



CITY COUNCIL AGENDA

March 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 5**
- 6. ADMINISTRATION AGENDA p 6**
 - A. City Council Meeting Minutes – February 20, 2025
- 7. PRESENTATIONS / PROCLAMATIONS p 11**
 - A. North Meridian Tree Replacement Project Update
- 8. PUBLIC FORUM (*Citizen input and requests*) p 11**
- 9. APPOINTMENTS p 11**
- 10. OLD BUSINESS p 22**
 - A. Ordinance 1420-25; Comprehensive Plan Adoption p 22
- 11. NEW BUSINESS p 26**
 - A. Resolution 779-25: Annexation of Lot 5 Block A West Valley Addition p 26
 - B. Professional Services Agreement - Abilene Lift Station Design p 32
 - C. Executive Session: Preliminary discussion concerning the acquisition of Real Property p 40
- 12. CONSENT AGENDA p 41**
 - A. Appropriation Ordinance – March 4, 2025 p 42
 - B. Delinquent Account Report – December 2024 p 51
 - C. Special Use Park Request – L & H Homes– April 12, 2025. p 57
 - D. Special Use Park Request – Ark Church - April 2, 2025 p 62
- 13. STAFF REPORTS p 66**
- 14. GOVERNING BODY REPORTS p 67**
- 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.gov, or by phone at (316)755-7310.

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

CALL TO ORDER

ROLL CALL

INVOCATION – MINISTERIAL ALLIANCE

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

RECOMMENDED ACTION:

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

ADMINISTRATION AGENDA

A. MINUTES:

Attached are the Minutes from February 20, 2025, postponed regular City Council Meeting as prepared by the City Clerk.

REGULAR COUNCIL MEETING
February 20, 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, and Matt Stamm.

Members Absent: Dale Kerstetter and Chris Evans

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

Press present: Ark Valley News

APPROVAL OF AGENDA -

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

ADMINISTRATION AGENDA –

FEBRUARY 4, 2025, CITY COUNCIL MINUTES-

Gregory moved to approve the minutes of February 4, 2025, City Council meeting as presented, seconded by Wilson. Vote Aye: Unanimous. Motion Carried.

PRESENTATIONS/PROCLAMATIONS –

A. NORTH MERIDIAN TREE REPLACEMENT PROJECT UPDATE

Parks and Public Building Director Owings stated that this update will be presented at the March 4, 2025, Council meeting.

B. PUBLIC SAFETY PROMOTIONS

Public Safety Director Newman announced the following promotions for officers in the Police Department. Sergeant- Greg Fox, Corporal- Rasheed Berry, Liliana Garcia, Scott Hamlin and Ceara Hay.

PUBLIC FORUM – None

APPOINTMENTS – None

OLD BUSINESS –

A. ORDINANCE 1418-25; AMEND NUISANCE REGULATIONS

Community Development Director Fiedler presented for final approval Ordinance 1418-25 which amends the nuisance regulations in City Code. As directed by Council a change in the final draft was made granting authority to City Administrator and Public Works Director to grant exceptions for agricultural use land in special circumstances. Final Draft also has a change to date of final approval due to postponement of Council meeting.

Wilson moved to approve Ordinance 1418-25 to amend City's nuisance regulation for final reading. Motion seconded by Colbert. Vote Aye: Unanimous. Motion carried.

NEW BUSINESS-

A. APPROVAL OF REAL ESTATE CONTRACT WITH USD NO 262

City Administrator Clark presented contract between the City of Valley Center and Unified School District No. 262. This is for property legally described as Lot 1 Block F in the Trails End Addition of Valley Center commonly known as 1500 East Tanner Trail. School Superintendent Greg Lehr addressed Council and reported that work will begin in a few weeks. A ground "bringing" is planned. Dirt from each school will be brought to the new school site. The new school will open in fall 2026.

Stamm moved to approve contract to sell real estate located at Lot 1 Block F in the Trails End Addition of Valley Center, Kansas for \$1.00 to USD 262. Motion seconded by Wilson. Vote Yea: Unanimous. Motion carried.

B. PLANNING AND ZONING BOARD MINUTES – JANUARY 28, 2025

Community Development Director Fiedler presented minutes for the January 28, 2025, Planning and Zoning Board Meeting. He explained the Council needed to accept and file these minutes. Motion to accept and file minutes is needed prior to discussion of proposed Ordinance 1420-25.

Wilson moved to accept and file minutes from January 28, 2025, Planning and Zoning Board Meeting. Colbert seconded the motion. Vote Aye: Unanimous. Motion carried.

C. ORDINANCE 1420-25; COMPREHENSIVE PLAN ADOPTION

Community Development Director Fiedler explained the process and history in the development of the Comprehensive Plan. He stated that following his presentation of the 2025-2035 Comprehensive Plan, the Mayor should open a public hearing. Following the public hearing and Council discussion a motion to approve Ordinance for first reading is needed. Fiedler stated that multiple committee and public forum meetings were held to go over all details.

Mayor Truman opened the public hearing at 7:28pm. Paul Springer a member of the Planning and Zoning Board addressed Council with the opportunity this plan has to set the vision for future of Valley Center. Valley Center has a great school system and retains the small-town feel, but the vision is vital. Public hearing closed at 7:32pm.

Wilson made a motion to accept the recommendation of the Planning and Zoning Board and approve for 1st reading Ordinance 1420-25, approving the Valley Center 2025-2035 Comprehensive Plan as the official Comprehensive Plan for the City of Valley Center. Anderson seconded the motion. Vote Aye: Unanimous. Motion carried.

D. AWARD BID OF 2025 RAW WATER SERVICES AND MAINTENANCE CONTRACT

Public Works Director presented the proposal received from Sargent Drilling for raw water services and maintenance for the three city wells. He stated Sargent was the only bid received, but prior experience with their company has always been positive.

Colbert moved to accept bid from Sargeant Drilling for 2025 Water Well Services in the amount of \$54,570.00 and authorize Mayor or City Administrator to sign. Bass seconded the motion. Vote Aye: Unanimous. Motion carried.

E. AWARD BID OF 2025 ROADWAY UPGRADE SERVICES

Public Works Director Eggleston reported that two proposals were received for Road Upgrade Services. In keeping with the overall street rehabilitation strategy, Apac of Kansas submitted the lowest qualified bids for the approximately 18,860 square yards of pavement for 2" mill & overlay. This will be for 3rd Street, Sheridan to RR and Ash St. 5th St to Main. Gregory inquired about work needed on South Seneca. Eggleston stated that project will be included in a WAMPO project.

Wilson moved to approve of the award of the negotiated proposal for the 2024 Roadway Upgrade services of the selected street segments from Apac of Kansas in the amount of \$283,575.00. Authorize the Mayor or City. Bass seconded the motion. Vote Aye: Unanimous. Motion carried.

CONSENT AGENDA

A. APPROPRIATION ORDINANCE – FEBRUARY 18, 2025

B. DELINQUENT ACCOUNT REPORT

C. ECONOMIC DEVELOPMENT BOARD MINUTES

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

STAFF REPORTS

PARKS AND PUBLIC BUILDING DIRECTOR OWINGS

Reported that Jonathan Holdaway has been hired into his department. Holdaway started this morning. They are still looking to schedule interviews for the other open position.

PUBLIC WORKS DIRECTOR EGGLESTON

Eggleston submitted a department report in the agenda. He stated there is another delay with the Meridan Street project due to weather.

FINANCE DIRECTOR MILLER

He reported that the full conversion of accounts to Peoples Bank should occur in approximately 14 days. Linlee Prater will begin with the City as Accounting Clerk next week.

