. A penalty applies to any early withdrawal, except that a





penalty will not be charged for early withdrawal on the death of an individual who is the sole owner or a joint owner of the funds or the sole current mandatory or discretionary income beneficiary of a trust, including the sole current beneficiary of a unitrust or annuity trust. Written verification acceptable to the Destination Institution that issued the CD may be required to invoke the exception.

(b) For a CD with a term of 4 or 13 weeks, the early withdrawal penalty is equal to 28 or 90 days, respectively, of simple interest calculated at the Interest Rate. The penalty for early withdrawal of such a CD is equivalent to substantially all the interest that would have been earned over the full term and will invade principal. For a CD with a term of 26 weeks or longer, the early withdrawal penalty is equal to simple interest calculated at the Interest Rate for approximately one-half the number of days in the full term. The penalty for early withdrawal of such a CD is equivalent to approximately one-half of the interest that would have been earned over the full term and may invade principal. The schedule of early withdrawal penalties may be viewed at [www.CDARS.com/products](http://www.CDARS.com/products) or a successor website address.

(c) Pursuant to the Internal Revenue Code of 1986, as amended, the beneficiary of an Individual Retirement Account ("IRA") (but not a Roth IRA) may incur a tax penalty if the beneficiary does not begin making withdrawals from the IRA after age 73. A CD held in an IRA is not exempt from early withdrawal penalty merely because the beneficiary must withdraw the CD to avoid a tax penalty.

(d) Early withdrawal of a CD may be made only in whole, not in part. You may request early withdrawal by contacting us, at which time you may specify the one or more of the CDs for which you request early withdrawal. If you choose not to specify one or more of the CDs to withdraw, early withdrawals will be made using an automated process that generates random selections based on amount.

(e) Early withdrawal proceeds ordinarily will be available to you within two Business Days after we receive your early withdrawal request. Early withdrawal proceeds will not be available, however, until they are paid to us by the Destination Institution that issued the CD being withdrawn. Neither we nor any other person or entity will be obligated to advance funds to you for early withdrawal of a CD.

## 6. Placement Feature and Rate

### 6.1. Reciprocal and One-Way

(a) We are eligible to use a feature of CDARS in which, when we place deposits, we receive matching deposits placed by other participating institutions in CDARS and may pay a fee to IntraFi ("*Reciprocal Feature*").

(b) We are also eligible to use a feature of CDARS in which, when we place deposits, we do not receive matching deposits, but we and IntraFi may receive fees from Destination Institutions ("*One-Way Feature*").

(c) Schedule 2 provides (i) that we may use either the Reciprocal Feature or the One-Way Feature, (ii) that we will use only the Reciprocal Feature, or (iii) that we will use only the One-Way Feature.

### 6.2. Rate

(a) Interest on the CDs will be earned at the specified Interest Rate regardless of whether the Reciprocal Feature or the One-Way Feature is used.

(b) When the Reciprocal Feature is used, the fee paid to IntraFi may affect rate determination. When the One-Way Feature is used, fees paid by Destination Institutions, or cost-of-funds rates for Destination Institutions, may affect rate determination.

(c) If we are eligible to use the Reciprocal Feature, and you authorize us to use either the Reciprocal Feature or the One-Way Feature, we may use a feature with greater benefits to you, to us, or both.

### 6.3. Placement Requirements

(a) Under the laws of some states, governmental units may submit deposits for placement through a deposit placement network only if the placing institution is located in the state and receives matching deposits of an equal maturity, if any, and an equal amount.

(b) If you are a state governmental unit, or if you are otherwise subject to restrictions on the placement of deposits for you, you are responsible for determining whether deposit placement in accordance with this Agreement satisfies any applicable restrictions.





## 7. FDIC Insurance Considerations

### 7.1. Deposit Insurance Coverage

(a) You may obtain information about FDIC deposit insurance coverage by visiting the FDIC website at [www.fdic.gov](http://www.fdic.gov) or by contacting the FDIC by letter, email, or telephone.

(b) All of your deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for the SMDIA. You should add to your Exclusions List any depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include, among others, individual accounts and joint accounts.

(c) You are responsible for determining whether deposits we place for you are maintained in separate insurable capacities. Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate TIN or other Depositor Identifier does not establish a separate insurable capacity.

(d) We will use the Depositor Identifier to identify you, and we will place deposits for you on the understanding that you are not submitting deposits for placement under more than one Depositor Identifier in the same insurable capacity.

(e) The requirements for FDIC deposit insurance coverage of the deposits of governmental units, including the United States government, state and local governments, the District of Columbia, and the Commonwealth of Puerto Rico, are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for losses resulting from the placement of deposits that are not eligible for FDIC deposit insurance.

(f) Records that we maintain, or that BNY maintains for us, reflecting ownership of the CDs will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to us any changes in ownership information so that there will be accurate information to provide to the FDIC if a Destination Institution fails and the FDIC pays its insured deposits by cash payment. The FDIC could also require you to provide additional documentation.

### 7.2. Responsibility to Monitor Deposits; Available Information

(a) You are responsible for monitoring the total amount of your funds at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that each placement of your funds at Destination Institutions is consistent with your exclusions and rejections.

(b) You can obtain publicly available financial information on Destination Institutions from the National Information Center of the Federal Reserve System at [www.ffiec.gov/nicpubweb/nicweb/nichome.aspx](http://www.ffiec.gov/nicpubweb/nicweb/nichome.aspx).

