



CITY COUNCIL AGENDA

June 17, 2025 (postposed to June 18)

***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 – June 3, 2025
- 7. PRESENTATIONS / PROCLAMATIONS p 12**
 - A. Mini MPA Presentation - (removed from agenda)
- 8. PUBLIC FORUM (*Citizen input and requests*) p 12**
- 9. APPOINTMENTS p 12**
- 10. OLD BUSINESS p 13 -**
 - A. PBS Kansas-City Sponsorship p 13
 - B. Acceptance of Public Dedication from High Point Estates Final Plat p 18
- 11. NEW BUSINESS p 24**
 - A. Resolution 785-25; Arbor Valley Phase II Drainage Petition p 24
 - B. Resolution 786-25; Arbor Valley Phase II Paving Petition p 31
 - C. Resolution 787-25; Arbor Valley Phase II Water Petition p 38
 - D. Professional Services Agreement - SEH p 45
 - E. Ordinance 1427-25; Annex 30.494 acres along Interurban (tract 1) p 58
 - F. Ordinance 1428-25; Annex 30.453 acres along Interurban (tract 2) p 64
 - G. Valley Center 2026 Budget-First Draft p 67
- 12. CONSENT AGENDA p 69**
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- 13. STAFF REPORTS p 77**
- 14. GOVERNING BODY REPORTS p 78**
- 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@valleycenterk.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 June 3, 2025, regular City Council Meeting as prepared by the City Clerk.

REGULAR COUNCIL MEETING

June 3, 2025
CITY HALL
121 S. MERIDIAN

Mayor Truman called the budget presentation workshop meeting to order at 6:00 p.m. with the following members present: Matt Stamm, Gina Gregory, Dale Kerstetter, Robert Wilson, Chris Evans and Ronald Colbert.

Members Absent: Ben Anderson

Staff Present: Lloyd Newman, Public Safety Director
Kyle Fiedler, Community Development Director
Neal Owings, Parks and Public Buildings Director
Brent Clark, City Administrator
Clint Miller, Finance Director
Kristi Carrithers, City Clerk

PRESENTATIONS

City Administrator reported on the Public Works department in the absence of Director Eggleston. Heavy rain and flooding throughout the day required Eggleston and his department to continue working after hours. The public works department has 4 separate areas, streets, water, wastewater and stormwater. The streets division maintains 74.4 miles of streets and roads. Clark stated that departments have all worked to trim budgets. A decrease of \$2,478.00 is requested with the decrease made up of salaries and benefits and minor operational changes.

The water department is requesting additional funding. Clark explained that \$179,271 will be budgeted for a vacuum/jetter truck under Capital Outlay. This number includes a \$150,000 down payment which will be split 75% Water and 25% Sewer. The remaining \$66,771 are debt payments on the truck which total \$7,419 per month. Plans for a \$250,000 one-time transfer of 250k to employee benefits under Other/Misc. and \$200,000 increase in water purchases from Wichita due to the ongoing drought under contractual were also included.

A \$50,000 cleaning was removed from contractals this year with the purchase of the Vacuum/Jetter truck mentioned earlier. Capital Outlay increased with the one-time down payment + monthly payments for the Vacuum/Jetter truck. Salaries and benefits increased. Total decrease in budget request is \$20669.00.

Kyle Fiedler, Community Development Director, stated that his department processed 116 residential permits in 2024. Single family housing permits in 2025 total 28. The department is kept very busy with permits, inspections and utility locates. A change in the budget request for 2026 is \$20,000.00 designated for economic development housing advertising. This allows \$15,000.00 to be allocated to local partnerships to ensure investment back to the community. The \$29,602 increase is made up of salaries and benefits, telephone, travel, merchant services, IT, and restructuring of outside agency support.

Parks and Public Buildings Director Owings and his department consist of himself and 4 full-time employees. His staff are responsible for all things outdoors and in public buildings. Owings explained that an increase in contractual services such as mowing and custodial services will allow for minimal increase to the budget request as he will plan to leave one full-time position unfilled. An increase of \$6,258 is requested. Future budget items to keep in mind will be play equipment at both Lions and McLaughlin Parks and repair or replacement to the picnic pavilion and the gazebo.

Lloyd Newman, Public Safety Director, requested an increase of \$35,825 for the police department. He stated 3 positions will be unfilled.

Newman requested an increase of \$30,616 for the Fire Department. This will allow for larger wage increase to stay competitive with the area.

Kerstetter moved to adjourn the work session, seconded by Stamm. Vote yea: unanimous. Motion carried. Session adjourned at 6:54pm. Mayor Truman reminded everyone the regular Council meeting will begin at 7:00pm

Kristi Carrithers, City Clerk

City Clerk, Kristi Carrithers swore Amy Reid into the position of Ward 4 City Council Member. She was appointed to fill the remainder of Clint Bass's term following his resignation.

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

Members Absent: Ben Anderson

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

Press present: The Ark Valley News

APPROVAL OF AGENDA

Mayor Truman requested the agenda be amended to include the final budget presentations. Added as New Business, item C. Gregory moved to approve the agenda as amended, seconded by Stamm. Vote yea: unanimous. Motion carried.

ADMINISTRATION AGENDA –

Stamm moved to approve the minutes of the May 20, 2025, regular City Council meeting as presented, seconded by Colbert. Vote yea: unanimous. Motion carried.

PRESENTATIONS/PROCLAMATIONS – NONE

PUBLIC FORUM – NONE

APPOINTMENTS –

Mayor Truman requested re-appointment of Travis Bryant to the Recreation Commission. This four-year term will go through June 2029. Kerstetter made a motion to approve the appointment of Travis Bryant to the Recreation Commission. Motion seconded by Gregory. Vote yea: unanimous. Motion carried.

OLD BUSINESS –

A. ORDINANCE 1426-25; RIDGEFIELD SPEED LIMIT

Public Works Director Newman requested final approval of Ordinance 1426-25. This Ordinance will lower the maximum speed limit to 20-mph within the Ridgefield Development.

Stamm moved to approve Ordinance 1426-25 which establishes a maximum speed limit of 20 mph within the Ridgefield Development for 2nd reading. Motion seconded by Evan. Vote yea: unanimous. Motion carried.

B. DISCUSSION REGARDING WAG'EN TAIL RANCH SIGN

Mayor Truman opened discussion on Wag'en Tail Ranch sign. Jarrod West, 104 Northwind Dr., spoke in opposition to City funding of the sign. He stated that as a business owner within the city limits, he would love to have the city pay for a sign as would many other businesses within the city limits. Anything located within the City Right of Way has always been placed with the understanding that it is at your own risk. This is not the City responsibility. Councilmember Kerstetter stated he doesn't think the city has any obligation to pay for a replacement. Stacy Miles, owner of Wag'en Tail Ranch verified that the estimate of 1898.75 was just for the vinyl. She also stated that she contacted the city to ask if they should remove it. Administrator Clark stated Pearson damaged the posts and the roof when they removed the sign for the project. However, per minutes from the February 6, 2018 and November 5, 2019 Council meetings, there was no obligation from the City to notify Ms. Miles regarding removal of sign. Also the permits issued both showed the total value of the sign was \$400.00.

Kerstetter moved that no action be taken by Council or the City. Second, by Stamm. Vote yea: unanimous. Motion carried.

Gregory asked if any photos of the damage were provided. Administrator Clark stated that Councilmember Anderson had received some photos, but Ms. Miles hadn't ever provided any to staff. Miles stated she doesn't use her phone for email, so she wasn't able to send them to Clark.

NEW BUSINESS-

A. PBS KANSAS – CITY SPONSORSHIP

Administrator Clark presented the partnership request received from PBS-Kansas. Clark stated that the City did not take advantage of the commercial so they plan on getting 2 this year. Council had a discussion on the amount of the partnership and whether the funding would be better utilized by staying local with the limited dollars. Different ways to advertise our City and new developments were discussed with most expressing concern on the usefulness of billboard advertising. Evans stated that he would like to step down the partnership level not just cut it entirely. Amy Reid reported that we are the only city with this type of partnership and questioned whether anyone sees the promotions and advertisements. Gregory watches and supports the programing on PBS and feels it is beneficial.

Kerstetter moved to stop the partnership with PBS-Kansas. Motion seconded by Stamm. Vote yea: Kerstetter, Reid and Stamm. Opposed Colbert, Wilson, Gregory and Evans. Motion failed.

Evans asked staff to contact Victor Hogstrom with PBS and present a lower proposal at a future meeting. Colbert moved to table the final decision pending lower amounts of partnerships options. Gregory seconded the motion. Vote aye: Colbert, Wilson, Reid, Gregory and Evans. Opposed: Stamm. Motion carried.

B. ACCEPTANCE OF PUBLIC DEDICATIONS FROM HIGH POINT ESTATES FINAL PLAT

Community Development Director Fiedler presented public dedications for acceptance as part of the Final Plat for High Point Estates. This subdivision is located northwest of the intersection of High Point Road and East Point Road. This 5 acres tract has been approved by the Planning and Zoning Board with public hearings held. Fiedler explained that part of the easements will clean up part of the road that cuts across the property. Kerstetter inquired whether the lots would be large enough for septic systems. Fiedler explained that all plats must meet current regulations but acknowledged that there has been opposition

from neighbors near the area. Kerstetter asked about the process but didn't like that this would not come back before Council.

Kerstetter moved to table any decision on acceptance of dedication pending consultation with City Attorney. Evans seconded the motion. Mayor Truman reminded the Council that the Planning and Zoning Board did everything by the book and within their authority. Vote aye: unanimous. Motion carried.

C. 2026 BUDGET PRESENTATIONS

Finance Director Miller and City Clerk Carrithers presented budget information from Admin. Carrithers presented information on increase to Court budget which includes increase to judge and attorney salaries. Carrithers presented the senior services budget. Senior service expenses have always been paid by admin and the parks department. Last year Sedgwick County requested details of expenses pertaining to the Senior Center. Funds are being re-allocated to track those expenses for future Sedgwick County funding requests. Miller presented other Administration budget requests. The Contractuals increased for two reasons: 1. Rec Center insurance was \$32,000 absorbed fully by Admin. 2. We are also transitioning to a cloud hosted environment from servers. Admin will be first to move in 2026 and we will have a one-time cost of \$34,615. This should be savings of 17-20k annually for Admin going forward once installed. Public Safety will be the next transition in 2027 at a similar one-time expense.

Other/Misc - The increase from 2025 was entirely from increases in Property Tax Rebates for houses and businesses from 2025 Budgeted to 2026 Requested.

Wilson questioned how the expenses for the community building were split between the City and the Library. Owings explained it has been split based on square foot in the building.

CONSENT AGENDA

- A. APPROPRIATION ORDINANCE – JUNE 3, 2025
- B. DELINQUENT ACCOUNT REPORT – MARCH 2025
- C. PLANNING AND ZONING BOARD MINUTES – MAY 27, 2025

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

STAFF REPORTS

COMMUNITY DEVELOPMENT DIRECTOR FIEDLER

Announced that the Farmer's Market will be this Thursday with plans for 22 vendors. He also reminded residents about Flood Insurance. Policy will not be in force for 30 days from purchase.