CITY CLERK/HR DIRECTOR CARRITHERS

Thanked the City on behalf of the wellness committee and all staff for the opportunity for Rec. Center memberships. Staff were able to utilize the soft opening this week.

CITY ADMINISTRATOR CLARK

Announced the Open House and ribbon cutting for the Rec. Center will be Saturday, February 22nd. The open house will be held from 9:00-11:00am with the ribbon cutting at 11:00. Clark stated that the Recreation Center was the direct result of the need and support of the community. Thank You.

GOVERNING BODY REPORTS-

MAYOR TRUMAN

Truman noted how good North Meridian looks with the lights and flags. Truman also thanked city staff for the snow removal following the latest snow.

COUNCILMEMBER COLBERT

Submitted a report regarding sites that have wells on the EPA list.

COUNCILMEMBER BASS

Bass also noted the staff working to clear the streets of snow. Noted they were working overnight to clear roads.

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

ADJOURN -

The meeting adjourned at 7:45 PM.

Kristi Carrithers, City Clerk/HR Director

ADMINISTRATION AGENDA
RECOMMENDED ACTION

A. MINUTES:

RECOMMENDED ACTION:

Staff recommends motion to approve the minutes of February 20, 2025, postponed regular Council Meeting as presented/ amended.

PRESENTATIONS / PROCLAMATIONS

North Meridian Tree Replacement Project Update

PUBLIC FORUM

APPOINTMENTS



North Meridian Tree Replacement Project Update

North Meridian Tree Replacement Project Update

To: Mr. Mayor and Members of Council

From: Roger Stewart/Public Properties & Outdoor Spaces Board

Date: February 18th, 2025

Dear Mr. Mayor and Council Members,

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

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

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

Sincerely,

Roger Stewart

Public Properties & Outdoor Spaces Board



North Meridian Tree Project Timeline

July 2023

Discussion on tree removals for construction.

October 2023

Continued tree removal discussions.

November 2023

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

January 2024

Trees removed along construction area.

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

February 2024

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

March -May 2024

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

June-July 2024

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

August-September 2024

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

October 2024

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

Late November-December 2024

Began planting trees as species became available to plant.

January 2025

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

March/April 2025

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



North Meridian Tree Removal by Species

12.20.24

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

Small Trees (up to 20' tall)

Flowering Crabtree *Malus spp.*



'Prairie fire'



'Spring snow'



'Velvet Pillar' (purple foliage)



'Red Barron'

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



Merlot Redbud Tree*

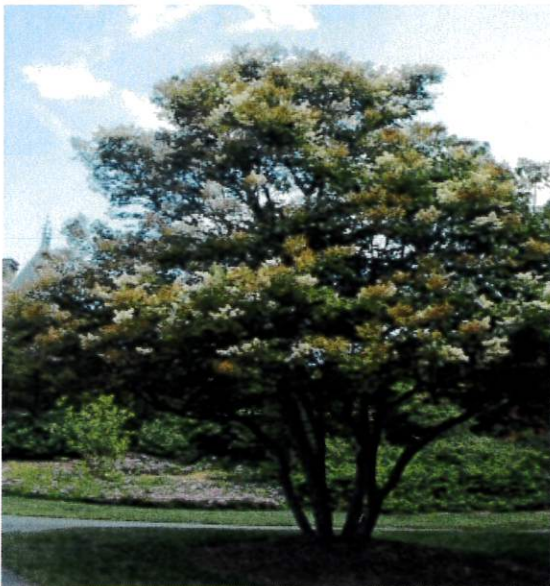
Cercis canadensis 'Merlot' PP22297



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

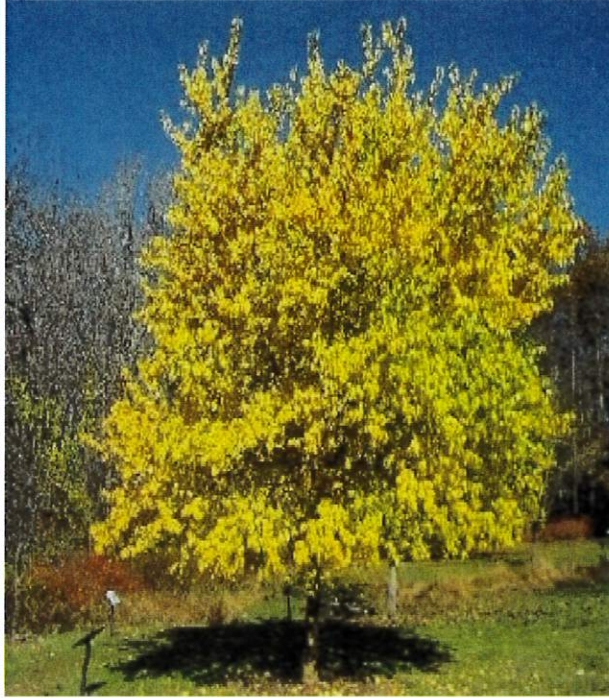
More heat resistant leaves than those of Forest Pansy suggest better performance in warm climates.
Selected from the second generation of a cross of 'Texas White' x 'Forest Pansy' by Dennis Werner of NCSU.

Japanese Tree Lilac *Syringa reticulata*

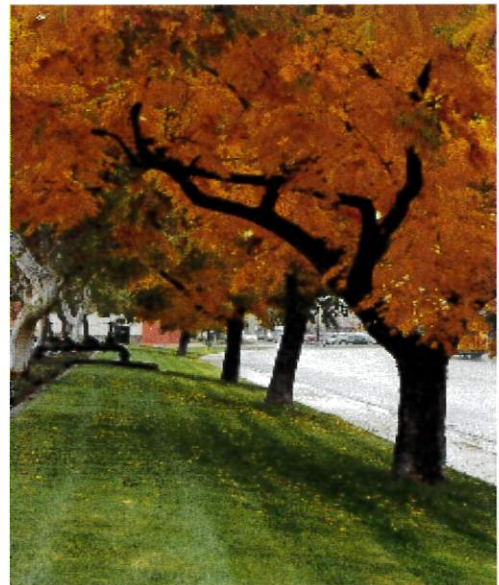


Medium Trees (25' to 40')

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



Golden raintree *Koelreuteria paniculata*



Chinkapin Oak *Quercus muehlenbergii*



Chinese Pistache *Pistacia chinensis*

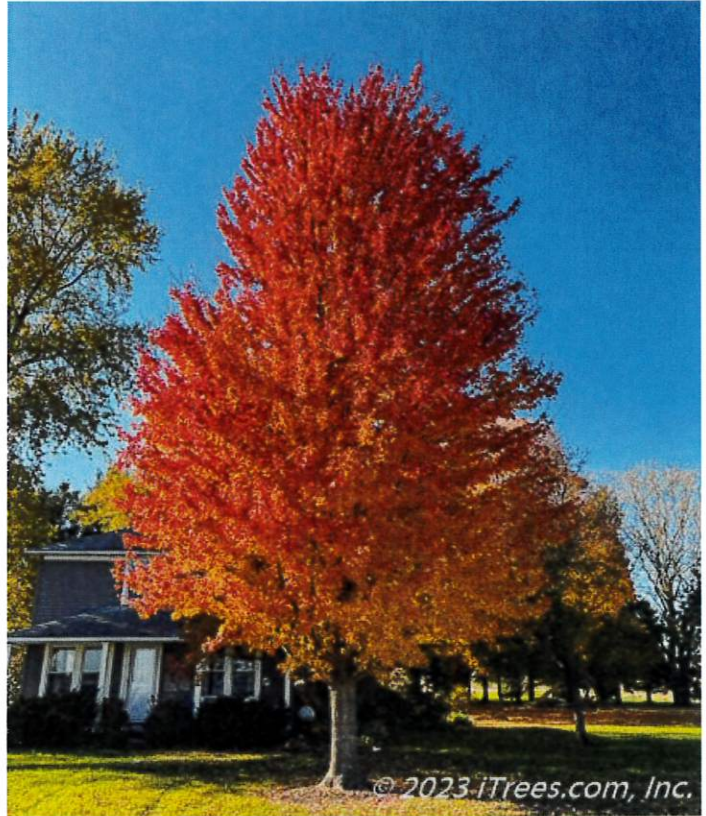


Large Trees (40' up to 60'+)