### 7.3. Uninsured Deposits

(a) Although we will not place a deposit for you through CDARS at any one Destination Institution in an amount that exceeds the SMDIA, a deposit that we place for you will not be eligible for FDIC insurance coverage at a Destination Institution before it becomes a deposit at the Destination Institution or after it is withdrawn from the Destination Institution. If the deposit is in a deposit account with us that is eligible for FDIC insurance coverage, it will be aggregated with your other deposits with us in the same insurable capacity for application of the SMDIA of \$250,000.

(b) If you cannot accept the risk of having a deposit with us that is not fully insured, you will be responsible for making arrangements with us, if we offer them, to have the deposits collateralized, protected by a properly-executed repurchase sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a collateralization arrangement is consistent with applicable law.

(c) If you cannot accept the risk of having a deposit with us that is not fully insured, and we do not offer arrangements of the kind described in Section 7.3(b) or we offer them but you do not make such arrangements with us, you should not submit deposits for placement through CDARS.

### 7.4. Deposit Insurance Payments

(a) In case of the liquidation of, or other closing or winding up of the affairs of, an insured depository institution, the FDIC is generally required by law to pay each insured deposit "as soon as possible," either by cash payment or by transferring the deposit to another insured depository institution. It is possible, however, that an insurance payment could be delayed. Neither





we nor any other person or entity will be obligated to advance funds to you with respect to an insurance payment or to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment.

(b) If a Destination Institution at which we place deposits for you is closed and the FDIC does not transfer deposits that include your funds to another insured depository institution, but will make a deposit insurance cash payment, we will cause a deposit insurance claim for your funds to be filed with the FDIC, and we will credit to you the proceeds of the deposit insurance claim that we receive for your funds, subject to any valid security interest.

(c) If the FDIC makes a deposit insurance cash payment for a CD at a closed Destination Institution, the FDIC is required by law to pay the principal amount plus unpaid accrued interest to the date of the closing of the Destination Institution, as prescribed by law, subject to the SMDIA. No interest is earned on a CD at a Destination Institution after it closes.

(d) If the FDIC transfers the deposits of a closed Destination Institution to another insured depository institution, the acquiring institution may assume a CD under its original terms or offer you a choice between receiving early payment of the CD without penalty or maintaining the CD at a different rate. If you choose to accept a new interest rate on the CD, you must terminate your custodial relationship with us with respect to the CD and have it titled on the records of the acquiring institution in your own name. Thereafter, you will have no relationship with us with respect to the CD and will receive any further payments on the CD directly from the acquiring institution.

## 8. Additional Considerations

### 8.1. Compare Rates

(a) We are not acting as your investment advisor with respect to the placement of funds using CDARS, and we are not advising you about alternative investments. You are responsible for comparing the rates of return and other features of the CDs to other available CDs and other kinds of investments before choosing placement through CDARS.

(b) The Interest Rate may be higher or lower than a cost-of-funds rate for a Destination Institution, an interest rate for another customer, or interest rates on comparable deposits available directly from us, from the Destination Institutions at which the CDs are held, from

other Destination Institutions, or from insured depository institutions that are not Destination Institutions.

### 8.2. Allocation Considerations

(a) The CDARS allocation process is subject to applicable law and may be affected by our objectives, IntraFi's objectives, or both, including administrative convenience, reduction of costs, and enhancement of profits.

(b) Participating institutions in the CDARS service may make compensatory payments resulting in payments to other participating institutions, or receive compensatory payments resulting from payments by other participating institutions, including compensatory payments that reflect the difference between an interest rate for deposits placed by an institution and a rate at which the receiving institution would otherwise pay interest.

### 8.3. Mutual Institution Rights

(a) Your funds may be placed in a CD at a Destination Institution that is in the mutual form of organization. Such a CD will be recorded on the records of the mutual institution in the name of the sub-custodian and not in your name. The sub-custodian will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own behalf or on your behalf.

(b) If we receive from the sub-custodian notice of a meeting of depositor members of a mutual institution or other materials or information relating to a mutual institution's mutual-to-stock conversion, we may forward such notice, materials, or information to you. If you wish to receive such notice, materials, or information directly from the mutual institution, or if you wish to attend or vote at any meeting of the depositor members of the mutual institution or receive subscription rights, you must, before the applicable record date (a date that is usually at least one year before the mutual institution's board of directors adopts a plan of conversion), dismiss us as your custodian and have the CD recorded on the records of the mutual institution in your name pursuant to Section 2(f).

## 9. Other Provisions

### 9.1. Release and Use of Identifying Information

(a) We may provide information that identifies you ("*Identifying Information*"), including your name, your TIN or other Depositor Identifier, and information on





your deposits, to a party that provides services in connection with CDARS ("Service Provider"), including IntraFi and BNY. A Service Provider may use Identifying Information in providing services in connection with CDARS.

(b) We or a Service Provider may also provide Identifying Information to a Destination Institution at which your funds have been placed in CDs, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with applicable law. In addition, we or a Service Provider may provide Identifying Information to the FDIC in connection with a deposit insurance claim.

(c) Except as provided in Section 9.1(a) or Section 9.1(b), we will not provide Identifying Information to any party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of IntraFi or BNY.

