



## CITY COUNCIL AGENDA

**May 20, 2025**

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

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. INVOCATION: MINISTERIAL ALLIANCE**
- 4. PLEDGE OF ALLEGIANCE**
- 5. APPROVAL OF AGENDA p 4**
- 6. ADMINISTRATION AGENDA p 5**
  - A. City Council Meeting Minutes – May 6, 2025
- 7. PRESENTATIONS / PROCLAMATIONS p 11**
- 8. PUBLIC FORUM (*Citizen input and requests*) p 11**
- 9. APPOINTMENTS p 11**
- 10. OLD BUSINESS p 12**
  - A. Ordinance 1424-25; Re-Zone Birch p 12
  - B. Ordinance 1425-25; Re-Zone Property North of Rec Center p 17
- 11. NEW BUSINESS p 21**
  - A. 2024 Financial Audit Report p 21
  - B. Discussion of Wagon Tail Ranch Sign-(amended/added to agenda)
  - C. Approval of Supplemental Agreement for Meridian Inspection Services - PEC p 67
  - D. Ordinance 1426-25: Ridgefield Speed Limit p 77
  - E. Approval of Budget Calendar p 81
  - F. Approval of RFP Custodial Services p 84
  - G. USD 262 Updated Easements p 112
  - H. Change Order- Harvest Place RCP Extension p 118
  - I. Acceptance of Council Member Resignation and Appointment-Ward 4 p 121
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- 12. CONSENT AGENDA p 125**
  - A. Appropriation Ordinance – May 20, 2025 p 126
  - B. Pool Use Agreement with VCSC and VCRC p 135
  - C. Approval of easement-1700 E Tanner Trail p 140
  - D. Approval of easement- 8005 N Seneca p 151
  - E. Approval of easement- 7945 N Seneca p 160

- F. Approval of easement- 1701 E Tanner Trail p 171
- G. Approval of easement- 8110 N Seneca p 180
- H. Approval of easement- Trails End Development LLC p 191
- I. Approval of easement- City of Valley Center p 208

**13. STAFF REPORTS p 216**

**14. GOVERNING BODY REPORTS p 217**

**15. ADJOURN**

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

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

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

*For additional information on any item on the agenda, please visit [www.valleycenterks.gov](http://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 May 6, 2025, regular City Council Meeting as prepared by the City Clerk.

REGULAR COUNCIL MEETING  
May 6, 2025  
CITY HALL  
121 S. MERIDIAN

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

Members Absent: Clint Bass, Ben Anderson and Chris Evans

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

Press present: Ark Valley News

**APPROVAL OF AGENDA -**

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

**ADMINISTRATION AGENDA -**

APRIL 15, 2025, CITY COUNCIL MINUTES-

Wilson moved to approve the minutes of April 15, 2025, City Council meeting as presented, seconded by Colbert. Vote Aye: Unanimous. Motion Carried.

**PRESENTATIONS/PROCLAMATIONS –**

A. LAW ENFORCEMENT MEMORIAL DAY PROCLAMATION

Mayor Truman read a Proclamation declaring May 15, 2025, Peace Officers Memorial Day and May 11-17<sup>th</sup> as Police Week in the City of Valley Center.

B. CITY OF WICHITA DROUGHT RESPONSE PRESENTATION

Gary Janzen, Wichita Public Works and Utilities Director presented information regarding the drought response. He explained the steps being taken by Wichita and water consumers. He stated that the restrictions implemented last year did make a difference, but they continue to be in Stage 2 restrictions. The Equus Beds are 92% full due to water re-use projects. He also spoke about water re-use projects.

C. UPDATE OF MERIDIAN STREET PROJECT

Kristy Skaggs, PEC updated the Council regarding the roundabout and South Meridian Project. She stated that concrete is being poured this week. Pending weather delays Meridian should have final completion in early July. Councilmember Wilson verified that sidewalks and driveways should be done by next week. Meridian should be open before July 4<sup>th</sup>.

**PUBLIC FORUM –**

Toby Meadows, Wagon Tail Ranch, expressed his frustration that the closure of Meridian has greatly affected his business. He felt that the detour signs were very confusing and customers were not able to find his business. He also stated that Pearson Construction destroyed their sign. He stated that they are a part of Valley Center and support the community.

**APPOINTMENTS – None**

**OLD BUSINESS – None**

**NEW BUSINESS-****A. HARVEST PLACE PHASE I SUPPLEMENTAL AGREEMENT WITH SEH**

Anthony Krejci with SEH presented supplemental agreement for turn lane design for extension of Sunflower Drive & Replating in Harvest Place Phase I development. Total fee for the agreement will be \$19,200.00. Kerstetter verified that the cost will be paid in specials.

Kerstetter moved to approve Supplemental Agreement with SEH for Harvest Place Phase I Improvements in an amount not to exceed \$19,200.00 and authorize Mayor or City Administrator to sign. Motion seconded by Anderson. Vote Aye: Unanimous. Motion carried.

**B. TRAILS END PHASE I IMPROVEMENTS SUPPLEMENTAL AGREEMENT WITH SEH**

Anthony Krejci with SEH presented supplemental agreement for additional water main design and additional turn lane design on Tanner Trail. Total fee will be \$17,300.00

Stamm moved to approve Supplemental Agreement with SEH for Trails End Phase I Improvements in an amount not to exceed \$17,300.00 and authorize Mayor or City Administrator to sign. Motion seconded by Kerstetter. Vote Aye: Unanimous. Motion carried.

**C. RESOLUTION 780-25; TRAILS END PHASE II DRAINAGE PETITION**

Garth Hermann explained that petitions requesting improvements for Trails End Phase II have been received. Resolutions 780-25 through 783-25 will be presented for approval. These Resolutions authorize and provide for the construction and financing of drainage, paving, water and sewer improvements. Most of the residential improvements will be funded with specials although the City will pay for the improvements for the school.

Wilson moved to approve Resolution 780-25 authorizing construction and financing drainage improvement to the Trails End Phase II subdivision. Motion seconded by Colbert. Vote Aye: unanimous. Motion carried.

**D. RESOLUTION 781-25; TRAILS END PHASE II PAVING PETITION**

Resolution 781-25 authorizes and provides for the construction and financing of paving improvements. Wilson moved to approve Resolution 781-25 authorizing construction and financing paving improvement to the Trails End Phase II subdivision. Motion seconded by Kerstetter. Vote Aye: unanimous. Motion carried.

**E. RESOLUTION 782-25; TRAILS END PHASE II WATER PETITION**

Resolution 782-25 authorizes and provides for the construction and financing of water improvements. Stamm moved to approve Resolution 782-25 authorizing construction and financing water improvement to the Trails End Phase II subdivision. Motion seconded by Kerstetter. Vote Aye: unanimous. Motion carried.

**F. RESOLUTION 783-25; TRAILS END PHASE II SEWER PETITION**

Resolution 783-25 authorizes and provides for the construction and financing of sewer improvements. Kerstetter moved to approve Resolution 783-25 authorizing construction and financing sewer improvement to the Trails End Phase II subdivision. Motion seconded by Stamm. Vote Aye: unanimous. Motion carried.

**G. RESOLUTION 784-25; UPDATE TIF DEVELOPMENT AGREEMENT**

Garth Hermann, Gilmore & Bell presented Resolution 784-25 authorizing the updated agreement for the TIF Development. He presented updated Development Agreements between the City of Valley Center and Hornet Capital LLC and the City of Valley Center and IHD Prairie Lakes, LLC. It was explained this is actually a 2<sup>nd</sup> amendment due to re-structuring of properties and developers. It will transfer the rights and responsibilities of this specific area in the TIF to Hornet Development.

Gregory moved to approve Resolution 784-25 authorizing the execution of a Development Agreement between the City of Valley Center and Hornet Capital LLC. and authorizing the execution and delivery of a development agreement amendment No. 2 between the City of Valley Center and IHD Prairie Lakes LLC. Motion seconded by Kerstetter. Vote Aye: unanimous. Motion carried.

#### H. ORDINANCE 1424-25; RE-ZONE BIRCH

Community Development Director Fiedler presented Ordinance 1424-25. This Ordinance will re-zone 328 N. Birch from R-1B to R-2. The planning and zoning commission recommended approval of this zoning change at their meeting on April 22, 2025, after receiving the staff recommendation for approval and hearing public comment. He reminded Council a re-zoning request to R-3 was denied earlier this year. Several residents in the area around the property spoke in opposition to re-zoning. They raised concerns regarding parking, property values, lot not being large enough, the developments near this property should never have been allowed and the desire to keep single family homes on this property. Jordon Noone property owner and Matthew Tucker agent for the owner spoke regarding the concerns and how the development will address them. Noone stated that he would build and rent to responsible tenants. He does not intend to build and then sell the property.

Council discussed the re-zoning process. Fiedler reminded them, they will only approve the re-zoning. Future lot split plans and building design will be handled by staff and the Planning and Zoning Development Board. Wilson expressed that Valley Center is in a different place than when other duplexes were approved. Fiedler stated that any developments on the property would have to follow all city codes.

Wilson moved to approve for 1st reading Ordinance 1424-25 to rezone 328 N. Birch from R-1B to R-2. Motion seconded by Colbert. Vote Aye: Colbert, Gregory and Stamm. Opposed Wilson and Kerstetter. Motion carried.

#### I. ORDINANCE 1425-25 RE-ZONE PROPERTY NORTH OF REC CENTER

Community Development Director Fiedler requested a re-zone for the land located NE of Rec Center from C-2 to R-3. The planning and zoning commission recommended approval of this zoning change at their meeting on April 22, 2025, after receiving the staff recommendation for approval and hearing public comment. He explained that a C-2 is a general business zone and R-3 is multi-family housing. A R-3 zoning would give the City more flexibility in development. It would be a buffer between commercial and residential. Kerstetter stated he would not be in favor of a re-zoning. Stamm expressed that he would much prefer housing to businesses right next to other homes. Truman and Colbert both stated they would support a re-zone.

Stamm moved to approve for 1st reading Ordinance 1425-25 to re-zone a City-owned parcel of land NE of the Rec Center from C-2 to R-3. Seconded by Wilson. Vote: Aye Colbert, Wilson, Gregory and Stamm. Opposed: Kerstetter.

#### J. APPROVAL OF CONTRACT – ABATEMENT MOWING SERVICE

Community Development Director Fiedler requested an extension of abatement mowing service contract with Lamont Webb DBA Done Right Lawn Care LLC. He explained that the cost of this service will be billed to the property owner. Cost of this service will vary depending on the size and condition of the lot. Usually around \$75.00. Stamm inquired how many times services are used. Fiedler stated the department has received 6 complaints this week, but many property owners will take care of it once they receive the letter. None of the complaints have been because of the mowing change in Right of Ways. Mayor Truman stated that he has personally used Done Right and they are a good company.

Wilson moved to approve contract extension with Done Right Lawn Care LLC for Abatement mowing services. Seconded by Stamm. Vote Aye: unanimous. Motion carried.

#### K. APPROVAL OF PROPOSAL FOR WEBSITE AND MUNICIPAL CODE

Community Development Director Fiedler explained that the contract for website options with Civic Plus has increased dramatically. In review of other options to host website and municipal codification he visited with several companies and is recommending approval to enter into an agreement with Revise for website hosting and design and General Code to host our municipal code. Council had several questions regarding .gov vs .org, security of the website. Fiedler stated that payments would still be directed and processed through the 3<sup>rd</sup> party vendor. The new website would also be ADA compliant. Wilson verified that Option 1 is the contract the City approves.

Wilson moved to approve quotes from Revise for website services and General Code for codification services and authorize Mayor or City Administrator to execute agreements. Motion seconded by Colbert. Vote Aye: unanimous. Motion carried.

## **CONSENT AGENDA**

- A. APPROPRIATION ORDINANCE - MAY 6, 2025
- B. DELINQUENT ACCOUNT REPORT – FEBRUARY 2025
- C. PLANNING AND ZONING BOARD MINUTES -APRIL 22, 2025
- D. CHECK RECONCILIATION- JANUARY 2025
- E. REVENUE AND EXPENSE REPORT – JANUARY 2025
- F. TREASURER'S REPORT – JANUARY 2025

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

## **STAFF REPORTS**

### COMMUNITY DEVELOPMENT DIRECTOR FIEDLER

Fiedler reported that floodplain maps have not changed. In response to inquiries for updates, properties receive a star notation. Wilson wondered whether that was a viable option for property owners. Stamm was disappointed that no changes were made.

Fiedler stated that the opening of Farmer's Market is May 1<sup>st</sup> had 16 vendors and 2 food trucks.

### PARKS AND PUBLIC BUILDING DIRECTOR OWINGS

Met on-site to discuss the welcome sign on South Meridian at the roundabout.

### CITY ADMINISTRATOR CLARK

Visited with Blake Pennington REC Director. He stated they have 892 memberships with 1900+ members using the center.

## **GOVERNING BODY REPORTS-**

### MAYOR TRUMAN

Read a "Thank You" from the Valley Center Historical Society for the donation to help fund replacement windows. He also announced a SCAC meeting will be held in Park City this Saturday.