Caddo Maple



Autumn Blaze Maple



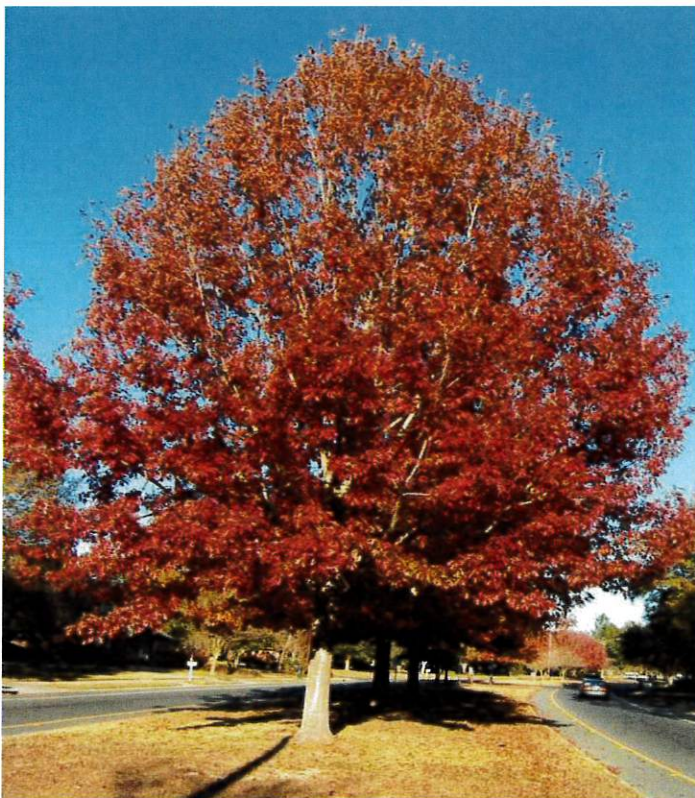
London Planetree 'Exclamation'



American Elm 'Princeton'



Shumard Oak





Tree Planting Projects 2024 - 2025

1.17.24

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

OLD BUSINESS

A. ORDINANCE 1420-25; COMPREHENSIVE PLAN:

Community Development Director Fiedler will present Ordinance 1420-25 for 2nd reading. The ordinance adopts the 2025-2035 Comprehensive Plan for the City of Valley Center.

- Ordinance 1420-25

ORDINANCE NO. 1420-25

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

First Reading: February 20, 2025
Second Reading: March 4, 2025

(SEAL)

/s/ _____
Jet Truman, Mayor

ATTEST:

/s/ _____
Kristi Carrithers, City Clerk

OLD BUSINESS

RECOMMENDED ACTION

A. ORDINANCE 1420-25; COMPREHENSIVE PLAN:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 1420-25 adopting the 2025-2035 City of Valley Center Comprehensive Plan for 2nd reading.

NEW BUSINESS

A. RESOLUTION 779-25; ANNEXATION OF LOT 5, BLOCK A WEST VALLEY ADDITION:

Community Development Director Fiedler will present Resolution 779-25 seeking Sedgwick County determine that land within Sedgwick County be annexed into the City of Valley Center. This area consists of approximately 8.68 acres.

- Applicant Letter
- Map
- Resolution 779-25

February 5th, 2025

City of Valley Center
121 S. Meridian
P.O. Box 188
Valley Center, KS 67147

RE: Island Annexation Request

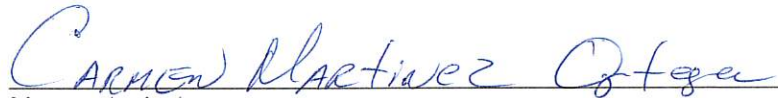
Dear Mayor Truman and Members of Council:

I hereby undersigned being the owner and legal representative of the property legally described as:

**LEGAL DESCRIPTION, LOT 5 BLOCK A WEST VALLEY ADDITION,
Sedgwick County, Kansas.**

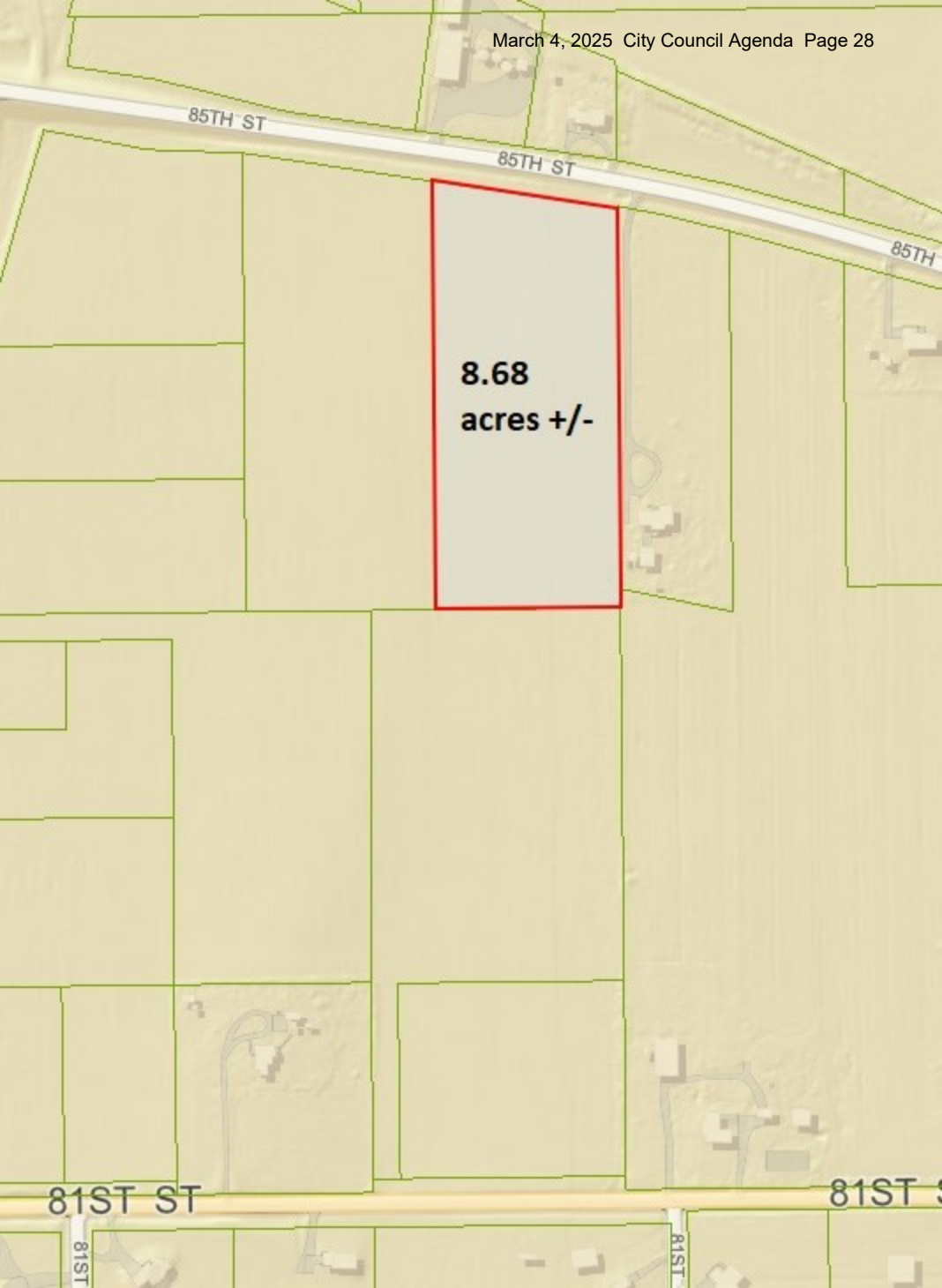
herby request the island annexation of the described property into the City of Valley Center, Kansas.