(d) IntraFi may use and disclose any and all analyses, comparisons, indexes, or other data or information assembled, compiled, or otherwise developed by IntraFi, including information regarding aggregated activity of CDARS depositors, as long as it does not individually identify you.

## 9.2. Tax Reporting and Withholding

(a) To the extent required by applicable law, we will file with the U.S. Internal Revenue Service ("IRS"), and furnish to you, IRS Form 1099-INT or its equivalent, or IRS Form 1042-S or its equivalent, for interest paid on the CDs by the Destination Institutions.

(b) If we are notified by the IRS that backup withholding is required for interest on the CDs, or if we otherwise determine that we are required by applicable law to collect such backup withholding, we will collect it and pay it to the IRS.

## 9.3. Liability and Dispute Resolution

(a) We will maintain, directly or through a Service Provider, appropriate records of our placements for you. We will not place deposits for you through CDARS at a Destination Institution that is the subject of a then-effective exclusion on your Exclusions List, at a Destination Institution that is the subject of a then-effective rejection by you, or at a Destination Institution under one Depositor Identifier in an amount that exceeds the SMDIA.

(b) If all or part of your funds in a CD at a Destination Institution are uninsured because of our failure to comply with the requirements set forth in Section 9.3(a), and if the Destination Institution fails and you do not otherwise recover the uninsured portion, we will reimburse you for your documented loss of the uninsured portion that you do not otherwise recover.

(c) SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN SECTION 9.3(b), AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND IN NO EVENT WILL INTRAFI OR BNY BE LIABLE, TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGE INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, INTRAFI, AND BNY WILL NOT HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR: (i) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (ii) DELAY IN ANY FDIC INSURANCE PAYMENT, (iii) THE FINANCIAL CONDITION OF ANY DESTINATION INSTITUTION OR THE ACCURACY OF ANY FINANCIAL INFORMATION ABOUT ANY DESTINATION INSTITUTION, OR (iv) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

(d) ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN THE CUSTODIAL AGREEMENT.

## 9.4. Miscellaneous

(a) This Agreement constitutes the entire agreement between you and us relating to the placement of deposits through CDARS and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, whether written or oral, relating to any matter herein, and may not be amended by any oral representation or oral agreement. This Section 9.4(a) will not affect the validity of any resubmission



agreements or addenda into which we have entered with you.

(b) Schedule 1 and Schedule 2 are incorporated into and made part of this Agreement. We may amend this Agreement, including any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the notice or, if no effective date is specified in the notice, the date that is fourteen (14) days after we give you written notice of the amendment. We may provide written notice of the amendment by means of an entry on your account statement, an email message, or a printed letter.

(c) Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited at the time of termination. In addition, the provisions of this Section 9.4 will survive termination.

(d) Except as provided in Section 2(i), this Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

(e) The headings in this Agreement are not intended to describe, interpret, define, or limit the scope,

meaning, or intent of this Agreement or any clause in it. Except as otherwise specified, a reference to a Section is a reference to a section of this Agreement. A reference to a Schedule is a reference to a schedule to this Agreement. The term "applicable law" refers to all applicable statutes, rules, regulations, and judicial orders, whether federal, state, or local. The words "include," "includes," and "including" do not imply exclusion.

(f) This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement may be executed in counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement will be valid, binding, and enforceable against you and us when executed by one of the following means that we accept: (i) an original manual signature, (ii) a DocuSign® eSignature or another electronic signature that we accept, or (iii) a faxed, scanned (including in a PDF document), or photocopied signature that we accept. Each DocuSign® eSignature, other electronic signature, or faxed, scanned, or photocopied signature that we accept shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original signature, and you and we waive any objection to the contrary.

The remainder of this page is intentionally left blank.





By signing below, you ("*Depositor*") and we ("*Relationship Institution*") agree to be legally bound by this CDARS Deposit Placement Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

## RELATIONSHIP INSTITUTION

Institution: Peoples Bank and Trust

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

Name and title of authorized signatory:

Alexandra KomarekTreasury Management Officer

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

## SOLE OR PRIMARY DEPOSITOR

Depositor: City of Valley Center

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

Name and title of authorized signatory (if not individual):

Chad Clinton MillerFinance DirectorDepositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_Email: cmiller@valleycenterks.gov

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

## ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: Brent Clark

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

Depositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_

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

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

## ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: Jet Truman

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

Depositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_

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

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

(Add signature lines as needed.)



## Schedule 1 to CDARS Deposit Placement Agreement

### Times and Contacts

This **Schedule 1** is part of the CDARS Deposit Placement Agreement ("*Agreement*"). Terms not defined in this Schedule 1 have the meanings, if any, assigned elsewhere in the Agreement.