PARKS AND PUBLIC BUILDINGS DIRECTOR OWNINGS

Owings announced that William Dillman has received certification for Playground Safety Inspector.

CITY ENGINEER SCHEER

The plans for the Seneca Street project are being finalized with plans to begin construction early fall. Reported on progress on Meridian project. Due to the flooding, Sedgwick County and City of Wichita assisted with pumps to move the water over the floodway. The high water in the floodway held the flaps shut.

CITY CLERK/HR DIRECTOR CARRITHERS

City staff on the safety committee will meet for the annual workman's comp safety audit tomorrow. This audit determines the rating we receive from KMIT.

CITY ADMINISTRATOR CLARK

Shout out to Sedgwick County for their assistance today.

GOVERNING BODY REPORTS –

MAYOR TRUMAN

Thanked all the City crew that worked so hard today and this evening on the flooded streets. Welcome new Councilmember Amy Reid.

COUNCILMEMBER WILSON

Thanked the department heads for the budget presentations.

COUNCILMEMBER REID

Thanked Mayor Truman and the Council for appointing her to serve as Councilmember. She has filed with the County to run in the next election. As a 3rd generation resident, she is excited to serve her ward.

COUNCILMEMBER GREGORY

The date of the Local Emergency Preparedness meeting has been moved to September 13, 2025.

COUNCILMEMBER STAMM

Thanked the staff for working hard to maintain or lower budgets. Looking forward to final budget numbers.

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

ADJOURN -

The meeting adjourned at 8:32 PM.

Kristi Carrithers, City Clerk

ADMINISTRATION AGENDA
RECOMMENDED ACTION

A. MINUTES:

RECOMMENDED ACTION:

Staff recommends motion to approve the minutes of June 3, 2025, Regular Council Meeting as presented/ amended.

PRESENTATIONS / PROCLAMATIONS

A. Mini-MPA presentation- (removed)

PUBLIC FORUM

APPOINTMENTS

OLD BUSINESS

A. PBS KANSAS- CITY SPONSORSHIP:

Victor Hogstrom, President -PBS Kansas will present various city sponsorship options for Council consideration.

- Sponsorship options



PROPOSAL TO THE
CITY OF VALLEY CENTER
FOR CONTINUED CITY PARTNERSHIP

Based on the following amounts specified by City Hall, PBS KANSAS is prepared to offer the following partnership services for branding of the City of Valley **Center** on PBS KANSAS before its over 400,000 viewing homes statewide:

- \$4,370.00 - PBS KANSAS will offer same package as specified in the proposed contract but with coverage of one feature story (not two) about the City of Valley Center on Positively Kansas with Sierra Scott.
- \$2,742.00 - PBS Kansas will offer everything in the contract except the many station IDs which provide frequency and consistency in branding the City of Valley Center and one feature story about the City for Positively Kansas with Sierra Scott.
-
- \$1,000.00 - PBS Kansas will provide coverage of one major event of Valley Center for Positively Kansas with Sierra Scott.

NOTE: Attached is a list of our other **Partnership Cities** and a Fact Sheet about PBS KANSAS Channel 8.

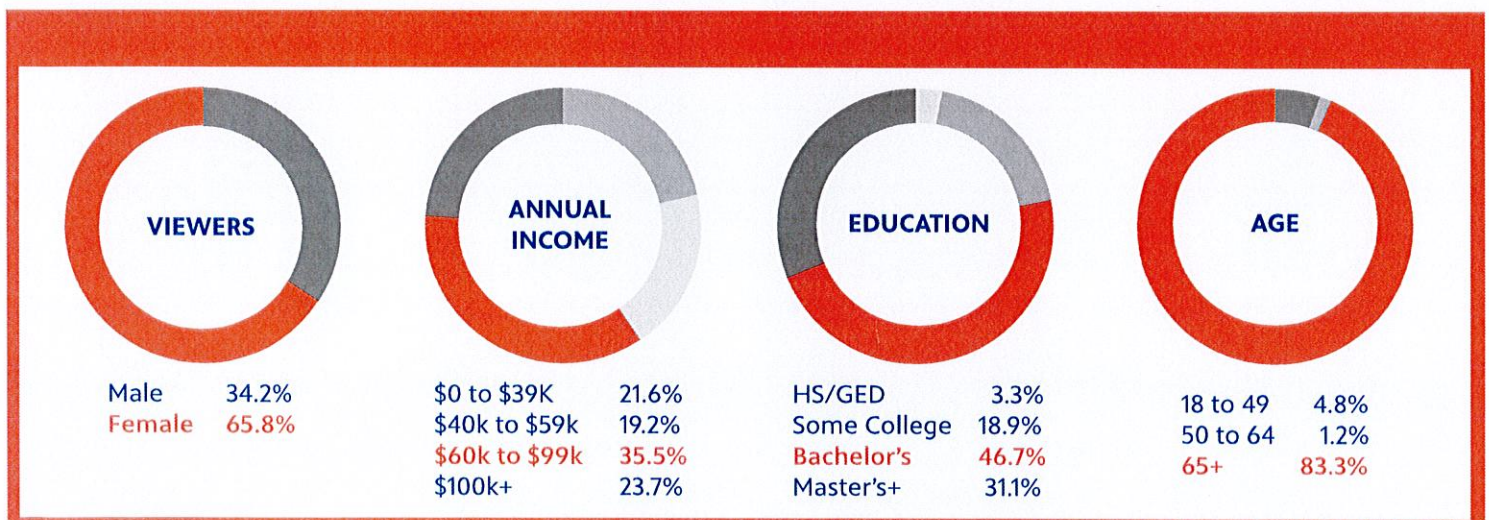


Fact Sheet

- PBS is **America's most trusted television brand**
- PBS Kansas is the **largest public television station in Kansas**
- PBS Kansas is **55 years old**
- Reaches a weekly viewership of **400,000+ households** throughout Kansas
- The only Kansas station with a **free-admission, STEAM-based learning and education center** for children
- The **Voice and Platform for Kansas** as the only station with national, international, and outstanding local programs and documentaries
- The only **locally owned and most watched** public television station in Kansas
- **Statewide broadcast coverage** through the airwaves (8.1, 8.2, 8.3, and 8.4), satellite, cable, and all standard streaming services
- Ranks **#1 as the safe and most trusted** place to watch television
- The **#1 educational media brand** for children with our 24/7 Kids Channel (8.4)
- Provides **lifelong learning opportunities** on all of our channels
- Has the **audience of decision makers** with the buying power
- Offers the **largest educational, arts, and cultural platform** in Kansas
- Offers the **best "How To" programs**

Benefits of Sponsoring

- You **reach decision makers**
- Your **message stands out**
- You **meet your marketing goals**
- You **associate with Seriously Good TV**
- You **become community focused**





Current List of PBS Kansas Partnerships

- Bel Aire
- Derby
- Halstead
- Haysville
- Kechi
- Lyons
- North Newton
- Pratt
- Sedgwick County
- Valley Center
- Wichita

OLD BUSINESS

RECOMMENDED ACTION

A. PBS KANSAS- CITY SPONSORSHIP:

Should Council choose to proceed,

RECOMMENDED ACTION:

**Staff recommend motion to approve City partnership contribution to PBS
Kansas in the amount of _____.**

OLD BUSINESS

B. ACCEPTANCE OF PUBLIC DEDICATION FROM HIGH POINT ESTATES FINAL DRAFT:

Community Development Director Fiedler will present public dedications for acceptance as part of the Final Plat for High Point Estates. This subdivision is located northwest of the intersection of High Point Road and East Point Road

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



June 3rd, 2025

To: Mayor Truman & Council Members

From: Kyle Fiedler, Community Development Director

Subject: High Point Estates Final Plat

BACKGROUND

Valley Center Planning and Zoning has approved the Final Plat for High Point Estates, a subdivision of a 5-acre tract located Northwest of the intersection of High Point Road and East Point Road. The subdivision will divide this tract into 5 1-acre parcels.

The Governing Body now needs to consider accepting dedications of streets, alleys and other public ways and sites shown on final plats. Specifically on this plat, the public dedications include road right-of-way, where the road currently is partially on private property, and a utility easement along High Point Road and going north into this subdivision from East Point Road.

RECOMMENDATION

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

Sincerely, Kyle Fiedler, Community Development Director



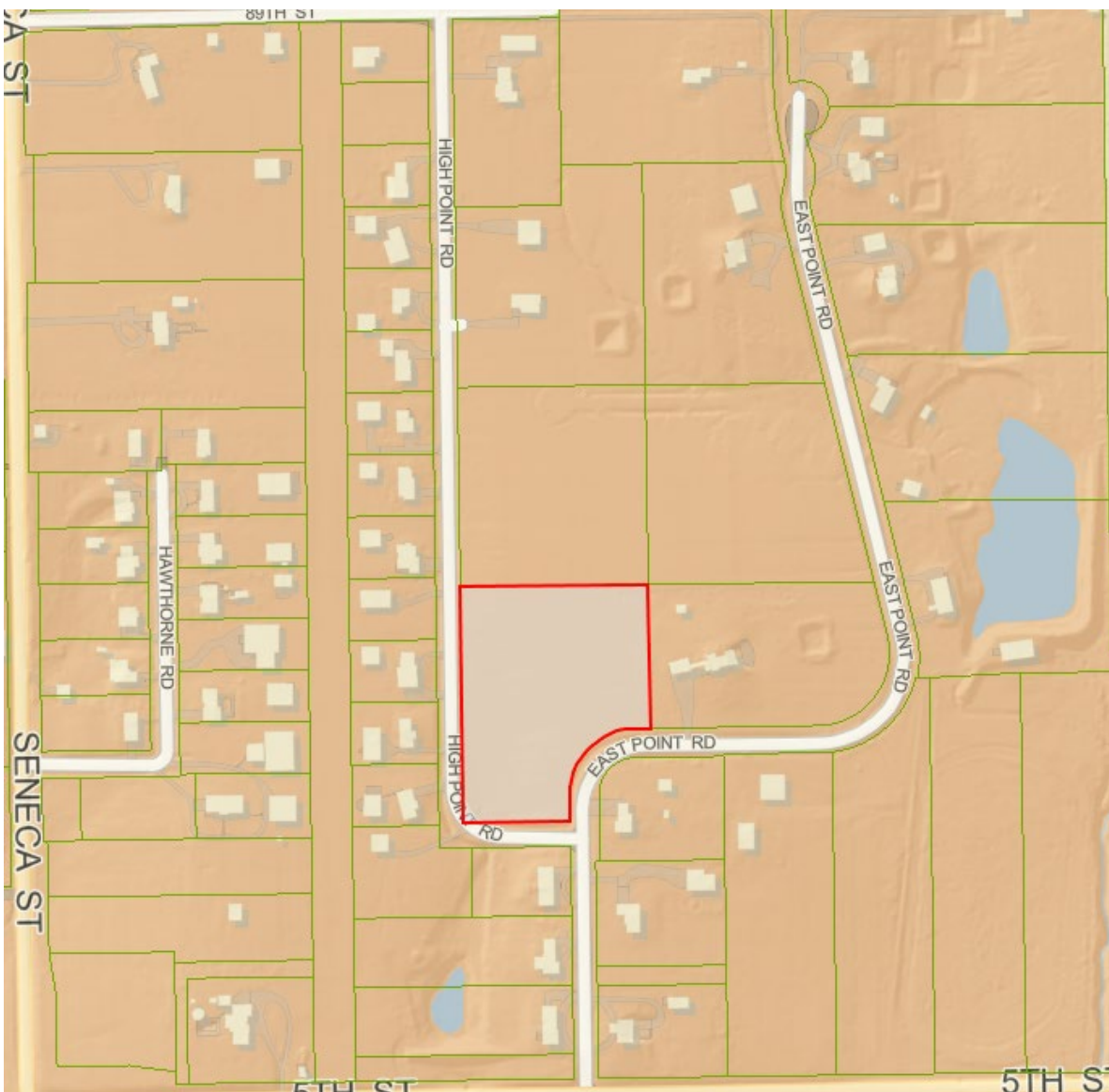
Date: May 27th, 2025

To: City of Valley Center Planning and Zoning Board

From: Kyle Fiedler, *Community Development Director*

Final Plat Approval for High Point Estates (SD-2025-02)