Full Legal Signature


Name (print)


Mailing Address


Date



**8.68
acres +/-**

81ST ST

81ST ST

RESOLUTION NO. 779-25

A RESOLUTION OF THE CITY OF VALLEY CENTER KANSAS SEEKING, PURSUANT TO THE AUTHORITY OF K.S.A. 12-520c, THAT THE SEDGWICK COUNTY KANSAS BOARD OF COUNTY COMMISSIONERS FIND AND DETERMINE THAT CERTAIN LANDS WITHIN SEDGWICK COUNTY KANSAS, BUT NOT ADJOINING VALLEY CENTER KANSAS, MAY BE ANNEXED INTO THE CITY OF VALLEY CENTER KANSAS PER THE CIRCUMSTANCES SET FORTH IN K.S.A. 12-520c.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF VALLEY CENTER KANSAS THAT:

WHEREAS, under K.S.A. 12-520c, a city may, under certain circumstances, annex land to the city that does not presently adjoin the boundaries of the annexing city, and

WHEREAS, the owner of the below described tract of land in Sedgwick County Kansas has in February 2025 petitioned the governing body of the city of Valley Center Kansas for annexation to the City of Valley Center Kansas, but said land does not adjoin the present city boundary, and is located approximately .3 miles north of the present Valley Center Kansas boundary, and is located in Sedgwick County Kansas in Section 35 Township 25 Range 1 west of the 6th principal meridian and within Section 35 and described as:

TRACT: Lot 5 Block A West Valley Addition.

WHEREAS, K.S.A. 12-520c requires that in such cases requesting a non-adjoining annexation, the proposed annexing city requests by resolution that the governing board of county commissioners conduct an inquiry to find and determine whether the proposed annexation would hinder or prevent the proper growth and development of the area or that of another incorporated city, and

WHEREAS, the governing body of the City of Valley Center Kansas, by the passage of this resolution, has expressed a favorable disposition to the annexation of this land upon a favorable determination by the Sedgwick County Board of County Commissioners,

BE IT THEREFORE RESOLVED THAT, the governing body of the city of Valley Center Kansas respectfully requests that, pursuant to K.S.A. 12-520c, the Sedgwick County Kansas Board of County Commissioners, conduct the factual inquiry required by K.S.A. 12-520c (a)(3), and find and determine that the annexation of the previously described tracts will not hinder or prevent the proper growth and development of this area or that of another incorporated city within Sedgwick County Kansas, and enter such a finding in the Sedgwick County Kansas records.

PASSED AND APPROVED by the governing body of the City of Valley Center, Kansas, on the ____ day of March, 2025.

MAYOR

CITY CLERK

NEW BUSINESS

RECOMMENDED ACTION

A. RESOLUTION 779-25; ANNEXATION OF LOT 5, BLOCK A WEST VALLEY ADDITION:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommend motion to approve Resolution 779-25 regarding the request to Sedgwick County to annex land at Lot 5, Block A in the West Valley Addition.

NEW BUSINESS

**B. PROFESSIONAL SERVICES AGREEMENT - ABILENE LIFT
STATION DESIGN:**

An agreement will be presented for professional design services with SEH. The project consists of decommissioning the existing lift station on Abilene Avenue, rerouting the existing sanitary sewer to a new lift station site, and designing the lift station parameters for the procurement of a prefabricated lift station (pump, piping, & wet well) with associated site appurtenances.

- Professional Services Agreement

Agreement for Professional Services

This Agreement is effective as of February 26, 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: **Abilene Lift Station 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 consists of decommissioning the existing lift station on Abilene Avenue, rerouting the existing sanitary sewer to a new lift station site, and designing the lift station parameters for the procurement of a prefabricated lift station (pump, piping, & wet well) with associated site appurtenances.

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 & Design Memo

- Topographic Survey of the area of the existing Lift Station, Proposed Lift Station, and sanitary sewer routing.
- Review existing lift station inflow data and as-built drawings as well as field visit to verify
- Develop lift station design parameters to include, served area, current capacity, future proposed capacity, and the required head pressure for the proposed pumping station
- Develop required electrical loading and controls. Integrate the existing control panel into the proposed lift station prefabricated system.
- Route proposed electrical service to the new lift station location, and coordinate with Evergy
- Provide Design Memo for all required Lift Station parameters. Provide the Design Memo to KDHE for review and concurrence, as well as suppliers to right size the proposed prefabricated lift station system
- Develop construction documents for bidding purposes for the decommissioning of the existing Lift Station, Sanitary sewer routing to the new Lift Station and associated removals and restoration, Electrical routing and controls for the new Lift Station location, and other site appurtenances.
- Construction Documents for the Lift Station prefabricated system will not be provided. The supplier of the prefabricated Lift Station System will provide all shop drawings necessary for KDHE review and concurrence.
- Submit Final Plans for City staff review, which shall include the following:
 - Title sheet
 - Notes sheet
 - Typical street repair section sheet
 - Details sheets
 - Control sheet
 - Site Erosion Control & Stabilization plans
 - Sanitary Sewer Plan & Profile sheets
 - Electrical Site Plan & Control Details
- 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

Not included:

- Construction administration
- Construction Staking
- Water Main or Storm Sewer Design
- Construction Documents of the Prefabricated Lift Station (provided by supplier)

Schedule: Design is anticipated to take up to 10 weeks for the Construction Documents submittal to city for review, and reviews and resubmittals can take another 3 weeks. Once approved by the City, 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), **\$57,200.**

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 February 26, 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.