#### 1. CDARS Placement Request Time

Except as we otherwise inform you, the CDARS Placement Request Time for a CDARS Order Date is as follows:

(insert time)
 ☐ AM ☒ PM (check AM or PM)
 ☐ Eastern ☒ Central ☐ Mountain ☐ Pacific (check time zone)

Daylight Saving Time applies when nationally in effect unless checked here ☐

☐ on the CDARS Order Date
 ☒ on the Business Day before the CDARS Order Date
 ☐ on (other):  (check one)

#### 2. CDARS Funding Time

Except as we otherwise inform you, the CDARS Funding Time for a CDARS Order Date is as follows:

☒ the CDARS Placement Request Time
 ☐ other:  (check one)

#### 3. CDARS Allocation Contacts

Except as we otherwise inform you, CDARS Allocation Contacts are as follows:

Name/Title	Telephone Number
Alex Komarek	620-791-8616

#### 4. CDARS Allocation Notification Time and CDARS Allocation Response Time

Except as we otherwise inform you or as otherwise stated at [www.CDARS.com/products](http://www.CDARS.com/products) or a successor website location, the CDARS Allocation Notification Time and the CDARS Allocation Response Time are as follows:

- (a) The CDARS Allocation Notification Time for a CDARS Order Date is 3:00 PM Eastern time on the CDARS Order Date.
- (b) The CDARS Allocation Response Time for a CDARS Order Date is 4:00 PM Eastern time on the CDARS Order Date.





Schedule 2 to CDARS Deposit Placement Agreement

Placement Feature and Exclusions

This **Schedule 2** is part of the CDARS Deposit Placement Agreement ("*Agreement*"). Terms not defined in this Schedule 2 have the meanings, if any, assigned elsewhere in the Agreement.

1. Placement Feature

- ☒ We may use the Reciprocal Feature, the One-Way Feature, or both in placing deposits for you.
- ☐ We will use only the Reciprocal Feature in placing deposits for you.
- ☐ We will use only the One-Way Feature in placing deposits for you.

(Check one above.)

2. Exclusions

(a) You may place depository institutions on your Exclusions List by identifying them in the list below, unless we specify another means by which you will provide your Exclusions List.

(b) The Exclusions List should include the city and state of the depository institution's main office (rather than the city and state of a branch location). The Exclusions List may also include the institution's FDIC certificate number or transit routing number. If you do not list any exclusions enter "none" under Name of Institution on the first line (but your signature after a blank list will constitute your acknowledgment that you have not listed any exclusions).

(c) Exclusions List:

Name of Depository Institution	City and State	FDIC Certificate or Routing Number
Intrust Bank	Valley Center, KS	101100029
Emprise Bank	Valley Center, KS	101100579
Halstead Bank	Valley Center, KS	101103835
Fidelity Bank	Wichita, KS	301171353
Legacy Bank	Wichita, KS	101107866

(Add lines if necessary.)

Signature of sole or primary Depositor

## Custodial Agreement

You, the undersigned, enter into this Custodial Agreement ("*Agreement*") with the following financial institution ("*we*" or "*us*");

Peoples Bank and Trust

1. Pursuant to this Agreement, you authorize us to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established pursuant to the CDARS Deposit Placement Agreement, the ICS Deposit Placement Agreement, or a predecessor agreement ("*Deposit Accounts*") for funds of yours placed as deposits through CDARS®, the Certificate of Deposit Account Registry Service®, or ICS, the IntraFi® Cash Service, and all your security entitlements and other related interests and assets with respect to the Deposit Accounts ("*Related Entitlements*"). The custodial account in which we will hold the Deposit Accounts and Related Entitlements ("*Custodial Account*") comprises all the CDARS and ICS custodial accounts that we maintain for you.

2. As your custodian, we may (i) cause the Deposit Accounts to be titled in our name or in the name of our sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to the Deposit Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) in accordance with your instructions, deposit your funds in, or withdraw your funds from, the Deposit Accounts, (v) in accordance with your instructions, deliver or transfer funds from another account with us to the Deposit Accounts or deliver or transfer funds from the Deposit Accounts to another account with us, (vi) for Deposit Accounts that are time deposits, surrender for payment for your account maturing CDs and those for which early withdrawal is requested, (vii) execute and deliver or file on your behalf all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name you when required for the purpose of the instrument, and (viii) take such other actions as are customary or necessary to effectuate the purposes of this Agreement.

3. For purposes of Article 8 of the Uniform Commercial Code in applicable state law ("*UCC*"), we will act as your securities intermediary for, and will treat as financial assets, any Deposit Accounts and Related Entitlements that we hold for you pursuant to this Agreement. The Custodial Account will be a securities account, as defined in the UCC.

4. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for records research, imaging, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to any minimum fee we charge for complying with legal processes.

5. We may honor any legal process that is served personally, by mail, or by electronic mail or facsimile transmission at any of our offices or an office of our agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.

6. We will have no liability to you for any good-faith act or omission by us in connection with this Agreement. You agree to indemnify us and our sub-custodian, and to hold us and our sub-custodian harmless from, all expenses (including counsel fees), liabilities, and claims arising out of any good-faith act or omission by us in connection with this Agreement or compliance with any legal process relating to the Custodial Account that we believe (correctly or otherwise) to be valid. You agree to pay any service charges that we impose on the Custodial Account.

7. You may be an individual in an individual capacity, more than one individual in a joint capacity, or a trust, partnership, corporation, or other legal entity. We may accept instructions on your behalf from any individual who signs this Agreement as or on behalf of a Depositor and from any of the following individuals:

Name	Title or Legal Capacity
Brent Clard	City Administrator
Chad Clinton Miller	Finance Director

(Add lines if necessary.)

The remainder of this page is intentionally left blank.