KE Miller Engineering, pursuant to Section 16.04., is petitioning the City of Valley Center Planning and Zoning Board to approve a final plat for the land (outlined in red below) currently not addressed, but northwest of the intersection of High Point Rd and East Point Rd in Valley Center, KS 67147.



Applicant's Reasons for Platting:

The applicant, on behalf of the property owner, is seeking to sub-divide this 5-acre tract into 5 1-acre tracts through the platting process.

Staff Comments:

The final plat has been reviewed by the City Staff Review Team, which has provided comments/revisions that have been incorporated into the final plat documents, which are included as a separate attachment with this staff report. The final plat meets all the requirements listed in the required contents section (16.05.01) for final plats submitted to the City of Valley Center. Once the final plat is approved by this board, it will go to City Council for acceptance of the dedications of right-of-way and easements. It is zoned RR-1 (Suburban Residential). As currently shown, this plat will create a total of 5 new parcels.

There were several comments during the preliminary plat hearing regarding the proposed lot sizes being too small for the neighborhood. Below is the neighborhood with the County record lot size for each lot in the High Point area for your reference. The proposed lots more than meet the required lot size in the RR-1 district.



A public notice was published in *The Ark Valley News*, along with letters sent to all property owners within 200 feet of the boundary of the proposed preliminary plat for properties inside the incorporated boundary of Valley Center. As of the date of this report, there have been no contacts made on the final plat.

Staff Recommendation:

City staff recommend approval of this final plat application.

High Point Estates
An Addition To The City of Valley Center,
Sedgwick County, Kansas
Part of the SW ¼, Section 29, Township 25 South, Range 1 East

State of Kansas)
County of Sedgwick) SS

State of Kansas)
County of Sedgwick) SS

I, Keith A. Severns, a licensed land surveyor of the State of Kansas, do hereby certify that the following described tract of land was surveyed on this 21st day of March, 2025 and the accompanying preliminary plat prepared and that all the monuments shown herein actually exist and their positions are correctly shown to the best of my knowledge and belief:

This plat of the High Point Estates, an Addition to the City of Valley Center, Sedgwick County, Kansas, was approved by the Valley Center City Planning and Zoning Board. Dated this ____ day of _____, 2025.

LEGAL DESCRIPTION

Part of the Southwest Quarter of Section 29, Township 25 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning at a point 1040 feet east and 1423.67 feet south of the Northwest corner of said Southwest Quarter; thence southerly parallel with the west line of said Southwest Quarter 601.36 feet; thence easterly parallel with the south line of said Southwest Quarter, 318.05 feet; thence northerly parallel with the west line of said Southwest Quarter, 93.19 feet to the P.C. of a curve to the right with a radius of 125 feet and a central angle of 89°55'; thence northeasterly along said curve 196.17 feet to the P.T. of said curve; thence easterly parallel with the south line of said Southwest Quarter 42.13 feet; thence northerly parallel with the west line of said Southwest Quarter, 384.27 feet; thence westerly parallel with the north line of said Southwest Quarter 485 feet to the point of beginning; EXCEPT the south 30 feet and the west 30 feet for road; and EXCEPT a 35.0 foot permanent road easement lying to the left of the following described line: Beginning at a point 1358.05 feet east and 622.29 feet north of the Southwest corner of said Southwest Quarter of Section 29, Township 25 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence north parallel with the west line of said Southwest Quarter, a distance of 93.19 feet to the P.C. of a curve to the right having a radius of 125.0 feet; thence along said curve to the right and through an central angle of 89°55'00", a distance of 196.17 feet to the P.T. of said curve; thence east parallel with the south line of said Southwest Quarter a distance of 42.13 feet.

Keith A. Severns, PS #1355

State of Kansas)
County of Sedgwick) SS

This is to certify that the undersigned owner(s) of the land described in the Surveyor's Certificate have caused the same to be surveyed and subdivided on the accompanying plat into lots, a block, streets and other public ways under the name of "High Point Estates", an addition to the City of Valley Center, Sedgwick County, Kansas, that all highways, streets, alleys, easements and public sites as denoted on the plat are hereby dedicated to and for the use of the public for the purpose of constructing, operating maintaining, and repairing public improvements; and further that the land contained herein is held and shall be conveyed subject to any restrictions, reservations, and covenants now on file or hereafter filed in the Office of the Register of Deeds of Sedgwick County, Kansas.

By: Karen R. Kurtz, Owner Date

State of Kansas)
County of Sedgwick) SS

This instrument was acknowledged before me on this ____ day of _____, 2025, by Karen R. Kurtz.

Notary Public

My Commission Expires: _____

State of Kansas)
County of Sedgwick) SS

Entered on transfer record this ____ day of _____, 2025

Kelly B. Arnold, County Clerk

Gary Janzen, Chair

Kyle Fiedler, Secretary

State of Kansas)
County of Sedgwick) SS

This plat approved as an addition to the City of Valley Center, Kansas pursuant to provisions of K.S.A. 12-401.

Dated Signed: _____

Barry Arbuckle, City Attorney

State of Kansas)
County of Sedgwick) SS

This dedications shown on this plat, if any, are hereby accepted by the governing body of the City of Valley Center, Kansas on ____ day of _____, 2025.

At the Direction of the City Council.

Jet Truman, Mayor

Kristi Carrithers, City Clerk

State of Kansas)
County of Sedgwick) SS

This is to certify that this plat has been filed for record in the Office of the Register of Deeds this ____ day of _____, 2025, at ____ o'clock ____ M; and duly recorded in Book ____ Page ____

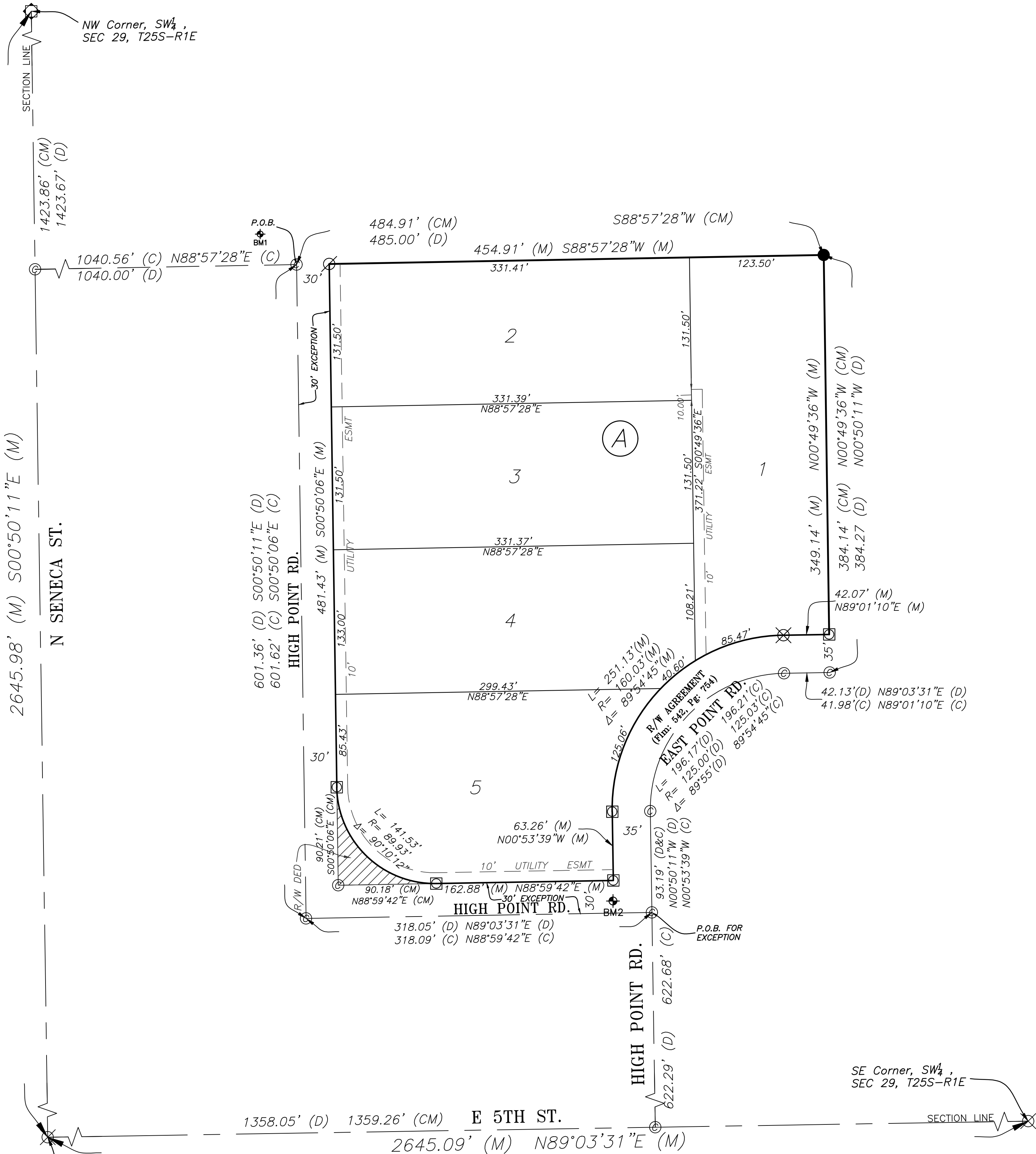
Tonya E. Buckingham, Register of Deeds

Kenly Zehring, Chief Deputy

Reviewed in accordance with K.S.A. 58-2005 on this ____ day of _____, 2025.