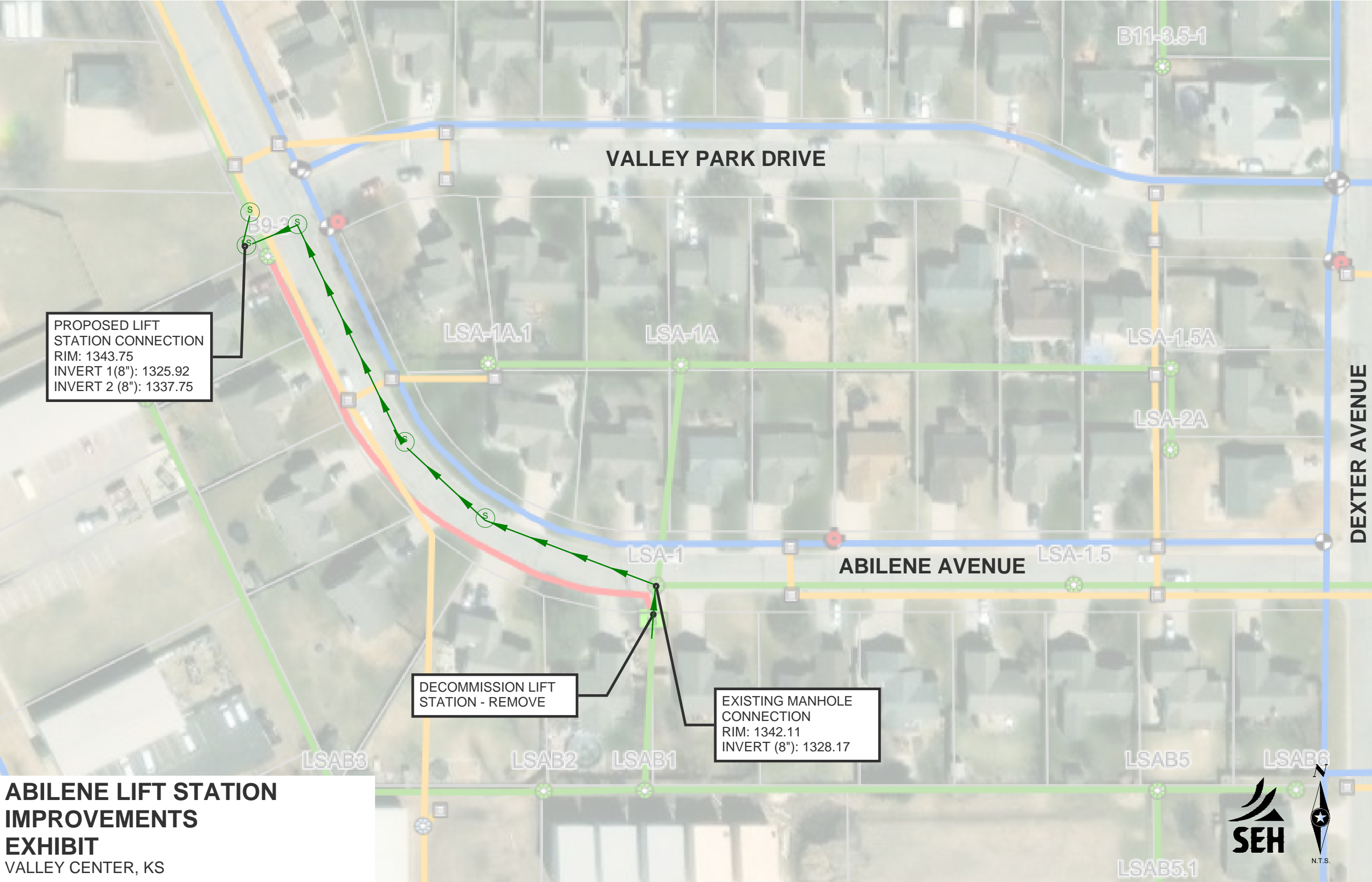
The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client 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.

NEW BUSINESS

RECOMMENDED ACTION

**B. PROFESSIONAL SERVICES AGREEMENT - ABILENE LIFT
STATION DESIGN:**

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommend motion to approve Professional Design Agreement with SEH for Abilene Lift Station in the amount of \$57,200.00 and authorize Mayor or City Administrator to sign.

NEW BUSINESS

**C. EXECUTIVE SESSION: PRELIMINARY DISCUSSION
CONCERNING THE ACQUISITION OF REAL PROPERTY RATES:**

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends motion for Council to recess into executive session for the preliminary discussion of the acquisition of real property. The open meeting will resume in the City Council Chamber in _____minutes

CONSENT AGENDA

- A. APPROPRIATION ORDINANCE – MARCH 4, 2025**
- B. DELINQUENT ACCOUNT REPORT – DECEMBER 2024**
- C. SPECIAL USE PARK REQUEST – L&H HOMES – APRIL 12, 2025**
- D. SPECIAL USE PARK REQUEST – ARK CHURCH – APRIL 2, 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 March 4, 2025, as prepared by City Staff.

March 4, 2025, Appropriation

Total	\$ 279,493.76
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VENDOR SET: 02 City of Valley Center

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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
0306	SEDGWICK COUNTY							
	C-CHECK	VOIDED	V 2/14/2025			057705		336.30CR
0153	ARK VALLEY NEWS							
	C-CHECK	VOIDED	V 2/14/2025			057710		468.40CR
	C-CHECK		V 2/21/2025			057731		
	C-CHECK		V 2/21/2025			057732		
	C-CHECK		V 2/21/2025			057733		

* * 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:	5 VOID DEBITS	0.00		
	VOID CREDITS	804.70CR	804.70CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 02 BANK: * TOTALS:	5	804.70CR	0.00	0.00
BANK: * TOTALS:	5	804.70CR	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
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1443	BENDER STEEL							
I-202502052835	BENDER STEEL	R	2/07/2025	1,650.00		057700		1,650.00
0059	CITY OF WICHITA							
I-202502032815	CITY OF WICHITA	R	2/14/2025	4,704.00		057702		4,704.00
0228	SEDGWICK COUNTY ASSOCIATION OF							
I-202501082728	SEDGWICK COUNTY ASSOCIATION OF	R	2/14/2025	100.00		057703		100.00
0254	CITY OF WICHITA							
I-202502032808	CITY OF WICHITA	R	2/14/2025	62,290.76		057704		62,290.76
0306	SEDGWICK COUNTY							
I-202502052837	SEDGWICK COUNTY	V	2/14/2025	336.30		057705		336.30
0306	SEDGWICK COUNTY							
M-CHECK	SEDGWICK COUNTY	VOIDED	V	2/14/2025		057705		336.30CR
0050	CITY OF NEWTON							
I-202502112860	CITY OF NEWTON	R	2/14/2025	300.00		057706		300.00
0113	VALLEY PRINT LOGISTICS							
I-202502112852	VALLEY PRINT LOGISTICS	R	2/14/2025	2,215.61		057707		2,215.61
0147	TRAFFIC CONTROL SERVICES, INC.							
I-202502112858	TRAFFIC CONTROL SERVICES, INC.	R	2/14/2025	14,207.00		057708		14,207.00
0150	AT&T MOBILITY							
I-202502112861	AT&T MOBILITY	R	2/14/2025	907.28		057709		907.28
0153	ARK VALLEY NEWS							
I-202502122863	ARK VALLEY NEWS	V	2/14/2025	468.40		057710		468.40
0153	ARK VALLEY NEWS							
M-CHECK	ARK VALLEY NEWS	VOIDED	V	2/14/2025		057710		468.40CR
0535	NORTHRIDGE SAND, L.L.C.							
I-202502132869	NORTHRIDGE SAND, L.L.C.	R	2/14/2025	228.76		057711		228.76
0779	ALL CITY SPRINKLER SYSTEMS & L							
I-202502122865	ALL CITY SPRINKLER SYSTEMS & L	R	2/14/2025	126.25		057712		126.25
0817	H.M.S. LLC							
I-202502132872	H.M.S. LLC	R	2/14/2025	1,099.79		057713		1,099.79