### COUNCILMEMBER COLBERT

Read a list of 14 strange laws on the books in Kansas.

### COUNCILMEMBER KERSTETTER

Asked staff to work on the report on housing in Valley Center. To include percentage of single vs multi-family. Please include new developments.

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

## **ADJOURN -**

**The meeting adjourned at 9:16 PM.**

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**Kristi Carrithers, City Clerk/HR Director**

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

**A. MINUTES:**

**RECOMMENDED ACTION:**

**Staff recommends motion to approve the minutes of May 6, 2025, Regular Council Meeting as presented/ amended.**

**PRESENTATIONS / PROCLAMATIONS**

**PUBLIC FORUM**

**APPOINTMENTS**

## **OLD BUSINESS**

### **A. ORDINANCE 1424-25; RE-ZONE 328 BIRCH:**

Comm. Dev. Director Fiedler will present Ordinance 1424-25 for 2<sup>ND</sup>. reading. This ordinance will re-zone property at 328 N. Birch R-1B to R-2. The planning and zoning board recommended approval of this zoning change at the April 22, 2025, meeting.

- Ordinance 1424-25
- Map

**ORDINANCE NO. 1424-25**

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

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

**SECTION 1.** Having received a recommendation from the Valley Center City Planning and Zoning Board on Case No. RZ-2025-02, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of the amended Zoning Regulations of the City as approved by Ordinance No. 1279-14, the zoning district classification of the property legally described herein is changed as follows:

Change of zoning district classification from R-1B (Single Family District) to R-2 (Two-Family District).

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

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

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

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

**PASSED** by the Governing Body and signed by the Mayor of the City of Valley Center, Kansas, on this 20<sup>th</sup> day of May, 2025.

First Reading: May 6, 2025  
Second Reading: May 20, 2025

(SEAL)

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

ATTEST:

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



**Date:** April 22<sup>nd</sup>, 2025

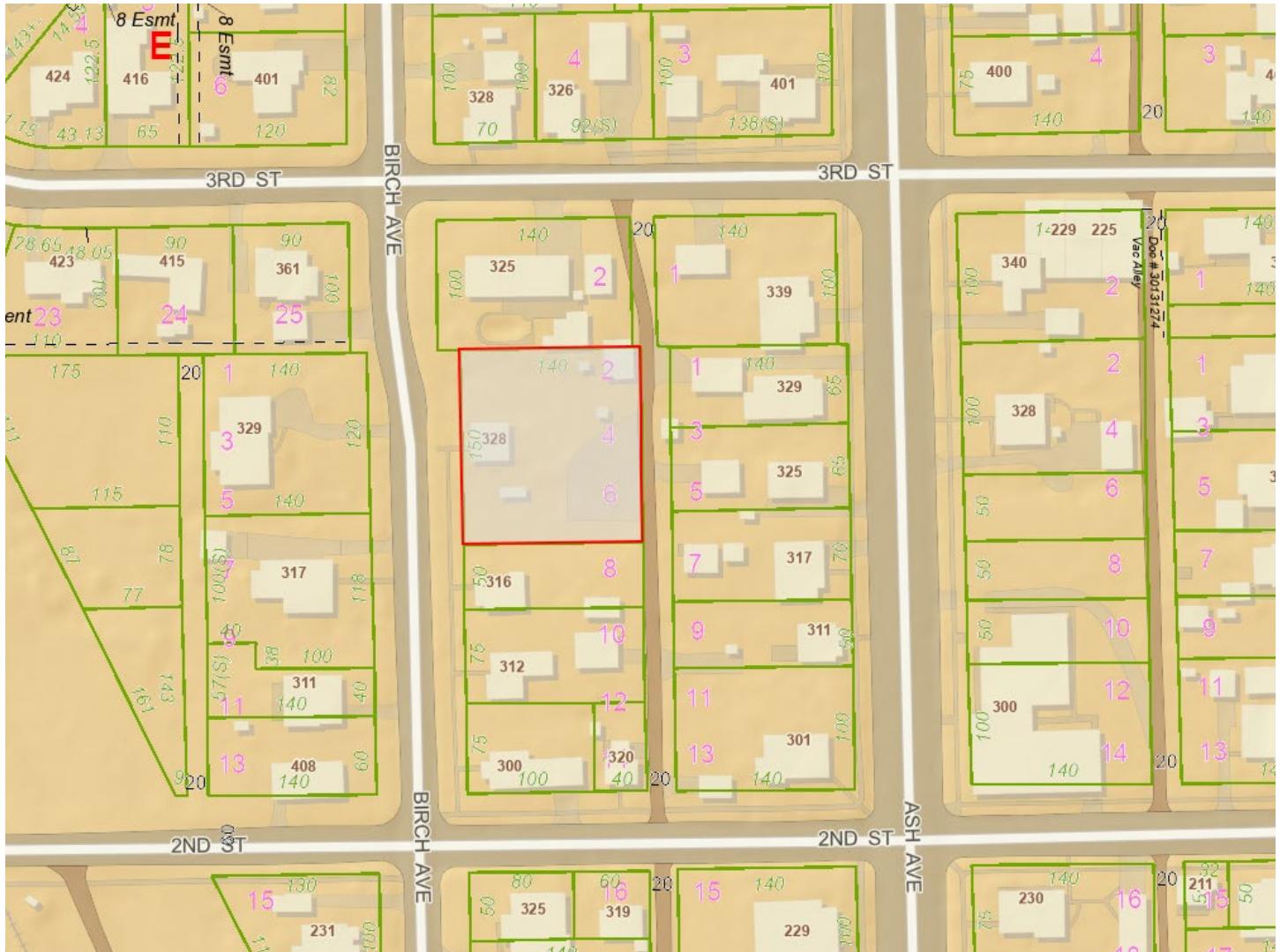
**Present Zoning:** R-1B (Single-Family Residential District)

**Proposed Zoning:** R-2 (Two-Family Residential District)

**Rezoning Application Case Number:** RZ-2025-02

**Applicant:** I2 Investments LLC

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



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

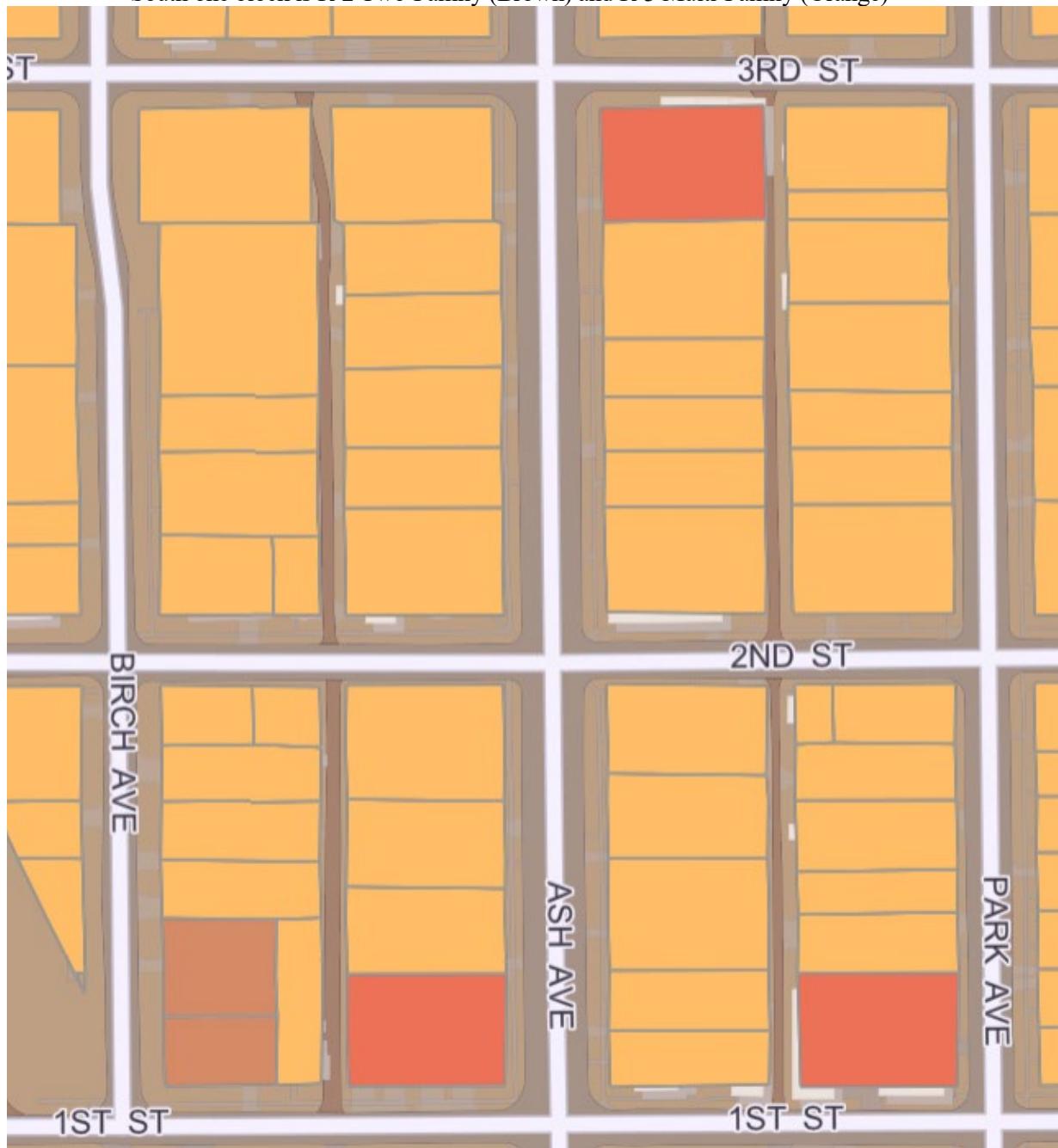
1. *What is the character of the subject property and the surrounding neighborhood in relation to existing uses and their condition?*

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

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

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

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



**OLD BUSINESS**  
**RECOMMENDED ACTION**

**A. ORDINANCE 1424-25; RE-ZONE 328 N. BIRCH:**

Should Council choose to proceed,

**RECOMMENDED ACTION:**

Staff recommend motion to approve for 2<sup>nd</sup> reading Ordinance 1424-25 which re-zones property located at 328 N Birch from R-1B to R-2.

## **OLD BUSINESS**

### **B. ORDINANCE 1425-25; RE-ZONE PROPERTY NORTH OF REC CENTER:**

Community Development Director Fiedler will present this Ordinance to re-zone the land located NE of Rec Center from C-2 to R-3. The planning and zoning commission recommended approval of this zoning change at their meeting on April 22, 2025,

- Ordinance 1425-25
- Map

**ORDINANCE NO. 1425-25**

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

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

**SECTION 1.** Having received a recommendation from the Valley Center City Planning and Zoning Board on Case No. RZ-2025-04, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of the amended Zoning Regulations of the City as approved by Ordinance No. 1279-14, the zoning district classification of the property legally described herein is changed as follows:

Change of zoning district classification from C-2 (General Business District) to R-3 (Multi-Family District).

Legal Description: LOT 3 BLOCK F HARVEST PLACE ADDITION

Legal Address: Currently unaddressed, located NE of the new REC Center, in Valley Center, KS 67147.

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

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

**PASSED** by the Governing Body and signed by the Mayor of the City of Valley Center, Kansas, on this 20<sup>th</sup> day of May, 2025.