Tricia L. Robello, P.S. #1246
Deputy County Surveyor
Sedgwick County, Kansas

24142 | High Point Estates Prepared: 05/28/2025



Benchmarks:

BM#1: Square-cut in transformer pad approximately 62.90 feet West and 28.60 feet North of the Northwest Property Corner.

Elev. = 1386.38 (NAVD 88)

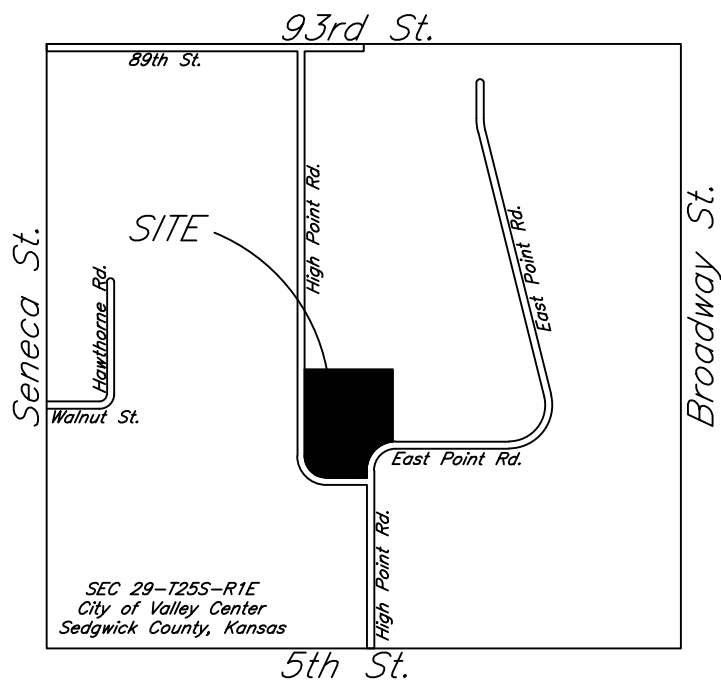
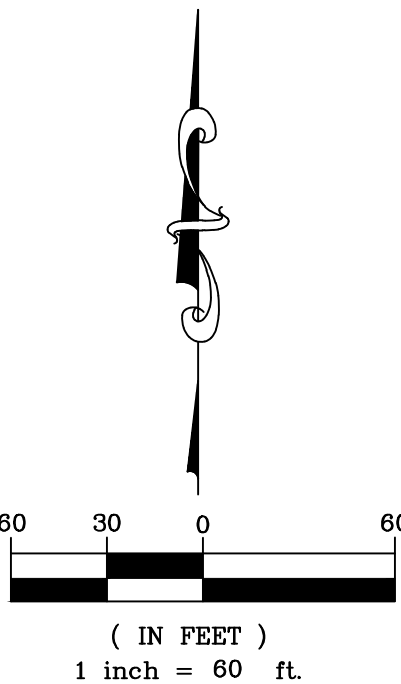
BM#2: Magspike approximately 18.90 feet North of the Southeast Property Corner.

Elev. = 1387.92 (NAVD 88)

Legend

- (M) - Measured
- (D) - Described
- (C) - Calculated
- (CM) - Calculated Measured
- Ø - 1/2" IRON (FOUND)

- - 3/4" IRON (FOUND)
- ◻ - R4 ARMSTRONG (FOUND)
- ⊗ - R4 UNKNOWN (FOUND)
- ⊙ - 1" IRON PINCHED (FOUND)
- ⊕ - CALCULATED POINT



LOCATION MAP
(For Visual Use Only)

OLD BUSINESS

RECOMMENDED ACTION

**B. ACCEPTANCE OF PUBLIC DEDICATION FROM HIGH POINT
ESTATES FINAL DRAFT:**

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommend acceptance of the public dedication for the High Point Estates subdivision.

NEW BUSINESS

A. RESOLUTION 785-25: ARBOR VALLEY PHASE II DRAINAGE PETITION:

A petition requesting drainage improvements for Arbor Valley Phase II will be presented. Dominic Eck will present Resolution 785-25 which authorizes and provides for the construction and financing of these drainage improvements.

- Drainage petition for Arbor Valley Phase II
- Resolution 785-25

DRAINAGE PETITION
(ARBOR VALLEY - PHASE 2)

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

Dear Council Members:

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

Lot 1 – 29, Block B, Arbor Valley an Addition to Valley Center, Sedgwick County, Kansas.

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

- (a) That there be constructed drainage improvements to serve the Improvement District (the “Improvements”), to be constructed with plans and specifications to be furnished by the undersigned to the City Engineer of the City of Valley Center, Kansas.
- (b) That the estimated and probable cost of the Improvements are one-hundred and ninety-thousand dollars (\$190,000). Said estimated cost is hereby increased at the pro rata of 1 percent per month from and after June 17, 2025.
- (c) The extent of the improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Lot 1 – 29, Block B, Arbor Valley an Addition to Valley Center, Sedgwick County, Kansas.

- (d) That the method of assessment for which the improvement district shall be equally per lot.

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

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

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

not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvement shall be assessed to the property described above in accordance with the terms of this petition.

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

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

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

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

Art Marquez



06-10-25

OWNER

SIGNATURE

DATE

LEGAL DESCRIPTION

Lot 1 – 29, Block B, Arbor Valley an Addition to Valley Center, Sedgwick County, Kansas.

Gilmore & Bell, P.C.
06/09/2025

(Published in *The Ark Valley News* on June 26, 2025)

RESOLUTION NO. 785-25

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/ARBOR VALLEY).

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

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

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

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

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

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

(b) The estimated or probable cost of the proposed Improvements is: \$190,000; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

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

Lots 1-29, Block B; all in Arbor Valley, an Addition to Valley Center, Sedgwick County, Kansas.

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

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

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

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on June 18, 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 June 18, 2025, as the same appears of record in my office.

DATED: June 18, 2025.

By: _____

Name: Kristi Carrithers

Title: City Clerk

NEW BUSINESS

RECOMMENDED ACTION

**A. RESOLUTION 785-25: ARBOR VALLEY PHASE II DRAINAGE
PETITION:**

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends motion to approve Resolution 785-25 authorizing construction and financing drainage improvement to the Arbor Valley Phase II subdivision.

NEW BUSINESS

**B. RESOLUTION 786-25: ARBOR VALLEY PHASE II PAVING
PETITION:**

A petition requesting paving improvements for Arbor Valley Phase II will be presented. Dominic Eck will present Resolution 786-25 which authorizes and provides for the construction and financing of these paving improvements.

- Paving petition for Arbor Valley Phase II
- Resolution 786-25

PAVING PETITION
(ARBOR VALLEY - PHASE 2)

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

Dear Council Members:

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

Lot 1 – 29, Block B, Arbor Valley an Addition to Valley Center, Sedgwick County, Kansas.

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

- (a) That there be constructed paving improvements to serve the Improvement District (the “Improvements”), to be constructed with plans and specifications to be furnished by the undersigned to the City Engineer of the City of Valley Center, Kansas.
- (b) That the estimated and probable cost of the Improvements are six-hundred and forty-three thousand dollars (\$643,000). Said estimated cost is hereby increased at the pro rata of 1 percent per month from and after June 17, 2025.
- (c) The extent of the improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Lot 1 – 29, Block B, Arbor Valley an Addition to Valley Center, Sedgwick County, Kansas.

- (d) That the method of assessment for which the improvement district shall be equally per lot.

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

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

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

not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvement shall be assessed to the property described above in accordance with the terms of this petition.

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

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

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

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

Art Marquez



06-10-25

OWNER

SIGNATURE

DATE

LEGAL DESCRIPTION

Lot 1 – 29, Block B, Arbor Valley an Addition to Valley Center, Sedgwick County, Kansas.

Gilmore & Bell, P.C.
06/09/2025

(Published in *The Ark Valley News* on June 26, 2025)

RESOLUTION NO. 786-25

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/ARBOR VALLEY).

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

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

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

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

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

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

(b) The estimated or probable cost of the proposed Improvements is: \$643,000; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

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

Lots 1-29, Block B; all in Arbor Valley, an Addition to Valley Center, Sedgwick County, Kansas.

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

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

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

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on June 18, 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 June 18, 2025, as the same appears of record in my office.

DATED: June 18, 2025.

By: _____

Name: Kristi Carrithers

Title: City Clerk

NEW BUSINESS

RECOMMENDED ACTION

**B. RESOLUTION 786-25: ARBOR VALLEY PHASE II PAVING
PETITION:**

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends motion to approve Resolution 786-25 authorizing construction and financing Paving improvement to the Arbor Valley Phase II subdivision.

NEW BUSINESS

C. RESOLUTION 787-25: ARBOR VALLEY PHASE II WATER PETITION:

A petition requesting Water improvements for Arbor Valley Phase II will be presented. Dominic Eck will present Resolution 787-25 which authorizes and provides for the construction and financing of these water improvements.

- Water Petition for Arbor Valley Phase II
- Resolution 787-25

WATER PETITION
(ARBOR VALLEY - PHASE 2)

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

Dear Council Members:

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

Lot 1 – 29, Block B, Arbor Valley an Addition to Valley Center, Sedgwick County, Kansas.

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

- (a) That there be constructed water improvements to serve the Improvement District (the “Improvements”), to be constructed with plans and specifications to be furnished by the undersigned to the City Engineer of the City of Valley Center, Kansas.
- (b) That the estimated and probable cost of the Improvements are two-hundred and thirty thousand dollars (\$230,000). Said estimated cost is hereby increased at the pro rata of 1 percent per month from and after June 17, 2025.
- (c) The extent of the improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Lot 1 – 29, Block B, Arbor Valley an Addition to Valley Center, Sedgwick County, Kansas.

- (d) That the method of assessment for which the improvement district shall be equally per lot.

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

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

If this Improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this Improvement under the authority of this petition, any costs that the City of Valley Center incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the Improvement is abandoned at any state during the design and/or construction of the Improvement or if it is necessary for the City of Valley Center to redesign, repair or reconstruct the Improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or

reconstruction of said Improvement shall be assessed to the property described above in accordance with the terms of this petition.

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

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

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

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

Art Marquez



06-10-25

OWNER

SIGNATURE

DATE

LEGAL DESCRIPTION

Lot 1 – 29, Block B, Arbor Valley an Addition to Valley Center, Sedgwick County, Kansas.

Gilmore & Bell, P.C.
06/09/2025

(Published in *The Ark Valley News* on June 26, 2025)

RESOLUTION NO. 787-25

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/ARBOR VALLEY).

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

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

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

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

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

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

(b) The estimated or probable cost of the proposed Improvements is: \$230,000; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

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

Lots 1-29, Block B; all in Arbor Valley, an Addition to Valley Center, Sedgwick County, Kansas.