By signing below, you ("*Depositor*") and we ("*Relationship Institution*") agree to be legally bound by this Custodial Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

## RELATIONSHIP INSTITUTION

Institution: Peoples Bank and Trust

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

Name and title of authorized signatory:

Alexandra KomarekTreasury Management Officer

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

## SOLE OR PRIMARY DEPOSITOR

Depositor: City of Valley Center

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

Name and title of authorized signatory (if not individual):

Chad Clinton MillerFinance DirectorDepositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_Email: cmiller@valleycenterks.gov

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

## ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: Brent Clark

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

Depositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_

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

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

## ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: Jet Truman

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

Depositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_

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

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

(Add signature lines as needed.)

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

**I. RESOLUTION 778-25 APPROVAL OF INTRA-FI AGREEMENT  
WITH PEOPLES BANK:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommends motion to adopt Resolution 778-25, expanding the investment option for the City of Valley Center with an IntraFI account.**

**And**

**Staff recommended motion to approve Clint Miller, Mayor James Truman and Brent Clark as authorized signers on Peoples Bank - City of Valley Center IntraFi account.**

## **NEW BUSINESS**

### **J. APPROVAL OF ORGANIZATIONAL CHART CHANGES:**

City Administrator Clark will request approval of re-organizational flow chart by combining Finance Director Position with the City Treasurer Position. Also, the addition of an Accounting Clerk II FTE.

- Staff Memo
- City Organizational Flow Chart



February 4<sup>th</sup>, 2025

To: Mayor Truman & Council Members  
From: Brent Clark, City Administrator

***Subject: Organizational Flow Chart***

## PROPOSAL

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The City of Valley Center is always reevaluating processes and procedures to ensure we're providing the most effective as well as efficient services to the public. I have determined it's the best time to reevaluate the organizational flow chart with the recent departure of the City Treasurer. I'm proposing to combine the City Treasurer and the Finance Director position.

At the same time, I would propose adding an additional Accounting Clerk II position to our full-time equivalent (FTE) staff. The positions of Accounting Clerk II (2-FTE), and Utility Billing Clerk would continue to report directly to the Finance Director.

## RECOMMENDATION

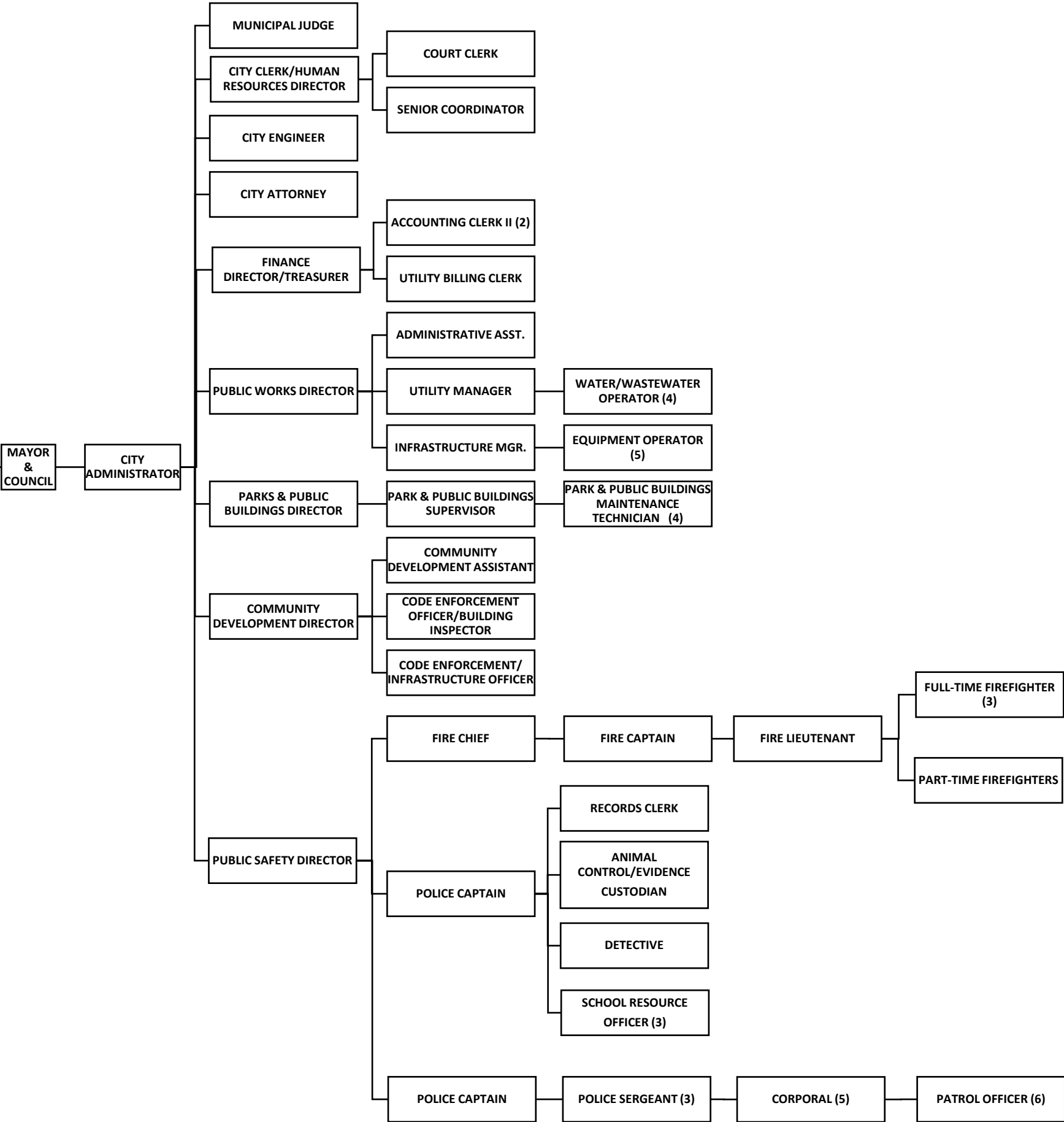
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Administration recommends approving the proposed updated organizational flow chart by adding an additional Accounting Clerk II position and combining the title of City Treasurer into the Finance Director position. Clint Miller will assume the responsibilities of the City Treasurer and Finance Director.