First Reading: May 6, 2025  
Second Reading: May 20, 2025

(SEAL)

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

ATTEST:

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



**Date:** April 22<sup>nd</sup>, 2025

**Present Zoning:** C-2 (General Business District)

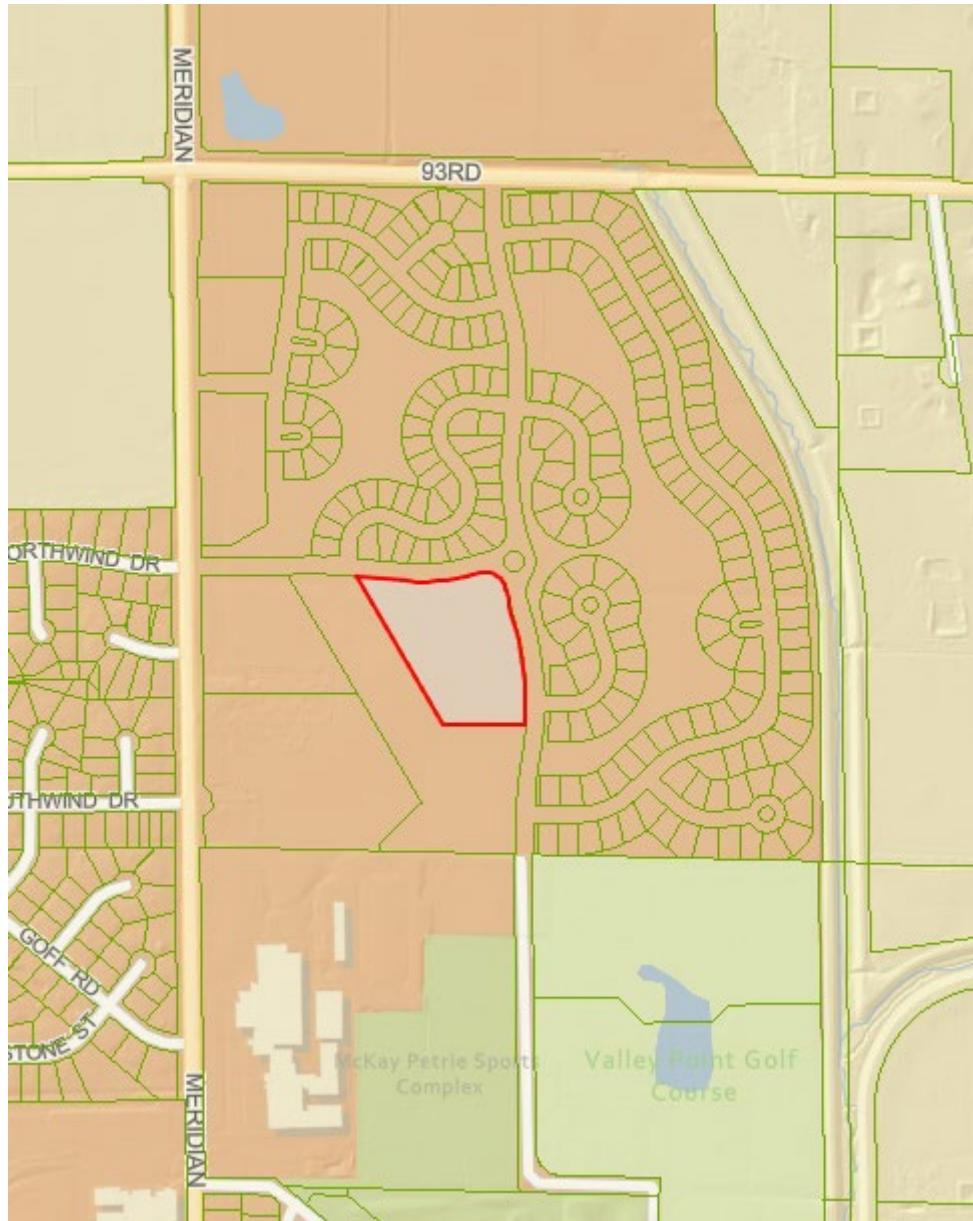
**Proposed Zoning:** R-3 (Multi-Family Residential District)

**Rezoning Application Case Number:** RZ-2025-04

**Applicant:** City of Valley Center

**Property Address:** Un-Addressed, Valley Center, KS 67147 (outlined in red below)

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**OLD BUSINESS**  
**RECOMMENDED ACTION**

**B. ORDINANCE 1425-25; RE-ZONE PROPERTY NORTH OF REC CENTER:**

Should Council choose to proceed,

**RECOMMENDED ACTION:**

Staff recommend motion to approve for 2<sup>nd</sup> reading Ordinance 1425-25 to re-zone a City-owned parcel of land NE of the Rec Center from C-2 to R-3.

**NEW BUSINESS**

**A. 2024 FINANCIAL AUDIT REPORT:**

Sean Gordon with Gordon CPA will present the findings of the 2024 Financial Audit.

- Audit Report

**CITY OF VALLEY CENTER, KANSAS**

**FINANCIAL STATEMENTS**

**Year Ended December 31, 2024**

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## CITY OF VALLEY CENTER, KANSAS

FINANCIAL STATEMENTS  
Year Ended December 31, 2024

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## INTRODUCTORY SECTION

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### INDEPENDENT AUDITOR'S REPORT

Mayor and City Council  
City of Valley Center, Kansas

#### **Adverse and Unmodified Opinions**

We have audited the accompanying fund summary statement of regulatory basis receipts, expenditures, and unencumbered cash balances of the City of Valley Center, Kansas, (the City), as of and for the year ended December 31, 2024 and the related notes to the financial statement.

##### *Adverse Opinion on U.S. Generally Accepted Accounting Principles*

In our opinion, because of the significance of the matter discussed in the "Basis of Adverse and Unmodified Opinions" section of our report, the accompanying financial statement referred to above does not present fairly, in conformity with accounting principles generally accepted in the United States of America, the financial position of the City as of December 31, 2024, or the changes in financial position and cash flows thereof for the year then ended.

##### *Unmodified Opinion on Regulatory Basis of Accounting*

In our opinion, the accompanying financial statement referred to above presents fairly, in all material respects, the aggregate cash and unencumbered cash balance of the City as of December 31, 2024, and the aggregate receipts and expenditures for the year then ended in accordance with the financial reporting provisions of the *Kansas Municipal Audit and Accounting Guide* described in Note 1.

#### **Basis for Adverse and Unmodified Opinions**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Governmental Auditing Standards*, issued by the Comptroller General of the United States, and the *Kansas Municipal Audit and Accounting Guide*. Our responsibilities under those standards are further described in the "Auditor's Responsibilities for the Audit of the Financial Statement" section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our adverse and unmodified opinions.

##### *Matter Giving Rise to Adverse Opinion on U.S. Generally Accepted Accounting Principles*

As discussed in Note 1 of the financial statement, the financial statement is prepared by the City on the basis of the financial reporting provisions of the *Kansas Municipal Audit and Accounting Guide*, which is a basis of accounting other than accounting principles generally accepted in the United States of America. The effects on the financial statement of the variances between the regulatory basis of accounting described in Note 1 and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material.

## **Responsibilities of Management for the Financial Statement**

Management is responsible for the preparation and fair presentation of this financial statement in accordance with the *Kansas Municipal Audit and Accounting Guide* as described in Note 1; this includes determining that the regulatory basis of accounting is an acceptable basis for the preparation of the financial statement in the circumstances. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the financial statement that is free from material misstatement, whether due to fraud or error.

In preparing the financial statement, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

## **Auditor's Responsibilities for the Audit of the Financial Statement**

Our objectives are to obtain reasonable assurance about whether the financial statement as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statement.

In performing an audit in accordance with GAAS, we:

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statement.
- obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statement.
- conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

## **Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the fund summary statement of regulatory basis receipts, expenditures, and unencumbered cash balances (basic financial statement) as a whole. The summary of regulatory basis expenditures-actual and budget and individual fund schedules of regulatory basis receipts and expenditures-actual and budget (Schedules 1 and 2 as listed in the table of contents) are presented for analysis and are not a required part of the basic financial statement, however, are required to be presented under the provisions of the *Kansas Municipal Audit and Accounting Guide*. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statement. The information has been subjected to the auditing procedures applied in the audit of the basic financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statement or to the basic financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statement as a whole, on the basis of accounting described in Note 1.

**Other Matter**

We also previously audited, in accordance with auditing standards generally accepted in the United States of America, the basic financial statement of the City of Valley Center, Kansas as of and for the year ended December 31, 2023 (not presented herein), and have issued our report thereon dated June 17, 2024, which contained an unmodified opinion on the basic financial statement. The 2023 basic financial statement and our accompanying report are not presented herein but are available in electronic form from the web site of the Kansas Department of Administration at the following link <https://admin.ks.gov/offices/oar/municipalservices>. The 2023 actual column (2023 comparative information) presented in the individual fund schedules of regulatory basis receipts and expenditures—actual and budget for the year ended December 31, 2024 (Schedule 2 as listed in the table of contents) is presented for purposes of additional analysis and is not a required part of the basic financial statement. Such 2023 comparative information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the 2023 basic financial statement. The 2023 comparative information was subjected to the auditing procedures applied in the audit of the 2023 basic financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the 2023 basic financial statement or to the 2023 basic financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the 2023 comparative information is fairly stated in all material respects in relation to the basic financial statement as a whole for the year ended December 31, 2023, on the basis of accounting described in Note 1.

*Gordon CPA LLC*

Certified Public Accountant  
Lawrence, Kansas

April 24, 2025

**CITY OF VALLEY CENTER, KANSAS**  
**SUMMARY STATEMENT OF RECEIPTS, EXPENDITURES AND UNENCUMBERED CASH**  
**REGULATORY BASIS**  
**For the Year Ended December 31, 2024**

<u>Funds</u>	Beginning Unencumbered Cash Balance	Prior Period Adjustment			Ending Unencumbered Cash Balance	Encumbrances and Accounts Payable	Add: Ending Cash Balance
			Receipts	Expenditures			
General Fund:							
General	\$ 1,540,617	\$ -	\$ 4,298,784	\$ 4,149,165	\$ 1,690,236	\$ 115,997	\$ 1,806,233
Special Purpose Funds:							
Library	858	-	333,080	333,080	858	-	858
Employee Benefits	406,573	-	1,034,313	1,327,326	113,560	551	114,111
Emergency Equipment	122,158	-	88,298	147,505	62,951	-	62,951
Special Highway	676,506	-	1,164,362	1,086,675	754,193	5,295	759,488
Equipment Reserve	404,391	-	54,854	41,438	417,807	-	417,807
Alcohol & Drug Safety							
Action Program	1,071	-	-	-	1,071	-	1,071
Special Alcohol & Drug	10,688	-	8,250	128	18,810	-	18,810
Special Parks & Recreation	39,473	-	9,872	5,361	43,984	-	43,984
TIF	2,601,829	-	5,013,881	6,637,653	978,057	-	978,057
Drug Tax	3,491	-	-	-	3,491	-	3,491
Building Equipment Reserve	65,632	-	2,824	-	68,456	-	68,456
Park Beautification	2,215	-	556	556	2,215	-	2,215
D.A.R.E.	1,658	-	20	-	1,678	-	1,678
Land Bank Reserve	81,859	-	3,302	18,492	66,669	-	66,669
Public Safety Training	7,043	-	2,835	-	9,878	-	9,878
Pool/Rec Sales Tax	15,043,853	-	1,871,780	14,010,336	2,905,297	620,707	3,526,004
Fleet Management	171,924	-	210,249	272,830	109,343	-	109,343
Gifts & Grants	6,268	-	747	-	7,015	-	7,015
State/Federal Grants	414,253	-	24,672	-	438,925	-	438,925
Bond and Interest Fund:							
Bond and Interest	1,148,884	-	2,383,220	3,319,090	213,014	-	213,014
Capital Projects Funds:							
Capital Projects	1,800,776	-	20,461,078	10,919,016	11,342,838	231,964	11,574,802
Business Funds:							
Water	3,455,966	-	2,523,157	2,235,157	3,743,966	[1,954]	3,742,012
Sewer	1,650,325	-	1,548,888	1,454,930	1,744,283	18,897	1,763,180
Stormwater	317,444	-	347,126	297,526	367,044	119	367,163
Solid Waste	112,243	-	637,488	579,211	170,520	-	170,520
Total Primary Government	30,087,998	-	42,023,636	46,835,475	25,276,159	991,576	26,267,735
Related Municipal Entities:							
Valley Center Public Library	228,464	-	401,945	342,266	288,143	6,383	294,526
Total Reporting Entity	\$ 30,316,462	\$ -	\$ 42,425,581	\$ 47,177,741	\$ 25,564,302	\$ 997,959	\$ 26,562,261

Composition of Cash:

Intrust Bank Operating	\$ 3,183,588
Fidelity Bank ICS - Demand	\$ 22,169,951
Halstead Bank Checking	798,350
Emprise Bank Certificate of Deposit	115,846
Chisolm Trail State Bank Library Checking	11,415
Library Money Market	283,011
Library Petty Cash	100
Total Reporting Entity	\$ 26,562,261

## CITY OF VALLEY CENTER, KANSAS

NOTES TO THE FINANCIAL STATEMENTS  
Year Ended December 31, 2024NOTE 1 - Summary of Significant Accounting PoliciesFinancial Reporting Entity

The City of Valley Center (the City) is a municipal corporation governed by a mayor and eight-member council. This financial statement presents the City (the primary government) and the Valley Center Public Library (related municipal entity) for which the City is considered to be financially accountable. The related municipal entity is included in the City's reporting entity because it was established to benefit the City and/or its constituents.

Library Board - Valley Center Public Library Board operates the City's public library. Acquisition or disposition of real property by the board must be approved by the City. Bond issuances must also be approved by the City.

Basis of Accounting

*Regulatory Basis of Accounting and Departure from Accounting Principles Generally Accepted in the United States of America.* The Kansas Municipal Audit and Accounting Guide (KMAAG) regulatory basis of accounting involves the recognition of cash, cash equivalents, marketable investments, and certain accounts payable and encumbrance obligations to arrive at a net unencumbered cash and investments balance on a regulatory basis for each fund, and the reporting of changes in unencumbered cash and investments of a fund resulting from the difference in regulatory basis receipts and regulatory basis expenditures for the fiscal year. All recognized assets and liabilities are measured and reported at cost, unless they have been permanently impaired and have no future cash value or represent no future obligation against cash. The KMAAG regulatory basis does not recognize capital assets, long-term debt, accrued receivables and payables, or any other assets, liabilities or deferred inflows or outflows, other than those mentioned above.