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
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0824	GALLS, LLC							
I-202502132873	GALLS, LLC	R	2/14/2025	178.37		057714		178.37
0884	ENDURA							
I-202502112859	ENDURA	R	2/14/2025	1,629.04		057715		1,629.04
1016	DORMAKABA USA							
I-202502132875	DORMAKABA USA	R	2/14/2025	997.85		057716		997.85
1078	FLEXIBLE BENEFIT SERVICE CORPO							
I-202502132868	FLEXIBLE BENEFIT SERVICE CORPO	R	2/14/2025	678.25		057717		678.25
1094	EMC INSURANCE COMPANIES							
I-202502112853	EMC INSURANCE COMPANIES	R	2/14/2025	2,657.00		057718		2,657.00
1137	WASTE CONNECTIONS OF KANSAS, I							
I-202502112855	WASTE CONNECTIONS OF KANSAS, I	R	2/14/2025	46,265.28		057719		46,265.28
1240	UTILITY MAINTENANCE CONTRACTOR							
I-202502112854	UTILITY MAINTENANCE CONTRACTOR	R	2/14/2025	5,090.00		057720		5,090.00
1248	KU EDWARDS CAMPUS							
I-202502122864	KU EDWARDS CAMPUS	R	2/14/2025	400.00		057721		400.00
1249	IRON HORSE DEVELOPMENT							
I-202502122866	IRON HORSE DEVELOPMENT	R	2/14/2025	37,364.51		057722		37,364.51
1279	MARQUEE HEALTH LLC							
I-202502122867	MARQUEE HEALTH LLC	R	2/14/2025	2,079.00		057723		2,079.00
1389	SITEONE LANDSCAPE SUPPLY							
I-202502132874	SITEONE LANDSCAPE SUPPLY	R	2/14/2025	106.59		057724		106.59
1393	QUADIENT, INC.							
I-202502112857	QUADIENT, INC.	R	2/14/2025	1,350.00		057725		1,350.00
1416	MOUNTAINLAND SUPPLY COMPANY							
I-202502132870	MOUNTAINLAND SUPPLY COMPANY	R	2/14/2025	339.68		057726		339.68
1421	FISH WINDOW CLEANING							
I-202502132876	FISH WINDOW CLEANING	R	2/14/2025	517.00		057727		517.00
1444	VIP SOLUTIONS, LLC							
I-202502112856	VIP SOLUTIONS, LLC	R	2/14/2025	500.00		057728		500.00

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
1445	XPRESS							
I-202502122862	XPRESS	R	2/14/2025	20,169.57		057729		20,169.57
1446	SUPERIOR SERVICE COMPANY							
I-202502132871	SUPERIOR SERVICE COMPANY	R	2/14/2025	1,039.88		057730		1,039.88
0032	AFLAC							
I-AF 202502042829	SUPPLEMENTAL INSURANCE	R	2/21/2025	60.92		057734		
I-AF 202502192885	SUPPLEMENTAL INSURANCE	R	2/21/2025	123.69		057734		
I-AFC202502042829	SUPPLEMENTAL INSURANCE	R	2/21/2025	51.44		057734		
I-AFC202502192885	SUPPLEMENTAL INSURANCE	R	2/21/2025	51.44		057734		
I-AFD202502042829	SUPPLEMENTAL INSURANCE	R	2/21/2025	149.95		057734		
I-AFD202502192885	SUPPLEMENTAL INSURANCE	R	2/21/2025	87.16		057734		
I-AFL202502042829	SUPPLEMENTAL LIFE INSURANCE	R	2/21/2025	60.10		057734		
I-AFL202502192885	SUPPLEMENTAL LIFE INSURANCE	R	2/21/2025	60.10		057734		
I-AFO202502042829	SUPPLEMENTAL INSURANCE	R	2/21/2025	45.89		057734		
I-AFO202502192885	SUPPLEMENTAL INSURANCE	R	2/21/2025	45.89		057734		736.58
0045	DELTA DENTAL OF KANSAS, INC.							
I-DDS202502042829	DENTAL INSURANCE	R	2/21/2025	218.64		057735		
I-DDS202502192885	DENTAL INSURANCE	R	2/21/2025	218.64		057735		
I-DEC202502042829	DENTAL INSURANCE	R	2/21/2025	249.06		057735		
I-DEC202502192885	DENTAL INSURANCE	R	2/21/2025	249.06		057735		
I-DES202502042829	DENTAL INSURANCE	R	2/21/2025	288.64		057735		
I-DES202502192885	DENTAL INSURANCE	R	2/21/2025	288.64		057735		
I-DFM202502042829	DENTAL INSURANCE	R	2/21/2025	847.00		057735		
I-DFM202502192885	DENTAL INSURANCE	R	2/21/2025	944.45		057735		3,304.13
0566	SURENCY LIFE AND HEALTH							
I-VEC202502042829	VISION INSURANCE	R	2/21/2025	7.93		057736		
I-VEC202502192885	VISION INSURANCE	R	2/21/2025	7.93		057736		
I-VES202502042829	VISION INSURANCE	R	2/21/2025	9.24		057736		
I-VES202502192885	VISION INSURANCE	R	2/21/2025	9.24		057736		
I-VMC202502042829	VISION INSURANCE	R	2/21/2025	78.12		057736		
I-VMC202502192885	VISION INSURANCE	R	2/21/2025	78.12		057736		
I-VME202502042829	VISION INSURANCE	R	2/21/2025	48.30		057736		
I-VME202502192885	VISION INSURANCE	R	2/21/2025	48.30		057736		
I-VMF202502042829	VISION INSURANCE	R	2/21/2025	185.57		057736		
I-VMF202502192885	VISION INSURANCE	R	2/21/2025	185.57		057736		
I-VMS202502042829	VISION INSURANCE	R	2/21/2025	70.84		057736		
I-VMS202502192885	VISION INSURANCE	R	2/21/2025	62.65		057736		791.81
0078	KRWA - KANSAS RURAL WATER ASSO							
I-202502192880	KRWA - KANSAS RURAL WATER ASSO	R	2/21/2025	585.00		057737		585.00

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
0113	VALLEY PRINT LOGISTICS							
I-202502192879	VALLEY PRINT LOGISTICS	R	2/21/2025	105.00		057738		105.00
0153	ARK VALLEY NEWS							
I-202502122863	ARK VALLEY NEWS	R	2/21/2025 Reissue			057739		468.40
0196	P E C (PROFESSIONAL ENGINEERIN							
I-202502192891	P E C (PROFESSIONAL ENGINEERIN	R	2/21/2025	14,882.25		057740		14,882.25
0306	SEDGWICK COUNTY							
I-202502052837	SEDGWICK COUNTY	R	2/21/2025 Reissue			057741		336.30
0498	BRYAN'S HEATING & AIR CONDITIO							
I-202502192887	BRYAN'S HEATING & AIR CONDITIO	R	2/21/2025	362.50		057742		362.50
0569	AQUA PRODUCTS K.C							
I-202502192888	AQUA PRODUCTS K.C	R	2/21/2025	5,558.37		057743		5,558.37
0784	MERIDIAN ANALYTICAL LABS, LLC							
I-202502192878	MERIDIAN ANALYTICAL LABS, LLC	R	2/21/2025	685.00		057744		685.00
0799	ELITE FRANCHISING INC DBA JANI							
I-202502192883	ELITE FRANCHISING INC DBA JANI	R	2/21/2025	1,866.40		057745		1,866.40
0981	PFAFF SIGNS, LLC							
I-202502192884	PFAFF SIGNS, LLC	R	2/21/2025	995.00		057746		995.00
1004	IMAGINE IT, INC.							
I-202502192890	IMAGINE IT, INC.	R	2/21/2025	8,690.98		057747		8,690.98
1162	CUT RATES LAWN CARE LLC							
I-202502192882	CUT RATES LAWN CARE LLC	R	2/21/2025	580.00		057748		580.00
1370	AT&T MOBILITY-CC							
I-202502192892	AT&T MOBILITY-CC	R	2/21/2025	590.75		057749		590.75
1403	PARETO HEALTH							
I-202502192881	PARETO HEALTH	R	2/21/2025	94.00		057750		94.00
1417	ACCESS SYSTEMS LEASING							
I-202502192889	ACCESS SYSTEMS LEASING	R	2/21/2025	791.39		057751		791.39
0270	INTRUST CARD CENTER							
I-202502182877	INTRUST CARD CENTER	R	2/21/2025	28,777.46		057753		28,777.46