Sincerely,  
Brent Clark  
City Administrator



CITIZENS



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

**J. APPROVAL OF ORGANIZATIONAL CHART CHANGES:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommend motion 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.**

**CONSENT AGENDA**

**A. APPROPRIATION ORDINANCE – FEBRUARY 4, 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 4, 2025, as prepared by City Staff.

### **February 4, 2025, Appropriation**

<b>Total</b>	<b>\$ 456,347.51</b>
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VENDOR SET: 03 City of Valley Center

February 4, 2025 City Council Agenda Page 111

BANK: \* ALL BANKS

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0050	LLOYD C. NEWMAN							
C-CHECK	LLOYD C. NEWMAN	VOIDED V	1/17/2025			057609		137.00CR

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	1 VOID DEBITS	0.00		
	VOID CREDITS	137.00CR	137.00CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 03 BANK: * TOTALS:	1	137.00CR	0.00	0.00
BANK: * TOTALS:	1	137.00CR	0.00	0.00



VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
0150	AT&T MOBILITY							
I-202501142762	AT&T MOBILITY	R	1/17/2025	907.28		057601		907.28
0299	PITNEY BOWES GLOBAL FINANCIAL							
I-202501102741	PITNEY BOWES GLOBAL FINANCIAL	R	1/17/2025	174.00		057602		174.00
0585	SCOTT - MERRIMAN INCORPORATED							
I-202501152773	SCOTT - MERRIMAN INCORPORATED	R	1/17/2025	448.20		057603		448.20
1112	CRAFCO, INC							
I-202501132750	CRAFCO, INC	R	1/17/2025	60.00		057604		60.00
1189	AMERICAN WATER WORKS ASSOCIATI							
I-202501102745	AMERICAN WATER WORKS ASSOCIATI	R	1/17/2025	375.00		057605		375.00
1236	SHORT ELLIOT HENDRICKSON, INC.							
I-202501132755	SHORT ELLIOT HENDRICKSON, INC.	R	1/17/2025	14,300.00		057606		14,300.00
1392	WORKSTEPS, INC.							
I-202501102747	WORKSTEPS, INC.	R	1/17/2025	150.00		057607		150.00
1	RUNYON, CATHY							
I-000202501092739	REFUND	R	1/17/2025	300.00		057608		300.00
0014	WICHITA WINWATER WORKS CO.							
I-202501142759	WICHITA WINWATER WORKS CO.	R	1/17/2025	1,451.62		057610		1,451.62
0069	KANSAS DEPT REVENUE							
I-202501142763	KANSAS DEPT REVENUE	R	1/17/2025	1,841.21		057611		1,841.21
0077	KANSAS OFFICE OF THE TREASURER							
I-202501132752	KANSAS OFFICE OF THE TREASURER	R	1/17/2025	1,126.86		057612		1,126.86
0106	KANSAS MUNICIPAL JUDGES' ASSOC							
I-202501102742	KANSAS MUNICIPAL JUDGES' ASSOC	R	1/17/2025	25.00		057613		25.00
0113	VALLEY PRINT LOGISTICS							
I-202501102746	VALLEY PRINT LOGISTICS	R	1/17/2025	2,442.87		057614		2,442.87
0253	CITY ATTORNEYS ASSN OF KS							
I-202501102749	CITY ATTORNEYS ASSN OF KS	R	1/17/2025	35.00		057615		35.00
0281	KANSAS MAYORS ASSOCIATION							
I-202501102748	KANSAS MAYORS ASSOCIATION	R	1/17/2025	50.00		057616		50.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0351	WICHITA STATE UNIVERSITY							
I-202501132754	WICHITA STATE UNIVERSITY	R	1/17/2025	75.00		057617		75.00
0498	BRYAN'S HEATING & AIR CONDITIO							
I-202501152777	BRYAN'S HEATING & AIR CONDITIO	R	1/17/2025	7,859.25		057618		7,859.25
0713	WICHITA KENWORTH							
I-202501142757	WICHITA KENWORTH	R	1/17/2025	1,326.70		057619		1,326.70
0728	DITCH WITCH UNDERCON							
I-202501102744	DITCH WITCH UNDERCON	R	1/17/2025	50.12		057620		50.12
0780	CHENEY DOOR COMPANY							
I-202501152771	CHENEY DOOR COMPANY	R	1/17/2025	872.45		057621		872.45
0824	GALLS, LLC							
I-202501152766	GALLS, LLC	R	1/17/2025	493.55		057622		493.55
0912	PATTON TERMITE & PEST CONTROL							
I-202501152765	PATTON TERMITE & PEST CONTROL	R	1/17/2025	2,220.00		057623		2,220.00
1074	KANSAS ASSOCIATION OF CITY/COU							
I-202501152769	KANSAS ASSOCIATION OF CITY/COU	R	1/17/2025	200.00		057624		200.00
1078	FLEXIBLE BENEFIT SERVICE CORPO							
I-202501152772	FLEXIBLE BENEFIT SERVICE CORPO	R	1/17/2025	348.25		057625		348.25
1137	WASTE CONNECTIONS OF KANSAS, I							
I-202501142758	WASTE CONNECTIONS OF KANSAS, I	R	1/17/2025	46,159.64		057626		46,159.64
1234	FLEET FUELS LLC							
I-202501152770	FLEET FUELS LLC	R	1/17/2025	1,193.79		057627		1,193.79
1236	SHORT ELLIOT HENDRICKSON, INC.							
I-202501152768	SHORT ELLIOT HENDRICKSON, INC.	R	1/17/2025	80,503.38		057628		80,503.38
1360	ABCD TECH							
I-202501152774	ABCD TECH	R	1/17/2025	15.00		057629		15.00
1376	LAMPTON WELDING SUPPLY CO., IN							
I-202501102743	LAMPTON WELDING SUPPLY CO., IN	R	1/17/2025	84.95		057630		84.95
1389	SITEONE LANDSCAPE SUPPLY							
I-202501152767	SITEONE LANDSCAPE SUPPLY	R	1/17/2025	2,397.76		057631		2,397.76