The City has approved a resolution that is in compliance with K.S.A. 75-1120a(c), waiving the requirement for application of generally accepted accounting principles and allowing the City to use the regulatory basis of accounting.

Regulatory Basis Fund Types

The following types of funds comprise the financial activities of the City for the year ended December 31, 2024:

General Fund - the chief operating fund. Used to account for all resources except those required to be accounted for in another fund.

Special Purpose Fund - used to account for the proceeds of specific tax levies and other specific regulatory receipt sources (other than Capital Project and tax levies for long-term debt) that are intended for specified purposes.

Bond and Interest Fund - used to account for the accumulation of resources, including tax levies, transfers from other funds and payment of general long-term debt.

Capital Projects Fund - used to account for the debt proceeds and other financial resources to be used for acquisition or construction of major capital facilities or equipment.

Business Fund - funds financed in whole or in part by fees charged to users of the goods or services (i.e. enterprise and internal service fund etc).

Budgetary Information

Kansas statutes require that an annual operating budget be legally adopted for the general fund, special purpose funds (unless specifically exempted by statute), bond and interest funds, and business funds. Although directory rather than mandatory, the statutes provide for the following sequence and timetable in the adoption of the legal annual operating budget:

## CITY OF VALLEY CENTER, KANSAS

## NOTES TO THE FINANCIAL STATEMENTS

Year Ended December 31, 2024

NOTE 1 - Summary of Significant Accounting Policies (Continued)

1. Preparation of the budget for the succeeding calendar year on or before August 1st.
2. Publication in local newspaper on or before August 5th of the proposed budget and notice of public hearing on the budget.
3. Public hearing on or before August 15th, but at least ten days after publication of notice of hearing.
4. Adoption of the final budget on or before August 25th.

If the City is holding a revenue neutral rate hearing, the budget timeline for the public hearing is adjusted to no sooner than August 20th and no later than September 20th, but at least ten days after all statutory notification and publication requirements have been met. Municipal budgets requiring a hearing to exceed the revenue neutral rate should be adopted on or before October 1st but may not be adopted prior to the revenue neutral rate hearing. The City did hold a revenue neutral rate hearing for this year.

The statutes allow for the governing body to increase the originally adopted budget for previously unbudgeted increases in regulatory receipts other than ad valorem property taxes. To do this, a notice of public hearing to amend the budget must be published in the local newspaper. At least ten days after publication the hearing may be held and the governing body may amend the budget at that time. The budget for the year ended December 31, 2024 was not amended.

The statutes permit transferring budgeted amounts between line items within an individual fund. However, such statutes prohibit expenditures in excess of the total amount of the adopted budget of expenditures of individual funds. Budget comparison statements are presented for each fund showing actual receipts and expenditures compared to legally budgeted receipts and expenditures.

All legal annual operating budgets are prepared using the regulatory basis of accounting, in which regulatory receipts are recognized when cash is received; and expenditures include disbursements, accounts payable, and encumbrances, with disbursements being adjusted for prior year's accounts payable and encumbrances. Encumbrances are commitments by the municipality for future payments and are supported by a document evidencing the commitment, such as a purchase order or contract. Any unused budgeted expenditure authority lapses at year-end.

A legal operating budget is not required for capital project funds and certain special purpose funds including: Equipment Reserve, Alcohol and Drug Safety Action Program, Drug Tax, Building Equipment Reserve, Park Beautification, D.A.R.E., Land Bank Reserve, Public Safety Training, Fleet Management, Gifts & Grants and State/Federal Grants funds.

Spending in funds which are not subject to the legal annual operating budget requirement is controlled by federal regulations, other statutes, or by the use of internal spending limits established by the governing body.

NOTE 2 - Deposits and Investments

**Deposits.** K.S.A. 9-1401 establishes the depositories which may be used by the City. The statute requires banks eligible to hold the City's funds have a main or branch bank in the county in which the City is located, or in an adjoining county if such institution has been designated as an official depository, and the banks provide an acceptable rate of return on funds. In addition, K.S.A. 9-1402 requires the banks to pledge securities for deposits in excess of FDIC coverage. The City has no other policies that would further limit interest rate risk.

**Investments.** K.S.A. 12-1675 limits the City's investment of idle funds to time deposits, open accounts, and certificates of deposit with allowable financial institutions; U.S. government securities; temporary notes; no-fund warrants; repurchase agreements; and the Kansas Municipal Investment Pool. The City has no investment policy that would further limit its investment choices. As of December 31, 2024, the City held no such investments.

**Concentration of credit risk.** State statutes place no limit on the amount the City may invest in any one issuer as long as the investments are adequately secured under K.S.A. 9-1402 and 9-1405.

**Custodial credit risk - deposits.** Custodial credit risk is the risk that in the event of a bank failure, the City's deposits may not be returned to it. State statutes require the City's deposits in financial institutions to be entirely covered by federal depository insurance or by collateral held under a joint custody receipt issued by a bank within the

## CITY OF VALLEY CENTER, KANSAS

NOTES TO THE FINANCIAL STATEMENTS  
Year Ended December 31, 2024NOTE 2 - Deposits and Investments (Continued)

State of Kansas, the Federal Reserve Bank of Kansas City, or the Federal Home Loan Bank of Topeka, except during designated "peak periods" when required coverage is 50%. The City has no designated "peak periods." All deposits were legally secured as of December 31, 2024.

As of December 31, 2024, the City's and Library's carrying amounts of deposits were \$26,267,735 and \$294,526, respectively, and the bank balances were \$26,433,126 and \$288,899, respectively. The City's bank balances were held by three banks and the Library's bank balances was held by one bank, resulting in a concentration of credit risk. Of the City's bank balance, \$865,846 was covered by federal depository insurance and the remaining balance of \$25,567,280 was collateralized with securities held by the pledging financial institutions' agents in the City's name. Of the Library's bank balance, \$250,000 was covered by federal depository insurance and the remaining balance of \$38,899 was collateralized with securities held by the pledging financial institution's agents in the Library's name.

*Custodial credit risk - investments.* For an investment, this is the risk that, in the event of the failure of the issuer or counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. State statutes require investments to be adequately secured.

NOTE 3 - Defined Benefit Pension

*Plan Description.* The City participates in the Kansas Public Employees Retirement System (KPERS), a cost-sharing, multiple-employer defined benefit pension plan as provided by K.S.A. 74-4901, et. seq. Kansas law establishes and amends benefit provisions. KPERS issues a publicly available financial report that includes financial statements and required supplementary information. KPERS' financial statements are included in its Comprehensive Annual Financial Report which can be found on the KPERS website at [www.kpers.org](http://www.kpers.org) or by writing to KPERS (611 South Kansas, Suite 100, Topeka, KS 66603) or by calling 1-888-275-5737.

*Funding Policy.* K.S.A. 74-4919 and K.S.A. 74-49,210 establish the KPERS member-employee contribution rates. KPERS has multiple benefit structures and contribution rates depending on whether the employee is a KPERS 1, KPERS 2 or KPERS 3 member. KPERS 1 members are active and contributing members hired before July 1, 2009. KPERS 2 members were first employed in a covered position on or after July 1, 2009, and KPERS 3 members were first employed in a covered position on or after January 1, 2015. Effective January 1, 2015, Kansas law established the KPERS member-employee contribution rate at 6% of covered salary for KPERS 1, KPERS 2 and KPERS 3 members. K.S.A. 74-4975 establishes KP&F member-employee contribution rate 7.15% of covered salary. Member contributions are withheld by their employer and paid to KPERS according to the provisions of Section 414(h) of the Internal Revenue Code.

State law provides that the employer contribution rates for KPERS 1, KPERS 2, KPERS 3 and KP&F be determined based on the results of each annual actuarial valuation. Kansas law sets a limitation on annual increases in the employer contribution rates. The actuarially determined employer contribution rate (not including the 1.00% contribution rate for the Death and Disability Program) and the statutory contribution rate 9.26% for KPERS and 23.10% for KP&F for the fiscal year ended December 31, 2024. Contributions to the pension plan from the City were \$192,221 for KPERS and \$272,655 for KP&F for the year ended December 31, 2024.

*Net Pension Liability.* As of December 31, 2024, the City's proportionate share of the collective net pension liability reported by KPERS was \$1,679,819 and \$2,680,888 for KP&F. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of December 31, 2023, which was rolled forward to June 30, 2024. The City's proportion of the net pension liability was based on the ratio of the City's contributions to KPERS, relative to the total employer and non-employer contributions of the Local subgroup of KPERS. Since the KMAAG regulatory basis of accounting does not recognize long-term debt, this liability is not reported in these financial statements.

The complete actuarial valuation report, including all actuarial assumptions and methods, and the report on the allocation of the KPERS collective net pension liability to all participating employers are publically available on the KPERS website at [www.kpers.org](http://www.kpers.org) or can be obtained as described above.

## CITY OF VALLEY CENTER, KANSAS

NOTES TO THE FINANCIAL STATEMENTS  
Year Ended December 31, 2024NOTE 4 - Long-Term Debt

*Changes in Long-term Debt.* During the year ended December 31, 2024, the following changes occurred in long-term liabilities:

	Balance			Balance	
	January 1, 2024	Additions	Reductions	December 31, 2024	Interest Paid
<b>Paid by Taxes:</b>					
General Obligation Bonds	\$ 18,140,000	\$ 5,635,000	\$ 1,585,000	\$ 22,190,000	\$ 453,625
General Obligation Temporary Notes	37,715,000	19,140,000	10,490,000	46,365,000	1,572,723
Finance Leases	62,741	-	30,882	31,859	1,988
	<u>55,917,741</u>	<u>24,775,000</u>	<u>12,105,882</u>	<u>68,586,859</u>	<u>2,028,336</u>
<b>Paid by Utility Revenues:</b>					
KDHE Revolving Loan	974,699	-	185,338	789,361	23,309
Total	<u>\$ 56,892,440</u>	<u>\$ 24,775,000</u>	<u>\$ 12,291,220</u>	<u>\$ 69,376,220</u>	<u>\$ 2,051,645</u>

*General Obligation Bonds.* Following is a detailed listing of the City's outstanding general obligation debt:

Description	Interest Rates	Date of Issuance	Final Maturity	Original Amount	Amount Outstanding
<b>Paid by taxes</b>					
<b>G.O. Bonds issued:</b>					
Series 2016-1	2.00% - 3.00%	6/1/2016	12/1/2036	\$ 4,490,000	\$ 2,990,000
Series 2017-1	2.00% - 3.35%	11/1/2017	12/1/2032	3,030,000	1,215,000
Series 2018-1	2.65% - 3.65%	8/23/2018	12/1/2038	1,470,000	1,270,000
Series 2019-1	3.00% - 4.00%	5/23/2019	12/1/2039	3,980,000	3,245,000
Series 2020-1	2.00% - 4.00%	2/6/2020	12/1/2044	4,510,000	4,045,000
Series 2020-2	1.00% - 2.00%	9/24/2020	12/1/2033	6,540,000	3,790,000
Series 2024-1	4.00% - 5.00%	5/2/2024	12/1/2044	5,635,000	<u>5,635,000</u>
					<u>\$ 22,190,000</u>

Annual debt service requirements to maturity for the general obligation bonds are as follows:

Year Ending December 31,	Principal	Interest	Totals
2025	1,525,000	822,700	2,347,700
2026	1,660,000	631,560	2,291,560
2027	1,620,000	583,963	2,203,963
2028	1,372,500	536,218	1,908,718
2029	1,362,500	497,160	1,859,660
2030 - 2034	6,740,000	1,924,963	8,664,963
2035 - 2039	4,970,000	987,240	5,957,240
2040 - 2044	2,940,000	312,050	3,252,050
Total	<u>\$ 22,190,000</u>	<u>\$ 6,295,854</u>	<u>\$ 28,485,854</u>

## CITY OF VALLEY CENTER, KANSAS

NOTES TO THE FINANCIAL STATEMENTS  
Year Ended December 31, 2024NOTE 4 - Long-Term Debt (Continued)

*Revolving Loans.* Following is a listing of the City's Kansas Water Pollution Control Loan:

Description	Interest Rate	Date of Issue	Final Maturity	Original Amount	Amount Outstanding
KDHE Project No. C20 1740 01 WWTP	2.510%	3/7/2007	9/1/2028	\$ 3,299,868	\$ 789,361

The debt service requirements to the maturity date are as follows:

Year Ending December 31,	Principal	Interest	Total
2025	190,019	16,773	206,792
2026	194,819	12,451	207,270
2027	199,739	8,021	207,760
2028	204,784	3,478	208,262
Total	\$ 789,361	\$ 40,723	\$ 830,084

*Finance Leases.* The City has entered into lease agreements as lessee for financing the acquisition of equipment. The following is information regarding these leases:

Description	Interest Rate	Date of Issue	Final Maturity	Original Amount	Amount Outstanding
2018 Street Sweeper	3.125%	1/17/2020	1/1/2025	\$ 150,004	\$ 31,859

The debt service requirements to maturity are as follows:

Year Ending December 31,	Principal	Interest	Total
2025	31,859	1,012	32,871
Total	\$ 31,859	\$ 1,012	\$ 32,871

*Temporary Notes.* Following is a listing of the City's outstanding temporary notes:

Description	Interest Rate	Date of Issue	Final Maturity	Original Amount	Amount Outstanding
<b>G.O. Temporary Notes</b>					
Series 2022-2	3.10%	12/1/2025	12/1/2025	\$ 855,000	\$ 855,000
Series 2023-1	4.38%	9/12/2023	12/1/2025	27,370,000	26,370,000
Series 2024-1	3.00% - 6.00%	10/10/2024	12/1/2027	19,140,000	19,140,000
				\$ 47,365,000	\$ 46,365,000

## CITY OF VALLEY CENTER, KANSAS

NOTES TO THE FINANCIAL STATEMENTS  
Year Ended December 31, 2024NOTE 4 - Long-Term Debt (Continued)

Annual debt service requirements to maturity for the temporary notes are as follows:

Year Ending <u>December 31,</u>	Principal	Interest	Total
2025	27,225,000	2,025,088	29,250,088
2026	4,835,000	586,288	5,421,288
2027	14,305,000	429,150	14,734,150
<b>Total</b>	<b>\$ 46,365,000</b>	<b>\$ 3,040,526</b>	<b>\$ 49,405,526</b>

On October 10, 2024, the City issued General Obligation Temporary Notes, Series 2024-1, in the amount of \$19,140,000. Proceeds will be used to provide interim financing for the construction of certain improvements throughout the City. The notes carry interest rates ranging from 3.00% to 6.50% and are scheduled to mature on December 1, 2027.