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

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

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

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on June 18, 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 June 18, 2025, as the same appears of record in my office.

DATED: June 18, 2025.

By: _____

Name: Kristi Carrithers

Title: City Clerk

NEW BUSINESS
RECOMMENDED ACTION

C. RESOLUTION 787-25: ARBOR VALLEY PHASE II WATER
PETITION:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion to approve Resolution 787-25 authorizing construction and financing water improvement to the Arbor Valley Phase II subdivision.

NEW BUSINESS

D. PROFESSIONAL SERVICES AGREEMENT - SEH:

Pending approval of Development Resolutions, Samantha Ghareeb, SEH will present professional services agreement for the Arbor Valley Phase II development. Agreement consists of the Construction Documents, Construction Administration, On-site Resident Project Representative and Material Testing. Cost not to exceed \$95,100.

- Professional Services Agreement

Agreement for Professional Services

This Agreement is effective as of March 20, 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: **Arbor Valley - Phase II**

Client's Authorized Representative: Brent Clark
Address: 121 S. Meridian, PO Box 188, Valley Center, Kansas 67147
Telephone: 3088702150 **email:** bclark@valleycenterks.org

Project Manager: Jake Vasa
Address: 15750 West Dodge Road, Suite 304, Omaha, Nebraska 68118
Telephone: 4024804096 **email:** jvasa@sehinc.com

Project Description: The project area is an approximate 20 acre site and is located at the west half of the Arbor Valley Addition at the intersection of Ofelia Street & Sycamore Drive in the City of Valley Center, Kansas. The proposed development design will include; grading, paving, water 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 (Phase II)

- Review current work & design completed for this project for correctness and design accuracy.
- Incorporate the previous design files into a new plan set.
- Submit Final Plans for City staff review, which shall include the following:
 - Title sheet
 - Notes sheet
 - Typical section sheet
 - Details sheets
 - Control sheet
 - Site Grading Plans
 - Site Erosion Control & Stabilization plans
 - 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 Water, Street, and Drainage for Special Assessment Petitions
- Make final revisions and incorporate comments from City staff and KDHE from Final Plans review

Task 2: Construction Administration

- Attend one pre-construction meeting for each project to include Client, and Contractor
- Attend progress meetings as necessary.

- Review samples, schedules, shop drawings, the results of tests and inspections, and other data which the Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents.
- Consult with and advise the Client, act as the Client's representative at the Project site, issue all instructions of the Client to the Contractor, and prepare routine change orders as required.
- Review the Contractor's application for payment (assume 5), determine the amount owing the Contractor, and make recommendations to the Client regarding the payment thereof.
- Provide bi-weekly updates of construction progress to client.
- Provide Contractor with a list of outstanding items to be completed at the 90% stage of grading.
- Conduct one site visit to determine if the Project is substantially complete. Such site visits may include representatives from the Client. If the Contractor has fulfilled all of their obligations, Consultant may give written notice to the Client that the work is acceptable for final payment.

Task 3: On-Site Resident Project Representative

- A Resident Project Representation (RPR) will make site visits to carry out the tasks listed in this agreement. The time on site can vary and may be dependent upon contractor performance, unknown site conditions, agency coordination, testing coordination, among other factors. RPR services will be as described in attached Exhibit B.
- Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the Contractor(s), and to determine in general, if such work is proceeding in accordance with the Contract Documents.
- Conduct NPDES field monitoring and reporting from the start of the project into the final stabilization of the project. A total of thirty (15) inspections are anticipated.
- Assuming an average of one inspection per week during the entire length of the project.
- Coordinate material testing. Review test results, and promptly report any issues to the Contractor and Client. Take steps to help mitigate any failures in material testing.

Task 4: Material Testing (Terracon Consulting)

- Obtaining samples of fill material to perform Moisture-Density Relationship (Proctor) tests and Atterberg Limits.
- Providing a representative to perform in-place moisture and density tests for fill and backfill placed.
- Providing a representative to test structural, site, and slab-on-grade concrete. Field testing shall include slump, air content, and casting strength test specimens. Laboratory testing shall include strength testing of field cast specimens.
- Providing a representative to test Portland cement concrete and asphaltic concrete pavements. Field testing shall include slump, air content and casting strength test specimens (Portland cement concrete), and in-place density testing (asphaltic concrete). Laboratory testing shall include strength testing of field cast specimens (Portland cement concrete), and Marshall or gyratory properties and extraction/gradation (asphaltic concrete). If required, flexural strength beams will be cast and tested for Portland cement concrete.
- Providing Daily Observation Reports documenting the field activities and laboratory test results.
- Providing a Project Manager or Staff Engineer for consulting and report review/writing or other correspondence.

Assumptions:

The following assumptions were made in preparing this proposal:

- Full time on-site RPR is not anticipated. We are assuming that SEH will make site visits to observe progress, monitor general conformance with the plans, coordination with the Contractor, and coordination of construction staking and materials testing. Contract administration services have been budgeted assuming the construction contract duration for operations does not exceed 80 calendar days. Construction beyond the 80 calendar days duration may require and adjustment to this contract amount.

- Materials testing services will be completed by Terracon Consulting as a subconsultant to this agreement with the Client. Additional testing will be paid for by the Contractor, unless specifically requested by the Client.
- Previous Design for Phase I provided is assumed to be built in accordance with the original design with some minor revisions provided by the as-built construction documents.

Not included:

- Sanitary Sewer design – lots will have septic systems
- Construction Staking – by Contractor

Schedule: Construction schedule will be developed by the Contractor and our services will follow their schedule.

Payment:

Task 1: Construction Documents

The total fee is Lump Sum and estimated to be \$27,100 including expenses and equipment.

Task 2: Construction Administration

The total fee is Lump Sum and estimated to be \$29,200 including expenses and equipment.

Task 3: On Site Resident Project Representative

The total fee is hourly and estimated to be \$30,300 including expenses and equipment.

Task 4: Material Testing (Provided by Terracon)

The total fee is hourly and estimated to be \$8,500 including expenses and equipment.

Task	Total
Task 1: Construction Documents	\$27,100
Task 2: Construction Administration – Lump Sum	\$29,200
Task 3: On Site Resident Project Representative – Hourly + Expenses	\$30,300
Task 4: Material Testing – Hourly + Expenses	\$8,500
TOTAL:	\$95,100

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1 & 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: _____

Full Name: _____

Title: _____



 JAKE VASA
 PROJECT MANAGER

By: _____

Full Name: _____

Title: _____

Exhibit A-1
to Agreement for Professional Services
Between City of Valley Center (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated March 20, 2025

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

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

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. 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.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

Exhibit A-2
to Agreement for Professional Services
Between City of Valley Center (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated March 20, 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.

Exhibit B
to Agreement for Professional Services
Between City of Valley Center (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated March 20, 2025

**A Listing of the Duties, Responsibilities and
Limitations of Authority of the Resident Project Representative**

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, specs, drawings, field orders, addenda, clarifications, interpretations, approved shop drawings and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

A. General

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Consultant and contractor keeping the Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - (a) Serve as Consultant's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with contractor when contractor's operations affect Client's on-site operations.
 - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples*:
 - (a) Record date of receipt of shop drawings and samples.
 - (b) Receive samples furnished at the site by contractor, and notify Consultant of availability of samples.
 - (c) Advise Consultant and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
 - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- (c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
 - (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Consultant.
 7. Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to Consultant. Transmit to contractor decisions as issued by Consultant.
 8. Records:
 - (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
 - (b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
 - (c) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.
 9. Reports:
 - (a) Furnish Consultant periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
 - (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
 - (c) Draft proposed change orders and Work, obtaining backup material from contractor and recommend to Consultant change orders, and field orders.
 - (d) Report immediately to Consultant and Client upon the occurrence of any accident.
 10. Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
 12. Completion:
 - (a) Before Consultant issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.
 - (b) Conduct final inspection in the company of Consultant, Client, and contractor and prepare a final list of items to be completed or corrected.
 - (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept shop drawing or sample submittals from anyone other than contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

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

D. PROFESSIONAL SERVICES AGREEMENT - SEH:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommend acceptance of Professional Services Agreement with SEH for the Arbor Valley Phase II Development an amount not to exceed \$95,100.00 and authorize Mayor or City Administrator to sign.

NEW BUSINESS

E. ORDINANCE 1427-25; ANNEX 30.494 ACRES ALONG INTERURBAN (TRACT 1):

Community Development Director Fiedler will present Ordinance 1427-25 for 1st reading. A request from The4Front LLC to annex approximately 30.494 acres along Interurban has been received.

- Ordinance 1427-25
- Island Annexation Request
- Map

ORDINANCE NO. 1427-25

**AN ORDINANCE OF THE CITY OF VALLEY CENTER, KANSAS,
ANNEXING CERTAIN LAND TO THE CITY OF VALLEY CENTER, SEDGWICK
COUNTY, KANSAS, BY VIRTUE OF THE LANDOWNER'S PETITION TO BE
ANNEXED TO THE CITY OF VALLEY CENTER, KANSAS.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF VALLEY
CENTER:**

SECTION ONE:

The owner of the below described land, having requested and petitioned that said land be annexed to the City of Valley Center, Kansas, and as that land adjoins a portion of the westerly Valley Center, Kansas, boundary, it is hereby ordained and ordered that the land which is legally described as;

The PT W 1/2 NW 1/4 COMM NE COR THEREOF TH S 1764.29 FT FOR POB S 879.8 FT S 446.6 FT W 200.31 FT S 766.96 FT NWLY 1581.57 FT TH ALG CUR TO RIGHT 78.58 FT NWLY 683.99 FT E 1204.95 FT TO BEG SEC 25-25-1W, Sedgwick County, Kansas,

is hereby annexed to the City of Valley Center, Kansas, pursuant to the authority of K.S.A. 12-520.

SECTION TWO:

This ordinance shall take effect on its publication in the official city newspaper.

PASSED AND APPROVED by the Governing Body of the City of Valley Center,

Kansas, on this 1st day of July, 2025.