VENDOR SET: 02 City of Valley Center

February 4, 2025 City Council Agenda Page 114

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
1394	IDEATEK TELECOM, LLC.							
I-202501132753	IDEATEK TELECOM, LLC.	R	1/17/2025	1,760.68		057632		1,760.68
1416	MOUNTAINLAND SUPPLY COMPANY							
I-202501142764	MOUNTAINLAND SUPPLY COMPANY	R	1/17/2025	36.73		057633		36.73
0270	INTRUST CARD CENTER							
I-202501162779	INTRUST CARD CENTER	R	1/17/2025	9,709.15		057636		9,709.15
0032	AFLAC							
I-AF 202501072704	SUPPLEMENTAL INSURANCE	R	1/24/2025	99.71		057637		
I-AF 202501212786	SUPPLEMENTAL INSURANCE	R	1/24/2025	99.71		057637		
I-AFC202501072704	SUPPLEMENTAL INSURANCE	R	1/24/2025	51.44		057637		
I-AFC202501212786	SUPPLEMENTAL INSURANCE	R	1/24/2025	51.44		057637		
I-AFD202501072704	SUPPLEMENTAL INSURANCE	R	1/24/2025	55.77		057637		
I-AFD202501212786	SUPPLEMENTAL INSURANCE	R	1/24/2025	55.77		057637		
I-AFL202501072704	SUPPLEMENTAL LIFE INSURANCE	R	1/24/2025	60.10		057637		
I-AFL202501212786	SUPPLEMENTAL LIFE INSURANCE	R	1/24/2025	60.10		057637		
I-AFO202501072704	SUPPLEMENTAL INSURANCE	R	1/24/2025	45.89		057637		
I-AFO202501212786	SUPPLEMENTAL INSURANCE	R	1/24/2025	156.65		057637		736.58
0445	DELTA DENTAL OF KANSAS, INC.							
I-DDS202501072704	DENTAL INSURANCE	R	1/24/2025	218.64		057638		
I-DDS202501212786	DENTAL INSURANCE	R	1/24/2025	218.64		057638		
I-DEC202501072704	DENTAL INSURANCE	R	1/24/2025	249.06		057638		
I-DEC202501212786	DENTAL INSURANCE	R	1/24/2025	249.06		057638		
I-DES202501072704	DENTAL INSURANCE	R	1/24/2025	324.72		057638		
I-DES202501212786	DENTAL INSURANCE	R	1/24/2025	288.64		057638		
I-DFM202501072704	DENTAL INSURANCE	R	1/24/2025	786.50		057638		
I-DFM202501212786	DENTAL INSURANCE	R	1/24/2025	630.24		057638		2,965.50
0566	SURENCY LIFE AND HEALTH							
I-VEC202501072704	VISION INSURANCE	R	1/24/2025	7.93		057639		
I-VEC202501212786	VISION INSURANCE	R	1/24/2025	7.93		057639		
I-VES202501072704	VISION INSURANCE	R	1/24/2025	9.24		057639		
I-VES202501212786	VISION INSURANCE	R	1/24/2025	9.24		057639		
I-VMC202501072704	VISION INSURANCE	R	1/24/2025	78.12		057639		
I-VMC202501212786	VISION INSURANCE	R	1/24/2025	78.12		057639		
I-VME202501072704	VISION INSURANCE	R	1/24/2025	43.47		057639		
I-VME202501212786	VISION INSURANCE	R	1/24/2025	43.47		057639		
I-VMF202501072704	VISION INSURANCE	R	1/24/2025	185.57		057639		
I-VMF202501212786	VISION INSURANCE	R	1/24/2025	185.57		057639		
I-VMS202501072704	VISION INSURANCE	R	1/24/2025	70.84		057639		
I-VMS202501212786	VISION INSURANCE	R	1/24/2025	72.31		057639		791.81