On May 2, 2024, the City issued General Obligation Bonds, Series 2024-1, in the amount of \$5,635,000. Proceeds will be used to finance certain improvements throughout the City. The bonds carry interest rates ranging from 4.00% to 5.00% and are scheduled to mature on December 1, 2044.

**Special Assessments.** As provided by Kansas statutes, projects financed in part by special assessments are financed through general obligation bonds of the City and are retired from the Bond and Interest Fund. Special assessments paid prior to the issuance of bonds are recorded as regulatory receipts in the appropriate project. Special assessments received after the issuance of bonds are recorded as regulatory receipts in the Bond and Interest Fund. The special assessments receivable are not recorded as regulatory receipts when levied against the respective property owners as such amounts are not available to finance current year operations. The special assessment debt is a contingent liability of the City's to the extent of property owner defaults which have historically been immaterial.

NOTE 5 - Commitments and Contingencies

The City receives significant financial assistance from numerous federal and state governmental agencies in the form of grants and state pass-through aid. The disbursements of funds received under these programs generally require compliance with terms and conditions specified in the grant agreements and are subject to audit. Any disallowed claims resulting from such audits could become a liability of the General Fund or other applicable funds. However, in the opinion of management, any such disallowed claims will not have a material effect on the financial Statement of the City as of December 31, 2024.

NOTE 6 - Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; natural disasters and other events for which the City carries commercial insurance. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

## CITY OF VALLEY CENTER, KANSAS

NOTES TO THE FINANCIAL STATEMENTS  
Year Ended December 31, 2024NOTE 7 - Compensated Absences

It is the City's policy to pay employees' accrued vacation pay upon termination of employment, subject to the maximum hours of accumulation authorized in the following schedule:

Years of Continuous Service	Hours Earned per Pay period	Annual Accrued Hours	Annual Maximum Accrued
0 - 1	3.08	80	104
1 - 5	4.62	120	160
5 - 10	5.54	144	184
10 - 15	6.15	160	200
15 - 20	7.07	184	224
20 - 25	7.99	208	248
25 +	8.6	224	264

As of December 31, 2024, the liability for earned vacation pay was \$152,578.

Full-time employees are eligible to receive up to a maximum of \$15,000 of payout for any accrued unused sick leave upon termination of employment after a minimum of ten (10) years of continued service as shown below:

- 10 Years - 25% payout
- 15 Years - 50% payout
- 20+ Years - 75% payout

As of December 31, 2024, the liability for earned sick pay was \$68,443.

NOTE 8 - Medical Self Insurance Plan

The City has established a program to pay medical claims of covered current and former City employees and additional health insurance premiums. Liabilities are reported when it is probable that claims have been incurred and the amount of the liability can be reasonably estimated. An excess coverage insurance policy covers individual claims over a certain amount. Liabilities include an amount for claims that have been incurred but not reported (IBNR). Claim liabilities are calculated by the plan administrator and are expected to be liquidated with expendable available financial resources.

The below table summarizes activity for the years ended December 31, 2023 and 2024:

	<u>2023</u>	<u>2024</u>
Unpaid claims, January 1	\$ 125,608	\$ 383,411
Incurred claims (including IBNRs)	646,304	63,212
Claim payments	[388,501]	[313,489]
Unpaid claims, December 31	<u>\$ 383,411</u>	<u>\$ 133,134</u>

## CITY OF VALLEY CENTER, KANSAS

NOTES TO THE FINANCIAL STATEMENTS  
Year Ended December 31, 2024NOTE 9 - Interfund Transfers

A reconciliation of transfers by fund type for 2024 follows:

<u>From</u>	<u>To</u>	<u>Amount</u>	<u>Regulatory Authority</u>
General	Fleet Management	\$ 52,000	Council Resolution
Special Highway	Fleet Management	36,000	Council Resolution
Emergency Equipment	Fleet Management	48,000	Council Resolution
Water	Bond & Interest	278,000	K.S.A. 12-825d
Water	Equipment Reserve	10,000	K.S.A. 12-825d
Water	Fleet Management	35,000	K.S.A. 12-825d
Water	Pool/Rec Sales Tax	200,000	K.S.A. 12-825d
Stormwater	Bond & Interest	175,000	K.S.A. 12-825d
Stormwater	Equipment Reserve	18,000	K.S.A. 12-825d
Sewer	Bond & Interest	279,550	K.S.A. 12-825d
Sewer	Pool/Rec Sales Tax	210,000	K.S.A. 12-825d
Sewer	Equipment Reserve	10,000	K.S.A. 12-825d
Sewer	Fleet Management	35,000	K.S.A. 12-825d
		<u>\$ 1,386,550</u>	

NOTE 10 - Other Long-Term Obligations from Operations

*Other Post-Employment Benefits.* As provided by K.S.A. 12-5040, the City allows retirees to participate in the group health insurance plan. While each retiree pays the full amount of the applicable premium, conceptually, the City is subsidizing the retirees because each participant is charged a level of premium regardless of age. However, the cost of this subsidy has not been quantified in this financial statement.

Under the Consolidated Omnibus Budget Reconciliation Act (COBRA), the City makes health care benefits available to eligible former employees and eligible dependents. Certain requirements are outlined by the federal government for this coverage. The premium is paid in full by the insured. There is no cost to the City under this program.

*Death and Disability Other Post-Employment Benefits.* As provided by K.S.A. 74-4927, disabled members in the Kansas Public Employees Retirement System (KPERS) receive long-term disability benefits and life insurance benefits. The plan is administered through a trust held by KPERS that is funded to pay annual benefit payments. The employer contribution rate is set at 1% for the year ended December 31, 2024.

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**CITY OF VALLEY CENTER, KANSAS**  
**SUMMARY OF EXPENDITURES - ACTUAL AND BUDGET**  
**REGULATORY BASIS**  
**For the Year Ended December 31, 2024**

<u>Funds</u>	<u>Certified Budget</u>	<u>Adjustment for Qualifying Budget Credits</u>	<u>Total Budget for Comparison</u>	<u>Expenditures Chargeable to Current Year</u>	<u>Variance Over [Under]</u>
<b>General Funds:</b>					
General	\$ 5,042,595	\$ -	\$ 5,042,595	\$ 4,149,165	\$ [893,430]
<b>Special Purpose Funds:</b>					
Library	345,000	-	345,000	333,080	[11,920]
Employee Benefits	1,465,841	-	1,465,841	1,327,326	[138,515]
Emergency Equipment	223,951	-	223,951	147,505	[76,446]
Special Highway	1,279,920	-	1,279,920	1,086,675	[193,245]
Special Alcohol & Drug	1,000	-	1,000	128	[872]
Special Parks & Recreation	16,459	-	16,459	5,361	[11,098]
TIF	2,659,310	4,921,759	7,581,069	6,637,653	[943,416]
Pool/Rec Sales Tax	21,049,903	-	21,049,903	14,010,336	[7,039,567]
<b>Bond and Interest Funds:</b>					
Bond and Interest	3,300,387	78,003	3,378,390	3,319,090	[59,300]
<b>Business Funds:</b>					
Water	2,303,971	9,876	2,313,847	2,235,157	[78,690]
Sewer	1,531,697	208,647	1,740,344	1,454,930	[285,414]
Stormwater	359,200	-	359,200	297,526	[61,674]
Solid Waste	588,820	-	588,820	579,211	[9,609]

## Schedule 2 - 1

**CITY OF VALLEY CENTER, KANSAS**  
**GENERAL FUND**  
**SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET**  
**REGULATORY BASIS**  
For the Year Ended December 31, 2024  
(With Comparative Actual Amounts for the Year Ended December 31, 2023)

	Current Year			Variance Over [Under]
	Prior Year	Actual	Budget	
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	
<b>Receipts</b>				
Taxes	\$ 2,109,904	\$ 2,216,947	\$ 2,338,324	\$ [121,377]
Intergovernmental	843,088	854,372	805,048	49,324
Licenses and permits	266,477	617,523	202,886	414,637
Fines and fees	157,515	124,514	327,000	[202,486]
Use of money and property	96,053	147,215	25,000	122,215
Charges for services	6,030	1,030	21,000	[19,970]
Reimbursement	323,002	186,542	76,200	110,342
Miscellaneous	<u>242,567</u>	<u>150,641</u>	<u>4,000</u>	<u>146,641</u>
<b>Total Receipts</b>	<u>4,044,636</u>	<u>4,298,784</u>	<u>\$ 3,799,458</u>	<u>\$ 499,326</u>
<b>Expenditures</b>				
General Government:				
Administration	827,313	988,145	\$ 869,720	\$ 118,425
Public Works:				
Community development	232,189	294,632	265,540	29,092
Public Safety:				
Police department	1,459,616	1,449,753	1,486,374	[36,621]
Fire department	525,300	559,569	520,458	39,111
Legal and municipal court	170,376	165,714	178,700	[12,986]
Culture and Recreation:				
Parks	595,770	639,352	633,642	5,710
Transfers out	74,518	52,000	52,000	-
Cash reserve	<u>-</u>	<u>-</u>	<u>1,036,161</u>	<u>[1,036,161]</u>
<b>Total Expenditures</b>	<u>3,885,082</u>	<u>4,149,165</u>	<u>\$ 5,042,595</u>	<u>\$ [893,430]</u>
<b>Receipts Over [Under] Expenditures</b>	<u>159,554</u>	<u>149,619</u>		
<b>Unencumbered Cash, Beginning</b>	<u>1,381,063</u>	<u>1,540,617</u>		
<b>Unencumbered Cash, Ending</b>	<u>\$ 1,540,617</u>	<u>\$ 1,690,236</u>		

See independent auditor's report on the financial statements.

## Schedule 2 - 2

**CITY OF VALLEY CENTER, KANSAS**  
**LIBRARY FUND**  
**SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET**  
**REGULATORY BASIS**  
For the Year Ended December 31, 2024  
(With Comparative Actual Amounts for the Year Ended December 31, 2023)

	Current Year				Variance Over [Under]	
	Prior Year					
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>			
Receipts						
Taxes	\$ 310,225	\$ 333,080	\$ 343,994	\$ [10,914]		
Total Receipts	<u>310,225</u>	<u>333,080</u>	<u>343,994</u>	<u>\$ [10,914]</u>		
Expenditures						
Library appropriation	310,262	333,080	\$ 345,000	\$ [11,920]		
Total Expenditures	<u>310,262</u>	<u>333,080</u>	<u>\$ 345,000</u>	<u>\$ [11,920]</u>		
Receipts Over [Under] Expenditures	[37]	-				
Unencumbered Cash, Beginning	<u>895</u>	<u>858</u>				
Unencumbered Cash, Ending	<u>\$ 858</u>	<u>\$ 858</u>				

See independent auditor's report on the financial statements.