VENDOR SET: 02 City of Valley Center

March 4, 2025 City Council Agenda Page 48

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
-------------	------	--------	---------------	-------------------	----------	-------------	-----------------	-----------------

* * T O T A L S * *	NO			INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
REGULAR CHECKS:	47			279,392.79		0.00		279,392.79
HAND CHECKS:	0			0.00		0.00		0.00
DRAFTS:	0			0.00		0.00		0.00
EFT:	0			0.00		0.00		0.00
NON CHECKS:	0			0.00		0.00		0.00
VOID CHECKS:	2 VOID DEBITS		804.70					
	VOID CREDITS		804.70CR	0.00		0.00		

TOTAL ERRORS: 0

	NO			INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
VENDOR SET: 02 BANK: APBK TOTALS:	49			279,392.79		0.00		279,392.79

VENDOR SET: 03 City of Valley Center

March 4, 2025 City Council Agenda Page 49

BANK: APBK INTRUST CHECKING

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0156	CLINT MILLER							
I-202502042825	CLINT MILLER	R	2/07/2025	25.98		057701		25.98
0033	NEAL OWINGS							
I-202502192886	NEAL OWINGS	R	2/21/2025	74.99		057752		74.99

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2	100.97	0.00	100.97
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 03 BANK: APBK TOTALS:	2	100.97	0.00	100.97
BANK: APBK TOTALS:	51	279,493.76	0.00	279,493.76
REPORT TOTALS:	51	279,493.76	0.00	279,493.76

SELECTION CRITERIA

VENDOR SET: * - All

VENDOR: ALL

BANK CODES: All

FUNDS: All

CHECK SELECTION

CHECK RANGE: 057700 THRU 057753

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

CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99

INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES

PRINT G/L: NO

UNPOSTED ONLY: NO

EXCLUDE UNPOSTED: NO

MANUAL ONLY: NO

STUB COMMENTS: NO

REPORT FOOTER: NO

CHECK STATUS: NO

PRINT STATUS: * - All

CONSENT AGENDA

B. DELINQUENT ACCOUNT REPORT – DECEMBER 2024:

2/26/2025 10:07 AM
 ZONE: ALL
 STAT: Disconnect, Final, Inactive
 START DATES: 0/00/0000 THRU 99/99/9999
 LAST BILL DATES: 12/01/2024 THRU 12/31/2024
 FINAL DATES: 0/00/0000 THRU 99/99/9999

PAGE: 1
 CONTRACTS: NO

ACCOUNT NO#	NAME	LAST PAY ST	--CURRENT--	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--BALANCE--
**** BOOK # :0001	TOTAL ACCOUNTS:	0	0.00	0.00	0.00	0.00	0.00	0.00
04-0071-03	MANCINAS, HIPOLITO	12/10/2024 F	8.00					8.00
**** BOOK # :0004	TOTAL ACCOUNTS:	1	0.00	8.00	0.00	0.00	0.00	8.00
05-0096-08	MOODY, TRAVIS	10/08/2024 F	38.15	107.58	179.47	129.79	454.99	
**** BOOK # :0005	TOTAL ACCOUNTS:	1	0.00	38.15	107.58	179.47	129.79	454.99
**** BOOK # :0006	TOTAL ACCOUNTS:	0	0.00	0.00	0.00	0.00	0.00	0.00
07-0276-11	SHUPERT, SYDNIE	10/21/2024 F	25.59	35.59	12.97	165.47	239.62	
**** BOOK # :0007	TOTAL ACCOUNTS:	1	0.00	25.59	35.59	12.97	165.47	239.62
08-0077-04	SUTPHIN, KIM A	12/12/2024 F	79.16	19.50			98.66	
**** BOOK # :0008	TOTAL ACCOUNTS:	1	0.00	79.16	19.50	0.00	0.00	98.66
**** BOOK # :0010	TOTAL ACCOUNTS:	0	0.00	0.00	0.00	0.00	0.00	0.00
**** BOOK # :0011	TOTAL ACCOUNTS:	0	0.00	0.00	0.00	0.00	0.00	0.00
13-0067-06	SHARER, DANIEL	10/16/2024 F	119.07	160.53	141.16	420.76		
**** BOOK # :0013	TOTAL ACCOUNTS:	1	0.00	119.07	160.53	141.16	0.00	420.76

ACCOUNT AGING REPORT

2/26/2025 10:07 AM

ZONE: ALL
STAT: Disconnect, Final, Inactive
START DATES: 0/00/0000 THRU 99/99/9999
LAST BILL DATES: 12/01/2024 THRU 12/31/2024
FINAL DATES: 0/00/0000 THRU 99/99/9999

ACCOUNT NO#	NAME	LAST PAY ST	5/10/2019 F	8.00	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--BALANCE--
15-0204-03	PRINCE, JORDAN					12.88	11.71	29.13	61.72
**** BOOK # :0015	TOTAL ACCOUNTS:	1	0.00	8.00	12.88	11.71	29.13		61.72
**** BOOK # :0017	TOTAL ACCOUNTS:	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18-0371-00	BROOKFIELD APARTMENTS	1/28/2025 F	223.37CR						223.37CR
18-0372-00	BROOKFIELD APARTMENTS	1/28/2025 F	29.74CR						29.74CR
**** BOOK # :0018	TOTAL ACCOUNTS:	2	253.11CR	0.00	0.00	0.00	0.00	0.00	253.11CR
20-0300-02	NOLD, SIMON	8/30/2024 F			12.28	92.74	73.60		178.62
**** BOOK # :0020	TOTAL ACCOUNTS:	1	0.00	0.00	12.28	92.74	73.60		178.62
REPORT TOTALS	TOTAL ACCOUNTS:	9	253.11CR	277.97	348.36	438.05	397.99		1209.26

===== REPORT TOTALS =====

===== REVENUE CODE TOTALS =====

REVENUE CODE:	--CURRENT--	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--BALANCE--
100-WATER	0.00	91.32	114.80	144.62	133.24	483.98
200-SEWER	0.00	97.40	117.46	120.88	86.07	421.81
300-PROT	0.00	0.14	0.18	0.18	0.07	0.57
400-RECONNECT FEE	0.00	7.03	17.47	34.13	42.84	101.47
600-STORMWATER UTILITY FEE	0.00	29.44	27.53	34.94	36.09	128.00
610-SOLID WASTE	0.00	32.06	36.34	54.72	44.01	167.13
850-PENALTY	0.00	20.58	34.58	48.58	55.67	159.41
996-Unapplied Credits	253.11CR	0.00	0.00	0.00	0.00	253.11CR
TOTALS	253.11CR	277.97	348.36	438.05	397.99	1209.26

TOTAL REVENUE CODES: 1,209.26
TOTAL ACCOUNT BALANCE: 1,209.26
DIFFERENCE: 0.00

===== REPORT TOTALS =====

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

BOOK:	--CURRENT--	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--BALANCE--
01-BOOK 01	0.00	0.00	0.00	0.00	0.00	0.00
04-BOOK 04	0.00	8.00	0.00	0.00	0.00	8.00
05-BOOK 05	0.00	38.15	107.58	179.47	129.79	454.99
06-BOOK 06	0.00	0.00	0.00	0.00	0.00	0.00
07-BOOK 07	0.00	25.59	35.59	12.97	165.47	239.62
08-BOOK 08	0.00	79.16	19.50	0.00	0.00	98.66
10-BOOK 10	0.00	0.00	0.00	0.00	0.00	0.00
11-BOOK 11	0.00	0.00	0.00	0.00	0.00	0.00
13-BOOK 13	0.00	119.07	160.53	141.16	0.00	420.76
15-BOOK 15	0.00	8.00	12.88	11.71	29.13	61.72
17-BOOK 17	0.00	0.00	0.00	0.00	0.00	0.00
18-BOOK 18	253.11CR	0.00	0.00	0.00	0.00	253.11CR
20-BOOK 20	0.00	0.00	12.28	92.74	73.60	178.62
TOTALS	253.11CR	277.97	348.36	438.05	397.99	1209.26