June 17, 2025 1st reading
July 1, 2025 2nd reading

seal

James E. Truman, Mayor

Kristi Carrithers, City Clerk

May 22, 2025

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

RE: Annexation Request

Dear Mayor Truman and Members of Council:

I, Geavonna Trilli, am requesting you to annex two properties that I legally own under The4Front LLC, in Sedgwick County into the corporate limits of the City of Valley Center. I hereby undersigned being the owner and legal representative of the properties legally described as the following:

TRACT 1: PT W 1/2 NW 1/4 COMM NE COR THEREOF TH S 1764.29 FT FOR POB S 879.8 FT S 446.6 FT W 200.31 FT S 766.96 FT NWLY 1581.57 FT TH ALG CUR TO RIGHT 78.58 FT NWLY 683.99 FT E 1204.95 FT TO BEG SEC 25-25-1W

TRACT 2: TH PT NW1/4 LY E AT&SF ROW EXC RDS & EXC COMM NE COR NW 1/4 TH S 1764.29 FT FOR POB TH S 879.8 FT TO SE COR NW 1/4 W 788.64 FT NWLY TO PT 1204.95 FT W OF POB E 1204.95 FT TO BEG SEC 25-25-1W



Full Legal Signature of Managing Partner

Geavonna Trilli

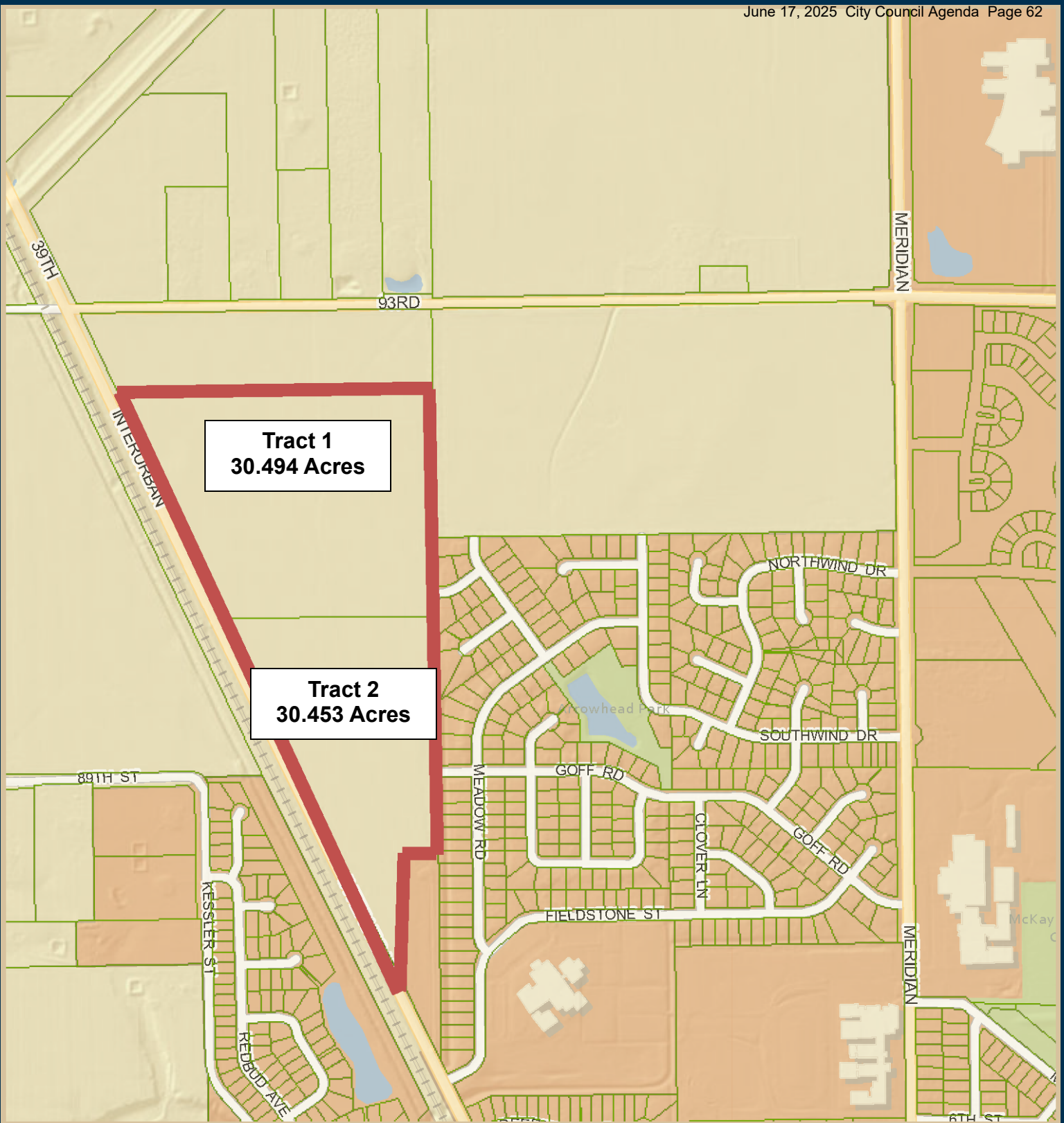
Managing Partner Name (print)

8918 W 21st N Ste 200 #129 Wichita Kansas 67205

Mailing Address

05/22/2025

Date



Geographic Information Services

Sedgwick County...
working for you

Date: 5/21/2025

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

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

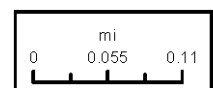
© 2025 Sedgwick County Kansas Government.
All rights reserved.

My Map

Sedgwick County, Kansas



1:9,028



NEW BUSINESS

RECOMMENDED ACTION

**E. ORDINANCE 1427-25; ANNEX 30.494 ACRES ALONG INTERURBAN
(TRACT 1):**

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommend approval of 1st reading of Ordinance 1427-25 to annex approximately 30.494 acres along Interurban.

NEW BUSINESS

F. ORDINANCE 1428-25; ANNEX 30.453 ACRES ALONG INTERURBAN (TRACT 2):

Community Development Director Fiedler will present Ordinance 1428-25 for 1st reading. A request from The4Front LLC to annex approximately 30.453 acres along Interurban has been received.

- Ordinance 1428-25

ORDINANCE NO. 1428-25

**AN ORDINANCE OF THE CITY OF VALLEY CENTER, KANSAS,
ANNEXING CERTAIN LAND TO THE CITY OF VALLEY CENTER, SEDGWICK
COUNTY, KANSAS, BY VIRTUE OF THE LANDOWNER'S PETITION TO BE
ANNEXED TO THE CITY OF VALLEY CENTER, KANSAS.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF VALLEY
CENTER:**

SECTION ONE:

The owner of the below described land, having requested and petitioned that said land be annexed to the City of Valley Center, Kansas, and as that land adjoins a portion of the westerly Valley Center, Kansas, boundary, it is hereby ordained and ordered that the land which is legally described as;

The TH PT NW1/4 LY E AT&SF ROW EXC RDS & EXC COMM NE COR
NW 1/4 TH S 1764.29 FT FOR POB TH S 879.8 FT TO SE COR NW 1/4 W 788.64 FT
NWLY TO PT 1204.95 FT W OF POB E 1204.95 FT TO BEG SEC 25-25-1W,
Sedgwick County, Kansas,

is hereby annexed to the City of Valley Center, Kansas, pursuant to the authority of
K.S.A. 12-520.

SECTION TWO:

This ordinance shall take effect on its publication in the official city newspaper.

PASSED AND APPROVED by the Governing Body of the City of Valley Center,

Kansas, on this 1st day of July, 2025.

June 17, 2025 1st reading
July 1, 2025 2nd reading

seal

James E. Truman, Mayor

Kristi Carrithers, City Clerk

NEW BUSINESS

RECOMMENDED ACTION

**F. ORDINANCE 1428-25; ANNEX 30.453 ACRES ALONG INTERURBAN
(TRACT 2):**

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommend approval of 1st reading of Ordinance 1428-25 to annex approximately 30.453 acres along Interurban.

NEW BUSINESS

G. VALLEY CENTER 2026 BUDGET- FIRST DRAFT:

Finance Director Miller will present the first draft of the Valley Center 2026 Budget.

- Valley Center 2026 Budget

Valley Center 2026 Budget Overview

First Draft



2026 Budget Valuation

- What is “Valuation”?
 - Valuation: The total assessed value of all real and tangible property within the City limits.
 - This includes all residential, commercial, industrial, land, and utilities within the City limits.
- Each class is assessed at a different rate
 - Residential 11.5%
 - Commercial 25%
 - Utilities 33%
 - Etc.
- The total FY26 valuation estimate for the city is \$87,761,650.
- 15.172% increase in overall valuation.

2026 Budget Valuation

County Clerk's Budget Information for the 2025 Budget

1.	Valuation Information as of June 15, 2025:				
		Estimated Assessed Valuation	New Construction	Territory Added	Property with changed use
	Real Estate	\$82,920,071	\$4,287,502	\$35,450	\$1,255,509
	Personal Property	\$1,247,884			
	State Assessed	\$3,593,695			
	Total	\$87,761,650			
2.	Revenue-Neutral Rate				47.592

2026 Budget Valuation

County Clerk's Budget Information for the 2025 Budget

3.	Actual Tax Rates Levied for the 2025 Budget:			
	Fund	Rate	\$ Amount Levied	
	General	22.977	\$1,751,657	
	Bond & Interest	13.584	\$1,035,579	
	Library	4.326	\$329,794	
	Employee Benefit	12.940	\$986,484	
	Emergency Equipment	.961	\$73,262	
	Total	54.788	\$4,176,775	
4.	Final Assessed Valuation from the November 1, 2024 Abstract			\$76,235,223
5.	Delinquency Rate (from 2023 Tax Year) for General Fund			2.83%

2026 Budget Valuation

County Clerk's Budget Information for the 2026 Budget

6.	Neighborhood Revitalization District:		
	Valuation Subject to Rebates		0
7.	Tax Increment Financing (TIF):		
	TIF Total Assessed Valuation		\$1,366,150
	TIF Base Year Assessed Valuation		\$32,679
8.	Watercraft tax estimate		\$3,530
	6/15/2025	Provided by:	Kelly B Arnold, Sedgwick County Clerk

TIF Total Assessed Valuation FY25 = \$93,999 vs. FY26 \$1,366,150. An overall increase of \$1,272,151

2026 Budget Valuation

Valuation Increase (Estimated)

2025 Budget	\$76,200,524
2026 Budget	\$87,761,650
Total Estimated Increase	15.172%

Revenue Neutral Rate

2025 Total Property Tax Billed = \$4,176,775

2026 Estimated Valuation = \$87,761,650

Revenue Neutral Rate = ($\$4,176,755 / \$87,761,650$) = .047592 Mills x 1000 = 47.592

Proposed Mill Levy Rate = 53.656

Mill Value = ($\$87,761,650 / 1000$) or \$87,762 per mill

Multiplied by proposed mill levy of 53.656 = \$4,708,958

53.656 will be the total mills levied if approved

Total ad valorem dollar increase of \$528,883 over 2025 budgeted ad valorem dollars.

How are my taxes calculated?

- Home Appraisal: \$200,000
- Assessed Value @ 11.5%: \$23,000

City Portion of Property Taxes:

Assessed Value: \$23,000

X City Mill Rate: .053656

City Portion Total \$1,234.09



2025/2026 Mill Levy Comparison

2025 Mill Levy Actual		2026 Mill Levy Estimate	
General Fund	22.977	General Fund	22.000
Emp. Benefit	12.940	Emp. Benefit	14.194
Bond & Interest	13.584	Bond & Interest	12.300
Library	4.326	Library	4.200
Emergency Equip.	0.961	Emergency Equip.	0.962
Total Mills	54.788	Total Mills	53.656
Mill Levy Exceeded by	4.466	Mill Levy Exceeded by	6.064

2025/2026 Mill Levy Comparison

2025 Mill Levy Actual		2026 Mill Levy Estimate	
Revenue Neutral Rate	50.299	Revenue Neutral Rate	47.592
Total Mills	54.788	Total Mills	53.656
Mill Levy Exceeded by	4.489	Mill Levy Exceeded by	6.064

*The decrease in neutral rate was due to the large 15.172% valuation increase. It will likely return to a historical percent closer to 50 mills over the next few years.