## Schedule 2 - 3

**CITY OF VALLEY CENTER, KANSAS**  
**EMPLOYEE BENEFITS FUND**  
**SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET**  
**REGULATORY BASIS**  
**For the Year Ended December 31, 2024**  
**(With Comparative Actual Amounts for the Year Ended December 31, 2023)**

	Current Year			Variance Over [Under]	
	Prior Year		Budget		
	<u>Actual</u>	<u>Actual</u>			
Receipts					
Taxes	\$ 916,916	\$ 995,028	\$ 1,010,528	\$ [15,500]	
Use of money and property	19,118	25,882	95,000	[69,118]	
Reimbursements	-	13,403	48,000	[34,597]	
Total Receipts	<u>936,034</u>	<u>1,034,313</u>	<u>\$ 1,153,528</u>	<u>\$ [119,215]</u>	
Expenditures					
Personal services	741,445	799,719	\$ 1,354,650	\$ [554,931]	
Insurance claims	190,569	527,607	-	527,607	
Cash reserve	-	-	111,191	[111,191]	
Total Expenditures	<u>932,014</u>	<u>1,327,326</u>	<u>\$ 1,465,841</u>	<u>\$ [138,515]</u>	
Receipts Over [Under] Expenditures	4,020	[293,013]			
Unencumbered Cash, Beginning	<u>402,553</u>	<u>406,573</u>			
Unencumbered Cash, Ending	<u>\$ 406,573</u>	<u>\$ 113,560</u>			

See independent auditor's report on the financial statements.

## Schedule 2 - 4

**CITY OF VALLEY CENTER, KANSAS**  
**EMERGENCY EQUIPMENT FUND**  
**SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET**  
**REGULATORY BASIS**  
For the Year Ended December 31, 2024  
(With Comparative Actual Amounts for the Year Ended December 31, 2023)

	Current Year				Variance Over [Under]	
	Prior Year		Budget			
	<u>Actual</u>	<u>Actual</u>				
Receipts						
Taxes	\$ 68,954	\$ 74,058	\$ 75,095	\$ [1,037]		
Use of money and property	4,899	6,036	-	6,036		
Reimbursements	-	556	-	556		
Fines & fees	<u>9,176</u>	<u>7,648</u>	<u>5,000</u>	<u>2,648</u>		
Total Receipts	<u>83,029</u>	<u>88,298</u>	<u>\$ 80,095</u>	<u>\$ 8,203</u>		
Expenditures						
Capital outlay	62,357	99,505	\$ 23,896	\$ 75,609		
Transfers out	30,000	48,000	48,000	-		
Cash reserve	-	-	152,055	[152,055]		
Total Expenditures	<u>92,357</u>	<u>147,505</u>	<u>\$ 223,951</u>	<u>\$ [76,446]</u>		
Receipts Over [Under] Expenditures	<u>[9,328]</u>	<u>[59,207]</u>				
Unencumbered Cash, Beginning	<u>131,486</u>	<u>122,158</u>				
Unencumbered Cash, Ending	<u>\$ 122,158</u>	<u>\$ 62,951</u>				

See independent auditor's report on the financial statements.

## Schedule 2 - 5

**CITY OF VALLEY CENTER, KANSAS**  
**SPECIAL HIGHWAY FUND**  
**SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET**  
**REGULATORY BASIS**  
For the Year Ended December 31, 2024  
(With Comparative Actual Amounts for the Year Ended December 31, 2023)

	Current Year			Variance Over [Under]
	Prior Year <u>Actual</u>	Actual	Budget	
<b>Receipts</b>				
Taxes	\$ 87,950	\$ 199,715	\$ 87,300	\$ 112,415
Intergovernmental	1,040,247	932,153	998,200	[66,047]
Licenses and permits	250	75	-	75
Use of money and property	26,342	28,207	-	28,207
Reimbursements	19,110	4,212	-	4,212
Lease proceeds	<u>537,667</u>	-	-	-
<b>Total Receipts</b>	<u>1,711,566</u>	<u>1,164,362</u>	<u>\$ 1,085,500</u>	<u>\$ 78,862</u>
<b>Expenditures</b>				
Personal services	396,779	374,846	\$ 481,340	\$ [106,494]
Contractual services	611,672	92,515	73,780	18,735
Commodities	64,008	66,644	66,800	[156]
Capital outlay	552,472	516,670	522,000	[5,330]
Transfers out	20,000	36,000	36,000	-
Cash reserve	<u>-</u>	<u>-</u>	<u>100,000</u>	<u>[100,000]</u>
<b>Total Expenditures</b>	<u>1,644,931</u>	<u>1,086,675</u>	<u>\$ 1,279,920</u>	<u>\$ [193,245]</u>
<b>Receipts Over [Under] Expenditures</b>	66,635	77,687		
<b>Unencumbered Cash, Beginning</b>	<u>609,871</u>	<u>676,506</u>		
<b>Unencumbered Cash, Ending</b>	<u>\$ 676,506</u>	<u>\$ 754,193</u>		

See independent auditor's report on the financial statements.

## Schedule 2 - 6

**CITY OF VALLEY CENTER, KANSAS**  
**EQUIPMENT RESERVE FUND\***  
**SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL**  
**REGULATORY BASIS**  
For the Years Ended December 31, 2024 and 2023

	Prior Year <u>Actual</u>	Current Year <u>Actual</u>
Receipts		
Transfers in	\$ 37,600	\$ 38,000
Use of money and property	<u>13,444</u>	<u>16,854</u>
 Total Receipts	 <u>51,044</u>	 <u>54,854</u>
 Expenditures		
Capital outlay	<u>14,540</u>	<u>41,438</u>
 Total Expenditures	 <u>14,540</u>	 <u>41,438</u>
 Receipts Over [Under] Expenditures	 <u>36,504</u>	 <u>13,416</u>
 Unencumbered Cash, Beginning	 <u>367,887</u>	 <u>404,391</u>
 Unencumbered Cash, Ending	 <u>\$ 404,391</u>	 <u>\$ 417,807</u>

\* - This fund is not required to be budgeted.

## Schedule 2 - 7

CITY OF VALLEY CENTER, KANSAS  
 ALCOHOL & DRUG SAFETY ACTION PROGRAM FUND\*  
 SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL  
 REGULATORY BASIS  
 For the Years Ended December 31, 2024 and 2023

	Prior Year <u>Actual</u>	Current Year <u>Actual</u>
Receipts		
Miscellaneous	<u>\$ 15</u>	-
Total Receipts	<u>15</u>	-
Expenditures		
Capital outlay	-	-
Total Expenditures	-	-
Receipts Over [Under] Expenditures	15	-
Unencumbered Cash, Beginning	<u>1,056</u>	<u>1,071</u>
Unencumbered Cash, Ending	<u>\$ 1,071</u>	<u>\$ 1,071</u>

\* - This fund is not required to be budgeted.

## Schedule 2 - 8

**CITY OF VALLEY CENTER, KANSAS**  
**SPECIAL ALCOHOL & DRUG FUND**  
**SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET**  
**REGULATORY BASIS**  
For the Year Ended December 31, 2024  
(With Comparative Actual Amounts for the Year Ended December 31, 2023)

	Current Year			Variance Over [Under]	
	Prior Year		Budget		
	<u>Actual</u>	<u>Actual</u>			
<b>Receipts</b>					
Use of money and property	\$ 290	\$ 422	\$ -	\$ 422	
Intergovernmental	<u>6,280</u>	<u>7,828</u>	<u>3,070</u>	<u>4,758</u>	
<b>Total Receipts</b>	<u>6,570</u>	<u>8,250</u>	<u>\$ 3,070</u>	<u>\$ 5,180</u>	
<b>Expenditures</b>					
Contractual services	260	128	\$ 1,000	\$ [872]	
Commodities	<u>50</u>	<u>-</u>	<u>-</u>	<u>-</u>	
<b>Total Expenditures</b>	<u>310</u>	<u>128</u>	<u>\$ 1,000</u>	<u>\$ [872]</u>	
<b>Receipts Over [Under] Expenditures</b>	6,260	8,122			
<b>Unencumbered Cash, Beginning</b>	<u>4,428</u>	<u>10,688</u>			
<b>Unencumbered Cash, Ending</b>	<u>\$ 10,688</u>	<u>\$ 18,810</u>			

## Schedule 2 - 9

**CITY OF VALLEY CENTER, KANSAS**  
**SPECIAL PARKS & RECREATION FUND**  
**SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET**  
**REGULATORY BASIS**  
For the Year Ended December 31, 2024  
(With Comparative Actual Amounts for the Year Ended December 31, 2023)

	Current Year			Variance Over [Under]	
	Prior Year				
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>		
Receipts					
Intergovernmental	\$ 6,280	\$ 8,362	\$ 3,070	\$ 5,292	
Use of money and property	<u>1,280</u>	<u>1,510</u>	<u>-</u>	<u>1,510</u>	
Total Receipts	<u>7,560</u>	<u>9,872</u>	<u>\$ 3,070</u>	<u>\$ 6,802</u>	
Expenditures					
Capital outlay	-	-	\$ 16,459	\$ [16,459]	
Miscellaneous	<u>-</u>	<u>5,361</u>	<u>-</u>	<u>5,361</u>	
Total Expenditures	<u>-</u>	<u>5,361</u>	<u>\$ 16,459</u>	<u>\$ [11,098]</u>	
Receipts Over [Under] Expenditures	7,560	4,511			
Unencumbered Cash, Beginning	<u>31,913</u>	<u>39,473</u>			
Unencumbered Cash, Ending	<u>\$ 39,473</u>	<u>\$ 43,984</u>			

## Schedule 2 - 10

**CITY OF VALLEY CENTER, KANSAS**  
**TIF FUND**  
**SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET**  
**REGULATORY BASIS**  
For the Year Ended December 31, 2024  
(With Comparative Actual Amounts for the Year Ended December 31, 2023)

	Prior Year	Current Year			Variance Over [Under]
		<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	
Receipts					
Taxes	\$ 4	\$ 3,183	\$ 1,288	\$ 1,288	\$ 1,895
Temporary note proceeds	-	4,921,759	-	-	4,921,759
Miscellaneous	5,285	-	-	-	-
Use of money and property	<u>94,185</u>	<u>88,939</u>	<u>-</u>	<u>-</u>	<u>88,939</u>
Total Receipts	<u>99,474</u>	<u>5,013,881</u>	<u>\$ 1,288</u>	<u>\$ 1,288</u>	<u>\$ 5,012,593</u>
Expenditures					
Contractual services	-	170,130	\$ -	\$ -	\$ 170,130
Capital outlay	157,004	1,864,024	2,531,781		[667,757]
Debt service					
Interest	183,501	4,603,499	127,529		4,475,970
Adjustment for qualifying budget credits	-	-	4,921,759		[4,921,759]
Total Expenditures	<u>340,505</u>	<u>6,637,653</u>	<u>\$ 7,581,069</u>	<u>\$ 7,581,069</u>	<u>\$ [943,416]</u>
Receipts Over [Under] Expenditures	<u>[241,031]</u>	<u>[1,623,772]</u>			
Unencumbered Cash, Beginning	<u>2,842,860</u>	<u>2,601,829</u>			
Unencumbered Cash, Ending	<u>\$ 2,601,829</u>	<u>\$ 978,057</u>			

See independent auditor's report on the financial statements.

## Schedule 2 - 11

**CITY OF VALLEY CENTER, KANSAS**  
**DRUG TAX FUND\***  
**SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET**  
**REGULATORY BASIS**  
For the Years Ended December 31, 2024 and 2023

	Prior Year <u>Actual</u>	Current Year <u>Actual</u>
Receipts		
Miscellaneous	<u>\$ 714</u>	<u>\$ -</u>
Total Receipts	<u>714</u>	<u>-</u>
Expenditures		
Capital outlay	<u>-</u>	<u>-</u>
Total Expenditures	<u>-</u>	<u>-</u>
Receipts Over [Under] Expenditures	714	-
Unencumbered Cash, Beginning	<u>2,777</u>	<u>3,491</u>
Unencumbered Cash, Ending	<u>\$ 3,491</u>	<u>\$ 3,491</u>

\* - This fund is not required to be budgeted.

## Schedule 2 - 12

**CITY OF VALLEY CENTER, KANSAS**  
**BUILDING EQUIPMENT RESERVE FUND\***  
**SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL**  
**REGULATORY BASIS**  
For the Years Ended December 31, 2024 and 2023

	Prior Year <u>Actual</u>	Current Year <u>Actual</u>
<b>Receipts</b>		
Use of money and property	<u>\$ 2,213</u>	<u>\$ 2,824</u>
<b>Total Receipts</b>	<u>2,213</u>	<u>2,824</u>
<b>Expenditures</b>		
Contractual services	<u>-</u>	<u>-</u>
<b>Total Expenditures</b>	<u>-</u>	<u>-</u>
<b>Receipts Over [Under] Expenditures</b>	<u>2,213</u>	<u>2,824</u>
<b>Unencumbered Cash, Beginning</b>	<u>63,419</u>	<u>65,632</u>
<b>Unencumbered Cash, Ending</b>	<u>\$ 65,632</u>	<u>\$ 68,456</u>

\* - This is not required to be budgeted.

## Schedule 2 - 13

**CITY OF VALLEY CENTER, KANSAS**  
**PARK BEAUTIFICATION FUND\***  
**SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL**  
**REGULATORY BASIS**  
For the Years Ended December 31, 2024 and 2023

	Prior Year <u>Actual</u>	Current Year <u>Actual</u>
Receipts		
Contributions	\$ _____ -	\$ 556
Total Receipts	_____ -	556
Expenditures		
Capital outlay	_____ -	556
Total Expenditures	_____ -	556
Receipts Over [Under] Expenditures	- -	- -
Unencumbered Cash, Beginning	2,215	2,215
Unencumbered Cash, Ending	<u>\$ 2,215</u>	<u>\$ 2,215</u>

\* - This fund is not required to be budgeted.