VENDOR SET: 02 City of Valley Center

February 4, 2025 City Council Agenda Page 115

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
0061	VALLEY CENTER PUBLIC LIBRARY							
I-202501232797	VALLEY CENTER PUBLIC LIBRARY	R	1/24/2025	180,492.69		057640		180,492.69
0113	VALLEY PRINT LOGISTICS							
I-202501222790	VALLEY PRINT LOGISTICS	R	1/24/2025	766.08		057641		766.08
0150	AT&T MOBILITY							
I-202501232794	AT&T MOBILITY	R	1/24/2025	257.45		057642		257.45
0196	P E C (PROFESSIONAL ENGINEERIN							
I-202501222787	P E C (PROFESSIONAL ENGINEERIN	R	1/24/2025	52,970.30		057643		52,970.30
0623	CORE & MAIN							
I-202501232799	CORE & MAIN	R	1/24/2025	1,126.20		057644		1,126.20
0768	MABCD							
I-202501212780	MABCD	R	1/24/2025	50.00		057645		50.00
0799	ELITE FRANCHISING INC DBA JANI							
I-202501212784	ELITE FRANCHISING INC DBA JANI	R	1/24/2025	295.00		057646		295.00
0824	GALLS, LLC							
I-202501222793	GALLS, LLC	R	1/24/2025	573.05		057647		573.05
0884	ENDURA							
I-202501212782	ENDURA	R	1/24/2025	977.20		057648		977.20
1004	IMAGINE IT, INC.							
I-202501222789	IMAGINE IT, INC.	R	1/24/2025	8,681.23		057649		8,681.23
1153	KAESER COMPRESSORS, INC.							
I-202501232798	KAESER COMPRESSORS, INC.	R	1/24/2025	1,707.55		057650		1,707.55
1204	C & H OUTDOOR, LLC							
I-202501212781	C & H OUTDOOR, LLC	R	1/24/2025	18,532.50		057651		18,532.50
1388	NNDDA							
I-202501232796	NNDDA	R	1/24/2025	200.00		057652		200.00
1403	PARETO HEALTH							
I-202501212783	PARETO HEALTH	R	1/24/2025	94.00		057653		94.00
1417	ACCESS SYSTEMS LEASING							
I-202501222792	ACCESS SYSTEMS LEASING	R	1/24/2025	2,082.55		057654		2,082.55

VENDOR SET: 02 City of Valley Center

BANK: APBK INTRUST CHECKING

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

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
1431	T & W TIRE, LLC.							
I-202501212785	T & W TIRE, LLC.	R	1/24/2025	1,900.89		057655		1,900.89
1432	CENTRAL SAND COMPANY, INC.							
I-202501222788	CENTRAL SAND COMPANY, INC.	R	1/24/2025	1,208.05		057656		1,208.05
1438	KIOWA COUNTY SHERIFF'S OFFICE							
I-202501232795	KIOWA COUNTY SHERIFF'S OFFICE	R	1/24/2025	456.84		057657		456.84

* * T O T A L S * *	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	54		455,858.91	0.00	455,858.91
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: 02 BANK: APBK TOTALS:	54		455,858.91	0.00	455,858.91



VENDOR SET: 03 City of Valley Center

February 4, 2025 City Council Agenda Page 117

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
0050	LLOYD C. NEWMAN							
I-202501152775	LLOYD C. NEWMAN	V	1/17/2025	137.00		057609		137.00
0050	LLOYD C. NEWMAN							
M-CHECK	LLOYD C. NEWMAN	VOIDED V	1/17/2025			057609		137.00CR
0050	LLOYD C. NEWMAN							
I-202501162778	LLOYD C. NEWMAN	R	1/17/2025	137.00		057634		137.00
0146	DALTON STINEMAN							
I-202501222791	DALTON STINEMAN	R	1/24/2025	111.60		057658		111.60

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2	385.60	0.00	248.60
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	137.00CR	137.00CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 03 BANK: APBK TOTALS:	2	248.60	0.00	248.60

VENDOR SET: 04 City of Valley Center

February 4, 2025 City Council Agenda Page 118

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
0234	AMBER CRABBS							
I-202501142760	AMBER CRABBS	R	1/17/2025	240.00		057635		240.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	240.00	0.00	240.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 04 BANK: APBK TOTALS:	1	240.00	0.00	240.00
BANK: APBK TOTALS:	57	456,347.51	0.00	456,347.51
REPORT TOTALS:	57	456,347.51	0.00	456,347.51

## SELECTION CRITERIA

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VENDOR SET: \* - All

VENDOR: ALL

BANK CODES: All

FUNDS: All

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## CHECK SELECTION

CHECK RANGE: 057601 THRU 057658

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

CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99

INCLUDE ALL VOIDS: YES

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## 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

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## **STAFF REPORTS**

**A. Community Development Director Fiedler**

**B. Parks & Public Buildings Director Owings**

**C. Public Safety Director Newman**

**D. Public Works Director Eggleston**

**E. City Engineer- Scheer**

**F. City Attorney Arbuckle**

**G. Finance Director Miller**

**H. City Clerk/HR Director Carrithers**

**I. City Administrator Clark**

## **GOVERNING BODY REPORTS**

**A. Mayor Truman**

**B. Councilmember Colbert**

**C. Councilmember Wilson**

**D. Councilmember Bass**

**E. Councilmember Anderson**

**F. Councilmember Gregory**

**G. Councilmember Kerstetter**

**H. Councilmember Evans**

**I. Councilmember Stamm**

**ADJOURN**