2026 Mill Impact for Homeowners and Businesses

2025 Mill Rate: 54.856

2026 Mill Rate: 53.656

Difference: -1.2 Mills

Homeowners: For every \$100,000 in assessed property value you have, you will pay \$13.80 less in City taxes in 2026.

Businesses: For every \$100,000 in assessed property value you have, you will pay \$30.00 less in City taxes in 2026.

Homeowners

\$200,000 Home = \$27.60 less tax in 2026

\$400,000 Home = \$55.20 less tax in 2026

\$600,000 Home = \$82.80 less tax in 2026

Businesses

\$200,000 Business = \$60.00 less tax in 2026

\$400,000 Business = \$120.00 less tax in 2026

\$600,000 Business = \$180.00 less tax in 2026

12 Year Mill Levy Comparison				
Levy Year	Budget Year	Library	City	Total
2014	2015	4.507	50.936	55.443
2015	2016	4.507	50.939	55.446
2016	2017	4.507	51.144	55.651
2017	2018	4.445	51.144	55.589
2018	2019	4.506	50.471	54.977
2019	2020	4.506	50.471	54.977
2020	2021	4.506	50.506	55.012
2021	2022	4.487	50.361	54.848
2022	2023	4.331	50.467	54.856
2023	2024	4.331	50.525	54.856
2024	2025	4.326	50.462	54.788
2025	2026	4.200	49.456	53.656

12 Year Valuation Comparison		
Budget Year	Assessed Valuation	% Change
2015	\$45,726,703	1.93%
2016	\$45,729,797	0.01%
2017	\$46,311,594	1.26%
2018	\$48,269,842	4.26%
2019	\$50,899,065	4.22%
2020	\$53,746,894	5.60%
2021	\$57,295,563	6.60%
2022	\$59,371,877	3.31%
2023	\$63,677,066	7.25%
2024	\$69,926,337	9.82%
2025	\$76,235,223	9.02%
2026	\$87,761,650	15.17%

*2026 budget year the City will operate under a 50.000 Mill Levy rate

Taxing and Special Revenue Funds

Fund	Revenue Sources
General Fund	Ad Valorem/Sales Tax/Alcohol (1/3)/Franchise Fees
Library	Ad Valorem
Bond and Interest	Ad Valorem/Special Assessments/Delinquent Taxes
Employee Benefit	Ad Valorem/Employee Portion of Healthcare
Emergency Equipment	Ad Valorem – Dedicated mill levy of 1 mill
Special Parks and Rec	State Alcohol Distribution Taxes (1/3)
Special Alcohol	State Alcohol Distribution Taxes (1/3)
Special Streets and Highway	Sales Tax/State Funds/County Funds/GF Transfers

Valuation
Increases
per Fund

Fund	FY2025	FY2026
General Fund	\$181,426	\$177,687
Employee Benefit	\$81,288	\$258,435
Bond & Interest	\$48,274	\$43,065
Library	\$27,174	\$38,574
Emergency Equip.	\$6,036	\$11,122

Library

2025 Budgeted Expenditures	2026 Budgeted Expenditures
\$365,000	\$409,622
\$(648) to Fund Balance	(\$7,000) to Fund Balance

- Expenditures intentionally over budgeted to ensure maximum dollars can be transferred.

Bond and Interest Fund

2025 Budgeted Expenditures	2026 Budgeted Expenditures
\$2,487,700	\$2,342,410
\$(1,397) to Fund Balance	\$336,118 to Fund Balance

B&I had over \$1M in reserves yearly most of the past decade. Reserves are down to \$238,254 at the start of 2025. We are increasing reserves this year and will end 2026 with a forecasted 576k in B&I reserves. Valley Center will have two large Temp Notes maturing over the next two years and having strong B&I reserves will help manage payments with those new bonds.

Employee Benefit Fund

2025 Budgeted Expenditures	2026 Budgeted Expenditures
\$1,385,70	Will report within 60 days
(\$149,614) to Fund Balance	

- Employer KPERS Portion
 - Medicaid
 - FICA (Social Security)
 - Health Insurance
 - Workman's Comp
 - Unemployment
- Insurance claims have greatly increased in the past 60 days. These were 2024 claims getting finalized. Pareto caps our expenses at 40k per claimant annually. We are receiving reimbursements for expenses over 40k with more coming. We are working with IMA insurance to forecast these claims and reimbursements and will present Employee Benefits to council in the next 60 days.

Emergency Equipment Fund

2025 Budgeted Expenditures	2026 Budgeted Expenditures
\$128,000	\$76,000
(\$17,001) to Fund Balance	\$33,069 to Fund Balance

- No major expenses planned for 2026.
- Reserves are below historical levels. Building reserves up again in 2026.

General Fund Revenue

Revenues:	2022 ACTUAL	2023 ACTUAL	2024 ACTUAL	2025 BUDGET	2026 PROJECTED
Taxes	2,280,073	2,418,195	2,577,744	2,767,992	2,957,241
Licenses & Permits	801,928	802,254	1,111,529	828,196	913,850
Charges for Services & Fees	23,390	\$24,243	24,288	26,090	23,600
Fines & Forfeitures	150,363	156,535	123,481	166,860	151,700
Interest Earnings	18,866	77,840	124,550	50,000	68,000
Other Revenues	106,351	319,350	188,157	68,000	235,018
Miscellaneous	157,318	236,451	147,011	166,000	171,500
TOTAL REVENUE	3,538,290	4,044,868	4,296,769	4,073,139	4,520,909

General Fund Expenditures

Expenditures:	2022 ACTUAL	2023 ACTUAL	2024 ACTUALS	2025 BUDGETED	2026 REQUESTED
Revenues:					
TOTAL REVENUE	\$ 3,538,289	\$ 4,044,868	\$ 4,296,769	\$ 4,073,139	\$ 4,520,909
Administration Department	\$ 793,317	\$ 901,832	\$ 1,015,877	\$ 950,152	\$ 1,093,814
Community Development Department	\$ 233,239	\$ 232,189	\$ 285,028	\$ 275,282	\$ 304,883
Senior Services		\$ -	\$ -	\$ -	\$ 110,808
Park & Public Grounds Department	\$ 539,401	\$ 595,770	\$ 623,820	\$ 672,250	\$ 678,508
Police Department	\$ 1,374,227	\$ 1,459,616	\$ 1,369,829	\$ 1,544,203	\$ 1,580,287
Fire Department	\$ 418,057	\$ 525,300	\$ 532,332	\$ 563,950	\$ 594,566
Legal & Court Department	\$ 172,409	\$ 170,376	\$ 163,330	\$ 173,895	\$ 182,087
TOTAL EXPENDITURES	\$ 3,530,651	\$ 3,885,084	\$ 3,990,215	\$ 4,179,732	\$ 4,544,954
Budgeted Income (Gain/Loss)	\$ 7,639	\$ 159,784	\$ 147,602	\$ (106,593)	\$ (24,045)
Fund Balance - January 1	\$ 1,373,423	\$ 1,381,062	\$ 1,540,616	\$ 1,688,218	\$ 1,581,625
Fund Balance - December 31	\$ 1,381,062	\$ 1,540,616	\$ 1,688,218	\$ 1,581,625	\$ 1,557,580

We will start breaking revenues out by department starting 1-1-2026. Currently all revenues book into Admin.

General Fund Increases & Requests

- \$34,615 – City Hall migration from servers to cloud hosted storage. (17-20k annual savings)
- \$20,000 – Separate advertising fund for Community Development.
- \$15,000 – New Fire Fighting Gear.
- \$70,000 – New RFP for custodial cleaning. Will be split among many departments.

\$139,615 in total requests - *Currently in the proposed FY26 General Fund Budget*

Special Streets and Highway

Gas Tax Distributions	2024 Actual	2025 Budgeted	2026 Estimated
State Distribution	\$199,715	\$198,200	\$200,000
County Transfer	\$65,397	\$87,460	\$87,000
Total	\$265,113	\$285,660	\$287,000

Special Streets and Highway

2025 Budgeted Expenditures	2026 Budgeted Expenditures
\$1,315,477	\$1,313,000
\$(229,817) to Fund Balance	(\$151,550) to Fund Balance

- \$100,000 CIP contribution has been left in the budget in the event sales tax revenues come in high.
- Street Sweeper was paid off EOY 2024.

Enterprise Funds

Fund	Revenue Source
Water	User Charges/Fees
Sewer	User Charges/Fees
Storm Water	User Charges/Flat monthly charge
Solid Waste	User Charge/Flat monthly charge



Water

- One time \$250,000 transfer to employee benefits
- \$179,271 down payment and loan payments for new Vac truck. Will save the city \$50k per year in line cleaning going forward.
- Increased budget for water purchases from Wichita \$200,000 over 2025 budget due to drought.

2025 Budgeted Expenditures	2026 Budgeted Expenditures
\$2,365,027	\$2,970,120
(\$1,848) to Fund balance	(\$390,820) to Fund balance



Sewer

- Line cleaning removed from budget with addition of Vac truck.
- \$59,757 down payment and loan payment for new Vac truck.

2025 Budgeted Expenditures	2026 Budgeted Expenditures
\$1,562,240	\$1,540,571
(\$85,301) to Fund Balance	\$22,220 to Fund Balance



Stormwater

- Transfer to Bond and Interest increased \$25,000 over 2025 budgeted.

2025 Budgeted Expenditures	2026 Budgeted Expenditures
\$352,700	\$365,200
(\$27,700) to Fund balance	(\$24,000) to Fund balance



Solid Waste

- Solid waste monthly rates increase 2% annually based on our contract with Waste Connections.
- Admin fee has remained flat.

2025 Budgeted Expenditures	2026 Budgeted Expenditures
\$600,567	\$575,250
\$11,058 to Fund Balance	\$55,705 to Fund Balance



ARPA – American Rescue Plan Act

The City of Valley Center received \$1,117,862.04 in ARPA funding. We received \$558,931.02 in July of 2021 and \$558,931.02 in June of 2022.

- \$1,117,862.04 has been spent to date.
- \$0 in original funding remains.

Next Steps

- July 1st – Potential special budget meeting (if needed).
- July 15th – Comprehensive budget meeting.
- July 20th – Deadline to notify Sedgwick County that revenue neutral rate will be exceeded.
- July 29th – Potential special budget meeting (if needed).
- August 5th –CIP review/discussion.
- August 11th – Publish notice to exceed revenue neutral rate.
- September 2nd – Notice to exceed revenue neutral rate hearing. Public hearing of the 2026 budget. Possible approval of the 2026 budget.
- September 19th – Last day to approve the 2026 budget.
- October 1st – Last day to certify the 2026 budget to Sedgwick County.