## Schedule 2 - 14

**CITY OF VALLEY CENTER, KANSAS**  
**D.A.R.E. FUND\***  
**SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL**  
**REGULATORY BASIS**  
For the Years Ended December 31, 2024 and 2023

	Prior Year <u>Actual</u>	Current Year <u>Actual</u>
Receipts		
Miscellaneous	\$ _____ -	\$ 20
Total Receipts	_____ -	20
Expenditures		
Commodities	_____ -	_____ -
Total Expenditures	_____ -	_____ -
Receipts Over [Under] Expenditures	-	20
Unencumbered Cash, Beginning	1,658	1,658
Unencumbered Cash, Ending	<u>\$ 1,658</u>	<u>\$ 1,678</u>

\* - This fund is not required to be budgeted.

## Schedule 2 - 15

**CITY OF VALLEY CENTER, KANSAS**  
**LAND BANK RESERVE FUND\***  
**SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL**  
**REGULATORY BASIS**  
For the Years Ended December 31, 2024 and 2023

	Prior Year <u>Actual</u>	Current Year <u>Actual</u>
Receipts		
Use of money and property	\$ 2,905	\$ 3,302
Total Receipts	<u>2,905</u>	<u>3,302</u>
Expenditures		
Contractual services	-	18,492
Total Expenditures	<u>-</u>	<u>18,492</u>
Receipts Over [Under] Expenditures	2,905	[15,190]
Unencumbered Cash, Beginning	<u>78,954</u>	<u>81,859</u>
Unencumbered Cash, Ending	<u>\$ 81,859</u>	<u>\$ 66,669</u>

\* - This fund is not required to be budgeted.

## Schedule 2 - 16

CITY OF VALLEY CENTER, KANSAS  
PUBLIC SAFETY TRAINING FUND\*  
SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL  
REGULATORY BASIS  
For the Years Ended December 31, 2024 and 2023

	Prior Year <u>Actual</u>	Current Year <u>Actual</u>
Receipts		
Fines and fees	<u>\$ 3,040</u>	<u>\$ 2,835</u>
Total Receipts	<u>3,040</u>	<u>2,835</u>
Expenditures		
Contractual services	<u>-</u>	<u>-</u>
Total Expenditures	<u>-</u>	<u>-</u>
Receipts Over [Under] Expenditures	3,040	2,835
Unencumbered Cash, Beginning	<u>4,003</u>	<u>7,043</u>
Unencumbered Cash, Ending	<u>\$ 7,043</u>	<u>\$ 9,878</u>

\* - This fund is not required to be budgeted.

## Schedule 2 - 17

**CITY OF VALLEY CENTER, KANSAS**  
**POOL/REC SALES TAX FUND**  
**SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET**  
**REGULATORY BASIS**  
For the Years Ended December 31, 2024 and 2023

	Current Year			
	Prior Year <u>Actual</u>	Actual	Budget	Actual
<b>Receipts</b>				
Taxes	\$ 907,383	\$ 916,092	\$ 430,000	\$ 486,092
Use of money and property	113,682	545,688	-	545,688
Temporary note proceeds	18,378,898	-	935,000	[935,000]
Transfers in	-	410,000	-	410,000
<b>Total Receipts</b>	<b><u>19,399,963</u></b>	<b><u>1,871,780</u></b>	<b><u>\$ 1,365,000</u></b>	<b><u>\$ 506,780</u></b>
<b>Expenditures</b>				
Contractual services	29,514	25,350	\$ 1,100,000	\$ [1,074,650]
Capital outlay	5,437,491	13,983,486	19,949,903	[5,966,417]
Debt service	174,011	1,500	-	1,500
Cost of issuance				
<b>Total Expenditures</b>	<b><u>5,641,016</u></b>	<b><u>14,010,336</u></b>	<b><u>\$ 21,049,903</u></b>	<b><u>\$ [7,039,567]</u></b>
<b>Receipts Over [Under] Expenditures</b>	<b><u>13,758,947</u></b>	<b><u>[12,138,556]</u></b>		
<b>Unencumbered Cash, Beginning</b>	<b><u>1,284,906</u></b>	<b><u>15,043,853</u></b>		
<b>Unencumbered Cash, Ending</b>	<b><u>\$ 15,043,853</u></b>	<b><u>\$ 2,905,297</u></b>		

See independent auditor's report on the financial statements.

## Schedule 2 - 18

**CITY OF VALLEY CENTER, KANSAS**  
**FLEET MANAGEMENT FUND\***  
**SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL**  
**REGULATORY BASIS**  
For the Years Ended December 31, 2024 and 2023

	Prior Year <u>Actual</u>	Current Year <u>Actual</u>
<b>Receipts</b>		
Use of money and property	\$ 3,136	\$ 4,249
Transfers in	<u>186,956</u>	<u>206,000</u>
<b>Total Receipts</b>	<u>190,092</u>	<u>210,249</u>
<b>Expenditures</b>		
Contractual services	146,178	272,830
Capital outlay	<u>4,975</u>	-
<b>Total Expenditures</b>	<u>151,153</u>	<u>272,830</u>
<b>Receipts Over [Under] Expenditures</b>	38,939	[62,581]
<b>Unencumbered Cash, Beginning</b>	<u>132,985</u>	<u>171,924</u>
<b>Unencumbered Cash, Ending</b>	<u>\$ 171,924</u>	<u>\$ 109,343</u>

\* - This fund is not required to be budgeted.

## Schedule 2 - 19

CITY OF VALLEY CENTER, KANSAS  
GIFTS & GRANTS FUND\*  
SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL  
REGULATORY BASIS  
For the Years Ended December 31, 2024 and 2023

	Prior Year <u>Actual</u>	Current Year <u>Actual</u>
Receipts		
Miscellaneous	\$ 1,818	\$ 747
<b>Total Receipts</b>	<b>1,818</b>	<b>747</b>
Expenditures		
Capital outlay	149	-
Miscellaneous	1,364	-
<b>Total Expenditures</b>	<b>1,513</b>	<b>-</b>
Receipts Over [Under] Expenditures	305	747
Unencumbered Cash, Beginning	5,963	6,268
<b>Unencumbered Cash, Ending</b>	<b>\$ 6,268</b>	<b>\$ 7,015</b>

\* - This fund is not required to be budgeted.

## Schedule 2 - 20

CITY OF VALLEY CENTER, KANSAS  
STATE/FEDERAL GRANTS FUND\*  
SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL  
REGULATORY BASIS  
For the Years Ended December 31, 2024 and 2023

	Prior Year <u>Actual</u>	Current Year <u>Actual</u>
Receipts		
Use of money and property	<u>\$ 25,019</u>	<u>\$ 24,672</u>
Total Receipts	<u>25,019</u>	<u>24,672</u>
Expenditures		
Contractual services	<u>316,263</u>	-
Capital outlay	<u>3,476</u>	-
Total Expenditures	<u>319,739</u>	-
Receipts Over [Under] Expenditures	<u>[294,720]</u>	24,672
Unencumbered Cash, Beginning	<u>708,973</u>	<u>414,253</u>
Unencumbered Cash, Ending	<u>\$ 414,253</u>	<u>\$ 438,925</u>

\* - This fund is not required to be budgeted.

## Schedule 2 - 21

**CITY OF VALLEY CENTER, KANSAS**  
**BOND AND INTEREST FUND**  
**SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET**  
**REGULATORY BASIS**  
For the Year Ended December 31, 2024  
(With Comparative Actual Amounts for the Year Ended December 31, 2023)

	Current Year			Variance Over [Under]	
	Prior Year		Budget		
	<u>Actual</u>	<u>Actual</u>			
<b>Receipts</b>					
Taxes	\$ 999,948	\$ 1,084,101	\$ 1,100,734	\$ [16,633]	
Special assessment	418,275	425,541	414,221	11,320	
Use of money and property	61,624	63,025	5,000	58,025	
Reimbursement	-	78,003	-	78,003	
Transfers in	<u>622,000</u>	<u>732,550</u>	<u>732,550</u>	<u>-</u>	
<b>Total Receipts</b>	<u>2,101,847</u>	<u>2,383,220</u>	<u>\$ 2,252,505</u>	<u>\$ 130,715</u>	
<b>Expenditures</b>					
Debt service					
Principal	1,495,000	1,585,000	\$ 1,590,000	\$ [5,000]	
Interest	554,355	1,734,081	697,000	1,037,081	
Miscellaneous	3,292	9	-	9	
Cash reserve	-	-	1,013,387	[1,013,387]	
Adjustment for qualifying budget credits	<u>-</u>	<u>-</u>	<u>78,003</u>	<u>[78,003]</u>	
<b>Total Expenditures</b>	<u>2,052,647</u>	<u>3,319,090</u>	<u>\$ 3,378,390</u>	<u>\$ [59,300]</u>	
<b>Receipts Over [Under] Expenditures</b>	<u>49,200</u>	<u>[935,870]</u>			
<b>Unencumbered Cash, Beginning</b>	<u>1,099,684</u>	<u>1,148,884</u>			
<b>Unencumbered Cash, Ending</b>	<u>\$ 1,148,884</u>	<u>\$ 213,014</u>			

## Schedule 2 - 22

**CITY OF VALLEY CENTER, KANSAS**  
**CAPITAL PROJECTS FUND\***  
**SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL**  
**REGULATORY BASIS**  
For the Years Ended December 31, 2024 and 2023

	Prior Year <u>Actual</u>	Current Year <u>Actual</u>
<b>Receipts</b>		
Temporary note proceeds	\$ 9,059,528	\$ 20,323,079
Use of money and property	56,357	137,999
Transfers in	7,562	-
 Total Receipts	 9,123,447	 20,461,078
 <b>Expenditures</b>		
Contractual services	9,497,486	4,276,756
Capital outlay	25,511	-
Debt service		
Principal	-	6,000,000
Interest	99,068	178,767
Cost of issuance	58,734	463,493
 Total Expenditures	 9,680,799	 10,919,016
 Receipts Over [Under] Expenditures	 [557,352]	 9,542,062
 Unencumbered Cash, Beginning	 2,358,128	 1,800,776
 Unencumbered Cash, Ending	 \$ 1,800,776	 \$ 11,342,838

\* - This fund is not required to be budgeted.

## Schedule 2 - 23

**CITY OF VALLEY CENTER, KANSAS**  
**WATER FUND**  
**SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET**  
**REGULATORY BASIS**  
For the Year Ended December 31, 2024  
(With Comparative Actual Amounts for the Year Ended December 31, 2023)

	Current Year			Variance Over [Under]
	Prior Year	Actual	Budget	
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	
<b>Receipts</b>				
Charges to customers	\$ 2,258,595	\$ 2,312,300	\$ 2,201,646	\$ 110,654
Use of money and property	140,987	170,374	-	170,374
Reimbursements	8,673	9,876	-	9,876
Miscellaneous	<u>33,903</u>	<u>30,607</u>	<u>20,000</u>	<u>10,607</u>
<b>Total Receipts</b>	<b><u>2,442,158</u></b>	<b><u>2,523,157</u></b>	<b><u>\$ 2,221,646</u></b>	<b><u>\$ 301,511</u></b>
<b>Expenditures</b>				
Personnel services	398,008	270,357	\$ 448,651	\$ [178,294]
Contractual services	1,200,463	1,280,774	1,120,870	159,904
Commodities	46,017	44,293	41,450	2,843
Capital outlay	117,382	116,733	150,000	[33,267]
Transfers out	426,950	523,000	543,000	[20,000]
Adjustment for qualifying budget credits	<u>-</u>	<u>-</u>	<u>9,876</u>	<u>[9,876]</u>
<b>Total Expenditures</b>	<b><u>2,188,820</u></b>	<b><u>2,235,157</u></b>	<b><u>\$ 2,313,847</u></b>	<b><u>\$ [78,690]</u></b>
<b>Receipts Over [Under] Expenditures</b>	<b><u>253,338</u></b>	<b><u>288,000</u></b>		
<b>Unencumbered Cash, Beginning</b>	<b><u>3,202,628</u></b>	<b><u>3,455,966</u></b>		
<b>Unencumbered Cash, Ending</b>	<b><u>\$ 3,455,966</u></b>	<b><u>\$ 3,743,966</u></b>		

See independent auditor's report on the financial statements.