ERRORS: 000

SELECTION CRITERIA

REPORT OPTIONS

ZONE: * - All
ACCOUNT STATUS: DISCONNECT, FINAL, INACTIVE
CUSTOMER CLASS: ALL
COMMENT CODES: All

BALANCE SELECTION

SELECTION: ALL
RANGE: 9999999.99CR THRU 9999999.99
AGES TO TEST: ALL
INCLUDE ZERO BALANCES: Include Accts w/Revenue Code balances

DATE SELECTION

CUSTOMER DATES: YES
START DATE: 0/00/0000 THRU 99/99/9999
LAST BILL DATE: 12/01/2024 THRU 12/31/2024
FINAL DATE: 0/00/0000 THRU 99/99/9999

TRANSACTION DETAIL

PRINT TRANSACTION DETAIL: NO
OLDEST TRANSACTION DATE: 99/99/9999

PRINT OPTION

TOTALS ONLY: NO
CONTRACTS: NO
PRINT SEQUENCE: ACCOUNT NUMBER
COMMENT CODES: None
*** END OF REPORT ***

CONSENT AGENDA

C. SPECIAL USE PARK REQUEST – L&H HOMES –APRIL 12, 2025:

Special Use Request of City Parks

Special Use Request Information:

1. List the purpose of your event and all planned activities. (Site use and set up must be approved and coordinated by the Department of Parks & Public Buildings). Attach separate sheets as needed.	L+H Homes annual golden easter egg hunt. We will have a big egg hunt that covers all of mcclaughlin park. we will clean everything up when done. I will send in my event insurance once i get it from my insurance company.
1.A Attach additional information if needed	<i>Field not completed.</i>
2. Include a map or description of the park area requested and include a list of park facilities you will use.	Mcclaughlin park and the big building with the tables.
2.A Attach map if applicable	<i>Field not completed.</i>
Event Date	4/12/2025
Event Set Up Time	9:30 AM
Event Hours	11:00 AM - 12:00 PM
Event Clean Up Time	12:30 PM

Description of Clean Up Procedure	We will make sure all eggs are picked up and our trash is all picked up and taken with us. Will send in the insurance form once received from insurance company.
Sponsoring Organizations	L+H Homes Real Broker LLC
Certificate of Liability Insurance	NXTVLP7J4V-01-GL-policy-0000.pdf

Applicant Information

First Name	Larry
Last Name	Hall
Address1	701 S Abilene Ave
City	Valley Center
State	KS
Zip	67147
Park Regulations.	I have read, acknowledged, and understand all City of Valley Center Park Regulations provided below.

This request is not a reservation to hold or occupy any park structure or facility other than what is identified and approved by the governing body for in the special use request.

For questions or further information, please email parks@valleycenterks.org or call 316-755-7320 x205.

Neal Owings, Director of Parks & Public Buildings

**CERTIFICATE OF LIABILITY INSURANCE**

02/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804		CONTACT NAME: Mass Merchandising	
		PHONE (A/C, No, Ext): 1-877-648-6404	FAX (A/C, No): 1-260-459-5502
		E-MAIL ADDRESS: info@eventinsurance-kk.com	
		PRODUCER CUSTOMER ID:	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED: LHH LLC 701 S Abilene Avenue Valley Center, KS 67147 A Member of the Sports, Leisure & Entertainment RPG	2001790768 CP# 67	INSURER A: Markel Insurance Company	38970
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 2000658453**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		M1RPG0000000499600	04/12/25 12:01AM	04/13/25 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY LEGAL LIAB TO PARTICIPANTS
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	MEDICAL PAYMENTS FOR PARTICIPANTS						PRIMARY MEDICAL EXCESS MEDICAL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event Name: 5th Annual Easter Egg Hunt

Attendance: 150

Event Dates: 04/12/2025

Event Location: McLaughlin Park, 716 McLaughlin Dr., Valley Center, KS 67147

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDERCity of Valley Center
121 S Meridian Ave.
Valley Center, KS 67147
Owner/Manager/Lessor of Premises**CANCELLATION****SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.****AUTHORIZED REPRESENTATIVE**

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Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: M1RPG0000000499600

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Valley Center 121 S Meridian Ave. Valley Center, KS 67147 Named Insured: LHH LLC CP# 67
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will

not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CONSENT AGENDA

D. SPECIAL USE PARK REQUEST- ARK CHURCH – APRIL 2, 2025:

Special Use Request of City Parks

Special Use Request Information:

1. List the purpose of your event and all planned activities. (Site use and set up must be approved and coordinated by the Department of Parks & Public Buildings). Attach separate sheets as needed.	We are 180 Student Ministries based out of the Ark Church in Maize. Our bus ministry currently picks up valley center students every Wednesday night at Lions park and brings them to our weekly youth services. This spring we are having what we call 180 ON TOUR. We essentially bus all of our staff and students to the city parks where our buses pick up and we have a student outreach event in that park. We would like to rent the Sunflower room in the community center and then setup yard games and a Live DJ on the patio outside along with serving free food.
1.A Attach additional information if needed	<i>Field not completed.</i>
2. Include a map or description of the park area requested and include a list of park facilities you will use.	The Sunflower room in the community center and the patio outside
2.A Attach map if applicable	<i>Field not completed.</i>
Event Date	4/9/2025
Event Set Up Time	5:00 PM
Event Hours	6:00 PM - 8:15 PM
Event Clean Up Time	8:15 PM

Description of Clean Up Procedure	Our Staff will take care of removing all yard games and sound equipment as well as cleaning up all trash from the area.
Sponsoring Organizations	180 Student Ministry
Certificate of Liability Insurance	Insurance Certificate.pdf

Applicant Information

First Name	Jared
Last Name	Keimig
Address1	5501
City	Maize
State	KS
Zip	67101
Park Regulations.	I have read, acknowledged, and understand all City of Valley Center Park Regulations provided below.

This request is not a reservation to hold or occupy any park structure or facility other than what is identified and approved by the governing body for in the special use request.

For questions or further information, please email parks@valleycenterks.org or call 316-755-7320 x205.

Neal Owings, Director of Parks & Public Buildings

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
02/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Loomis Insurance Agency Inc 1758 S Kentwood Ave Springfield MO 65804-1321	CONTACT NAME: Debby Fausett, CISR	
	PHONE (A/C, No, Ext): (417)881-1661 FAX (A/C, No): (417)883-7272	
	E-MAIL ADDRESS: dfausett@loomisinsurance.com	
INSURED Ark Church 5501 N Maize Rd Maize KS 67101-9484	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Brotherhood Mutual Insurance	13528
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			15M5A0297973	11/07/2022	11/07/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The church will be hosting a weekly after-school program at the Valley Community Building located at 314 E Clay Street Valley Center KS 67147 that will include transportation to the church for the Wednesday evening church services. The City of Valley Center is listed as Certificate Holder. All coverage is strictly subject to the terms of the policy.

CERTIFICATE HOLDER**CANCELLATION**

AI 006711

City of Valley Center 121 S Meridian Avenue Valley Center KS 67147-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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