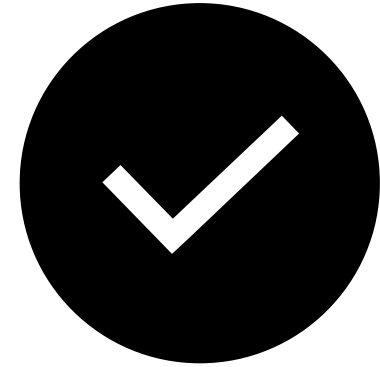
Next Steps



FEEDBACK ON FIRST DRAFT



FEEDBACK ON
DEPARTMENT REQUESTS



COMPREHENSIVE BUDGET
DISCUSSION ON JULY 15TH



Questions?



NEW BUSINESS
RECOMMENDED ACTION

G. VALLEY CENTER 2026 BUDGET- FIRST DRAFT:

Should Council choose to proceed,

RECOMMENDED ACTION:

For discussion and guidance on budget requests to be included in the comprehensive budget discussion on July 15, 2025. No official action to be taken.

CONSENT AGENDA

A. APPROPRIATION ORDINANCE – JUNE 17, 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 June 17, 2025, as prepared by City Staff.

June 17, 2025, Appropriation

Appropriation	\$	1,246,454.76
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VENDOR SET: 02 City of Valley Center

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BANK: APBK PEOPLES CHECKING

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

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
1463	DAVES POOL STORE & SERVICE							
I-202505213308	DAVES POOL STORE & SERVICE	R	5/23/2025	589.85		063219		589.85
1464	GLOBAL COLLISION CENTER-WEST							
I-202505223319	GLOBAL COLLISION CENTER-WEST	R	5/23/2025	4,719.23		063220		4,719.23
0014	WICHITA WINWATER WORKS CO.							
I-202505293347	WICHITA WINWATER WORKS CO.	R	5/30/2025	67.66		063221		67.66
0147	TRAFFIC CONTROL SERVICES, INC.							
I-202505283336	TRAFFIC CONTROL SERVICES, INC.	R	5/30/2025	19,828.43		063222		19,828.43
0150	AT&T MOBILITY							
I-202505283333	AT&T MOBILITY	R	5/30/2025	267.64		063223		267.64
0196	P E C (PROFESSIONAL ENGINEERIN							
I-202505293344	P E C (PROFESSIONAL ENGINEERIN	R	5/30/2025	28,834.75		063224		28,834.75
0249	APAC - KANSAS INC							
I-202505283335	APAC - KANSAS INC	R	5/30/2025	364,122.00		063225		364,122.00
0254	CITY OF WICHITA							
I-202505283339	CITY OF WICHITA	R	5/30/2025	60,231.50		063226		60,231.50
0587	DELL FINANCIAL SERVICES, LLC							
I-202505283341	DELL FINANCIAL SERVICES, LLC	R	5/30/2025	18.70		063227		18.70
0625	ENVIRONMENTAL SYSTEMS RESEARCH							
I-202505283337	ENVIRONMENTAL SYSTEMS RESEARCH	R	5/30/2025	3,225.00		063228		3,225.00
0699	MEM							
I-202505283340	MEM	R	5/30/2025	37,024.52		063229		37,024.52
0799	ROYAL FRANCHISING, LLC DBA JAN							
I-202505283338	ROYAL FRANCHISING, LLC DBA JAN	R	5/30/2025	1,866.40		063230		1,866.40
1004	IMAGINE IT, INC.							
I-202505283332	IMAGINE IT, INC.	R	5/30/2025	1,628.80		063231		1,628.80
1039	GRAINGER							
I-202505293346	GRAINGER	R	5/30/2025	5.57		063232		5.57
1078	FLEXIBLE BENEFIT SERVICE CORPO							
I-202505283330	FLEXIBLE BENEFIT SERVICE CORPO	R	5/30/2025	68.75		063233		68.75

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
1162	CUT RATES LAWN CARE LLC							
I-202505283343	CUT RATES LAWN CARE LLC	R	5/30/2025	2,255.00		063234		2,255.00
1270	SCHAEFER ARCHITECTURE, INC.							
I-202505283331	SCHAEFER ARCHITECTURE, INC.	R	5/30/2025	86,193.33		063235		86,193.33
1276	TROJAN TECHNOLOGIES CORP							
I-202505293345	TROJAN TECHNOLOGIES CORP	R	5/30/2025	19,636.75		063236		19,636.75
1381	SOUTHARDS WELDING & MFG., INC.							
I-202505283334	SOUTHARDS WELDING & MFG., INC.	R	5/30/2025	1,750.00		063237		1,750.00
1434	BRADY NURSERY							
I-202505283342	BRADY NURSERY	R	5/30/2025	1,163.00		063238		1,163.00
0055	SOUTHERN KS-NORTHERN OKLAHOMA							
I-202506023351	SOUTHERN KS-NORTHERN OKLAHOMA	R	6/04/2025	100.00		063239		100.00
0035	BARRY ARBUCKLE							
I-202506043369	BARRY ARBUCKLE	R	6/06/2025	800.00		063240		800.00
0042	LARRY LINN							
I-202506043365	LARRY LINN	R	6/06/2025	1,700.00		063241		1,700.00
0077	KANSAS OFFICE OF THE TREASURER							
I-202506043364	KANSAS OFFICE OF THE TREASURER	R	6/06/2025	1,649.32		063242		1,649.32
0091	MIES CONSTRUCTION INC							
I-202506033357	MIES CONSTRUCTION INC	R	6/06/2025	466,990.03		063243		466,990.03
0098	VALLEY CENTER POSTMASTER							
I-202506043370	VALLEY CENTER POSTMASTER	R	6/06/2025	188.00		063244		188.00
0156	BEALL & MITCHELL, LLC							
I-202506043367	BEALL & MITCHELL, LLC	R	6/06/2025	1,850.00		063245		1,850.00
0183	KANSAS ONE-CALL SYSTEM, INC							
I-202506053378	KANSAS ONE-CALL SYSTEM, INC	R	6/06/2025	283.29		063246		283.29
0196	P E C (PROFESSIONAL ENGINEERIN							
I-202506033362	P E C (PROFESSIONAL ENGINEERIN	R	6/06/2025	10,563.00		063247		10,563.00
0226	RURAL WATER DISTRICT #2							
I-202506033360	RURAL WATER DISTRICT #2	R	6/06/2025	17.54		063248		17.54

VENDOR SET: 02 City of Valley Center

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BANK: APBK PEOPLES 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
0306	SEDGWICK COUNTY							
I-202506053377	SEDGWICK COUNTY	R	6/06/2025	1,065.90		063249		1,065.90
0457	CHRISTOPHER MICHAEL LEE DAVIS,							
I-202506043366	CHRISTOPHER MICHAEL LEE DAVIS,	R	6/06/2025	125.00		063250		125.00
0578	PHILIP L. WEISER, J.D.							
I-202506033358	PHILIP L. WEISER, J.D.	R	6/06/2025	150.00		063251		150.00
0601	JOY K. WILLIAMS, ATTORNEY AT L							
I-202506043368	JOY K. WILLIAMS, ATTORNEY AT L	R	6/06/2025	1,350.00		063252		1,350.00
0768	MABCD							
I-202506023349	MABCD	R	6/06/2025	950.00		063253		950.00
0801	MID-CONTINENT SAFETY							
I-202506053379	MID-CONTINENT SAFETY	R	6/06/2025	225.00		063254		225.00
0824	GALLS, LLC							
I-202506053382	GALLS, LLC	R	6/06/2025	185.56		063255		185.56
0955	RECREATION SUPPLY COMPANY							
I-202506053383	RECREATION SUPPLY COMPANY	R	6/06/2025	86.65		063256		86.65
0988	FELD FIRE							
I-202506023353	FELD FIRE	R	6/06/2025	825.00		063257		825.00
1004	IMAGINE IT, INC.							
I-202506023352	IMAGINE IT, INC.	R	6/06/2025	4,568.13		063258		4,568.13
1039	GRAINGER							
I-202506043372	GRAINGER	R	6/06/2025	116.31		063259		116.31
1082	T-MOBILE							
I-202506033356	T-MOBILE	R	6/06/2025	115.50		063260		115.50
1162	CUT RATES LAWN CARE LLC							
I-202506033363	CUT RATES LAWN CARE LLC	R	6/06/2025	1,180.00		063261		1,180.00
1297	BURNS & MCDONNELL/CAS CONSTRUC							
I-202506043371	BURNS & MCDONNELL/CAS CONSTRUC	R	6/06/2025	84,150.79		063262		84,150.79
1360	ABCD TECH							
I-202506053384	ABCD TECH	R	6/06/2025	56.25		063263		56.25

VENDOR SET: 02 City of Valley Center

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BANK: APBK PEOPLES 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
1389	SITEONE LANDSCAPE SUPPLY							
I-202506033359	SITEONE LANDSCAPE SUPPLY	R	6/06/2025	490.31		063264		490.31
1391	ARC PHYSICAL THERAPY PLUS LP							
I-202506033361	ARC PHYSICAL THERAPY PLUS LP	R	6/06/2025	35.00		063265		35.00
1394	IDEATEK TELECOM, LLC.							
I-202506023354	IDEATEK TELECOM, LLC.	R	6/06/2025	1,771.48		063266		1,771.48
1407	RED CARPET TROPHY							
I-202506043374	RED CARPET TROPHY	R	6/06/2025	1,580.85		063267		1,580.85
1453	BLUE WAVE COUNSELING							
I-202506023355	BLUE WAVE COUNSELING	R	6/06/2025	160.00		063268		160.00
1465	KARIN & GARRETT WITTHAR							
I-202506043375	KARIN & GARRETT WITTHAR	R	6/06/2025	29,468.98		063269		29,468.98

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	51	1,246,294.77	0.00	1,246,294.77
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:	51	1,246,294.77	0.00	1,246,294.77

VENDOR SET: 03 City of Valley Center

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BANK: APBK PEOPLES 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
0163	NICK MANNING							
I-202506043373	NICK MANNING	R	6/06/2025	159.99		063270		159.99

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	159.99	0.00	159.99
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 03 BANK: APBK TOTALS:	1	159.99	0.00	159.99
BANK: APBK TOTALS:	52	1,246,454.76	0.00	1,246,454.76
REPORT TOTALS:	52	1,246,454.76	0.00	1,246,454.76

SELECTION CRITERIA

VENDOR SET: * - All

VENDOR: ALL

BANK CODES: All

FUNDS: All

CHECK SELECTION

CHECK RANGE: 063219 THRU 063270

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

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 Reid

E. Councilmember Anderson

F. Councilmember Gregory

G. Councilmember Kerstetter

H. Councilmember Evans

I. Councilmember Stamm

ADJOURN