## Schedule 2 - 24

**CITY OF VALLEY CENTER, KANSAS**  
**SEWER FUND**  
**SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET**  
**REGULATORY BASIS**  
For the Year Ended December 31, 2024  
(With Comparative Actual Amounts for the Year Ended December 31, 2023)

	Current Year			Variance Over [Under]
	Prior Year	Actual	Budget	
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	
<b>Receipts</b>				
Charges to customers	\$ 1,421,472	\$ 1,455,648	\$ 1,406,719	\$ 48,929
Use of money and property	75,821	89,586	12,000	77,586
Miscellaneous	<u>2,269</u>	<u>3,654</u>	<u>3,500</u>	<u>154</u>
<b>Total Receipts</b>	<b><u>1,499,562</u></b>	<b><u>1,548,888</u></b>	<b><u>\$ 1,422,219</u></b>	<b><u>\$ 126,669</u></b>
<b>Expenditures</b>				
Personnel services	350,020	248,162	\$ 374,487	\$ [126,325]
Contractual services	452,686	399,305	457,860	[58,555]
Commodities	25,186	25,143	24,800	343
Capital outlay	59,790	39,122	140,000	[100,878]
Debt service	205,871	206,326	-	206,326
Miscellaneous	2,776	2,322	-	2,322
Transfers out	277,874	534,550	534,550	-
Reserve funds not subject to budget	<u>-</u>	<u>-</u>	<u>208,647</u>	<u>[208,647]</u>
<b>Total Expenditures</b>	<b><u>1,374,203</u></b>	<b><u>1,454,930</u></b>	<b><u>\$ 1,740,344</u></b>	<b><u>\$ [285,414]</u></b>
<b>Receipts Over [Under] Expenditures</b>	<b><u>125,359</u></b>	<b><u>93,958</u></b>		
<b>Unencumbered Cash, Beginning</b>	<b><u>1,524,966</u></b>	<b><u>1,650,325</u></b>		
<b>Unencumbered Cash, Ending</b>	<b><u>\$ 1,650,325</u></b>	<b><u>\$ 1,744,283</u></b>		

See independent auditor's report on the financial statements.

## Schedule 2 - 25

**CITY OF VALLEY CENTER, KANSAS**  
**STORMWATER FUND**  
**SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET**  
**REGULATORY BASIS**  
**For the Year Ended December 31, 2024**  
**(With Comparative Actual Amounts for the Year Ended December 31, 2023)**

	Current Year				Variance Over [Under]	
	Prior Year		Actual			
	<u>Actual</u>	<u>Budget</u>				
<b>Receipts</b>						
Charges to customers	\$ 324,595	\$ 325,000	\$ 330,196	\$ 5,196		
Use of money and property	<u>13,818</u>	<u>-</u>	<u>16,930</u>	<u>16,930</u>		
<b>Total Receipts</b>	<b><u>338,413</u></b>	<b><u>325,000</u></b>	<b><u>347,126</u></b>	<b><u>\$ 22,126</u></b>		
<b>Expenditures</b>						
Contractual services	31,686	\$ 36,400	32,510	\$ [3,890]		
Commodities	2,241	5,000	1,853	[3,147]		
Capital outlay	85,874	124,800	70,163	[54,637]		
Transfers out	<u>162,600</u>	<u>-</u>	<u>193,000</u>	<u>193,000</u>		
<b>Total Expenditures</b>	<b><u>282,401</u></b>	<b><u>359,200</u></b>	<b><u>297,526</u></b>	<b><u>\$ [61,674]</u></b>		
<b>Receipts Over [Under] Expenditures</b>	<b><u>56,012</u></b>	<b><u>49,600</u></b>				
<b>Unencumbered Cash, Beginning</b>	<b><u>261,432</u></b>	<b><u>317,444</u></b>				
<b>Unencumbered Cash, Ending</b>	<b><u>\$ 317,444</u></b>	<b><u>\$ 367,044</u></b>				

See independent auditor's report on the financial statements.

## Schedule 2 - 26

**CITY OF VALLEY CENTER, KANSAS**  
**SOLID WASTE FUND**  
**SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET**  
**REGULATORY BASIS**  
**For the Year Ended December 31, 2024**  
**(With Comparative Actual Amounts for the Year Ended December 31, 2023)**

	Current Year				Variance Over [Under]	
	Prior Year		Budget			
	<u>Actual</u>	<u>Actual</u>				
Receipts						
Charges to customers	\$ 583,406	\$ 599,618	\$ 577,476	\$ 22,142		
Franchise fee	-	-	5,000	[5,000]		
Use of money and property	5,034	6,509	1,600	4,909		
Miscellaneous	<u>4,588</u>	<u>31,361</u>	<u>16,000</u>	<u>15,361</u>		
<b>Total Receipts</b>	<b>593,028</b>	<b>637,488</b>	<b>\$ 600,076</b>	<b>\$ 37,412</b>		
Expenditures						
Contractual services	589,197	579,211	\$ 585,820	\$ [6,609]		
Capital outlay	-	-	3,000	[3,000]		
<b>Total Expenditures</b>	<b>589,197</b>	<b>579,211</b>	<b>\$ 588,820</b>	<b>\$ [9,609]</b>		
Receipts Over [Under] Expenditures	3,831	58,277				
Unencumbered Cash, Beginning	<u>108,412</u>	<u>112,243</u>				
<b>Unencumbered Cash, Ending</b>	<b>\$ 112,243</b>	<b>\$ 170,520</b>				

See independent auditor's report on the financial statements.

## Schedule 3

CITY OF VALLEY CENTER, KANSAS  
 VALLEY CENTER PUBLIC LIBRARY - RELATED MUNICIPAL ENTITY  
 GENERAL FUND  
 SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL  
 REGULATORY BASIS  
 For the Year Ended December 31, 2024

## Receipts

State of Kansas	\$ 2,062
NEKL Association	25,242
City appropriation	333,080
Use of money and property	16,704
Donations and sales	6,230
Grants	7,872
Miscellaneous	<u>10,755</u>

Total Receipts 401,945

## Expenditures

Salary and payroll taxes	226,307
Books, periodicals and film	21,109
Supplies	40,557
Utilities	14,296
Contractual services	25,913
Maintenance	11,570
Miscellaneous	<u>2,514</u>

Total Expenditures 342,266

Receipts Over [Under] Expenditures 59,679

Unencumbered Cash, Beginning 228,464

Unencumbered Cash, Ending \$ 288,143

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

**A. 2024 FINANCIAL AUDIT REPORT**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommend motion to accept and file the 2024 Financial Audit Report.**

**NEW BUSINESS**

**B. APPROVAL OF SUPPLEMENTAL AGREEMENT FOR MERIDIAN  
INSPECTION SERVICES-PEC:**

Gage Scheer will present supplemental agreement for Inspection Services on Meridian Avenue Improvements. The estimated fee is \$47,120.00.

- Supplemental Agreement



May 2, 2025

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

Reference: AGREEMENT for Valley Center Meridian Avenue Improvements Inspection  
Valley Center, Kansas  
PEC Project No. 31-197013-010-2502

Dear Mr. Clark:

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

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

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

**Payment.** Invoices will be submitted periodically and are due and payable net 30 days from invoice date. Unpaid balances past due shall be subject to an interest charge at the rate of 1.5 % per month from the date of the invoice, and any related attorneys' fees and collection costs. PEC reserves the right to suspend the Services and withhold deliverables if the Client fails to make payment when due. In such an event, PEC shall have no liability for any delay or damage resulting from such suspension.

Brent Clark  
City of Valley Center  
Valley Center Meridian Avenue Improvements Inspection  
May 2, 2025  
Page 2

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

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

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

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

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

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

Brent Clark  
City of Valley Center  
Valley Center Meridian Avenue Improvements Inspection  
May 2, 2025  
Page 3

**Fast-Track, Phased or Accelerated Schedule.** Accelerated, phased or fast-track scheduling increases the risk of incurring unanticipated costs and expenses including costs for PEC to coordinate and redesign portions of the Project affected by the procuring or installing elements of the Project prior to the completion of all relevant construction documents, and costs for the contractor to remove and replace previously installed work. If Client selects accelerated, phased or fast-track scheduling, Client agrees to include a contingency in the Project budget sufficient to cover such costs.

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

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

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

**Termination.** Both the Client and PEC have the right to terminate this Agreement for convenience upon fifteen calendar days' written notice to the other party. In the event the Client terminates this Agreement without cause, PEC shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination.

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

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

Brent Clark  
City of Valley Center  
Valley Center Meridian Avenue Improvements Inspection  
May 2, 2025  
Page 4

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

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

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

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

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

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

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

**No Third-Party Beneficiaries.** This Agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties. Further, PEC assumes no obligations or duties other than the obligations to Client specifically set forth in this Agreement. PEC shall not be responsible for Client obligations under any separate agreement with any third-party.

Brent Clark  
City of Valley Center  
Valley Center Meridian Avenue Improvements Inspection  
May 2, 2025  
Page 5

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

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

Thank you for engaging PEC; we look forward to working with you. If this Agreement is acceptable, please sign below and return an executed copy to me. Once received, a copy of the Agreement will be executed and returned.

KMS:cds

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

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

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

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

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

ACCEPTED: CITY OF VALLEY CENTER

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

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

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

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



## EXHIBIT A

**A. Project Description:**

1. The Project shall consist of Construction Inspection Services during waterline and electrical construction for Meridian Avenue Improvements (Kansas Department of Transportation Project 87 N-0711-01) in Valley Center, Kansas.

**B. Anticipated Project Schedule:**

1. Based on information provided the construction shall be completed no later than July 7<sup>th</sup>, 2025.
2. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.

**C. Scope of Services:**

1. Construction Inspection:
  - a) PEC will provide construction inspection services for the waterline and electrical portions of construction as noted in this agreement and shall apply to these services provided throughout the construction of the PROJECT unless a separate agreement for additional services is signed.
  - b) Provide a resident project representative (RPR) to perform construction inspection and documentation. Supervise testing and inspection; witness field or laboratory tests of construction materials as required by the approved plans and specifications; check the construction activities to determine compliance with the intent of the design; and maintain project records to document the work.
  - c) Provide a scanned pdf of hand 'Red-Line' markup images of bid set of plans for the preparation of record drawings.

**D. Additional Responsibilities of CLIENT:**

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

1. Provide right of entry for PEC's personnel in performing site visits, field testing, and inspections.
2. Pay PEC for authorized additional work associated with services not included in this agreement.

**E. Additional Services:**

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

1. Production of record drawings, as-builts, or release of electronic files.

**F. Exclusions:**

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

1. Entrance into a permit-required or non-permit required Confined Space.
2. Any material testing services.
3. Construction Staking (additional services that can be provided by PEC).
4. Geotechnical Subsurface Investigation (additional services that can be provided by PEC).
5. Transcribing and distribution of Pre-Construction, Progress, or Coordination Meeting Notes.
6. Permit fees.
7. Environmental assessments/clearances.
8. Observation of contractor activities other than a single shift between 7:00AM and 6:00PM Monday through Friday.
9. Work on Saturdays, Sundays, and City holidays. If the contractor is granted permission to work on these days, staff may be available for observation but this work or any work beyond the single shift described above is eligible to be considered additional services reimbursed at 1.5 times the PEC Standard Rates.

**G. PEC's Fees & Reimbursable Expenses:**

1. The basis of the Inspection Fee for this work is based on the anticipated construction to be completed no later than July 7<sup>th</sup>, 2025. Work is anticipated on Monday through Friday for eight (8) regular hours per day and zero (0.0) OT hours per week during construction for the PROJECT with scope post construction closeout documentation. If additional inspection services are required past July 7<sup>th</sup>, 2025, a separate supplemental agreement shall be negotiated and executed for the remaining work, and PEC will be reimbursed at the current PEC Standard Hourly Rates.
2. Labor more than 8 hours per day Monday through Friday, shall be reimbursed at 1.5 times the Standard Rate for the Construction Observer.
3. PEC will invoice CLIENT one time per month for services rendered and Reimbursable Expenses incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.
4. The fee presented below is an estimate. PEC's Fee for its Scope of Services will be billed on an hourly basis, plus reimbursable expenses at the rates established on the current PEC Rate Schedule A.
5. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.
6. The estimated fee which includes reimbursables for Construction Inspection Services is **\$47,120.00**.

## 2025 RATE SCHEDULE A\*\*



<u>TITLE</u>	<u>HOURLY RATE *</u>
Principal Engineer .....	\$250
Senior Project Manager .....	\$225
Project Manager .....	\$200
Senior Engineer II .....	\$225
Senior Engineer I .....	\$200
Project Engineer .....	\$175
Senior Landscape Architect .....	\$180
Landscape Architect .....	\$130
Senior Planner .....	\$175
Planner .....	\$155
Design Engineer .....	\$145
Senior Piping Designer .....	\$160
Piping Designer .....	\$125
Senior Technician .....	\$150
Design Technician .....	\$115
Senior Commissioning Agent .....	\$160
Commissioning Agent .....	\$135
GIS Specialist .....	\$150
GIS Analyst .....	\$120
Project Coordinator .....	\$100
Project Assistant .....	\$90
Senior Field Project Manager .....	\$200
Field Project Manager .....	\$155
Senior Inspector .....	\$160
Inspector .....	\$125
Senior Field Technician .....	\$105
Field Technician .....	\$85
Senior Driller .....	\$130
Driller .....	\$95
Land Surveyor .....	\$140
Crew Chief .....	\$120
Survey Technician .....	\$100
*Premium time for all non-salaried personnel or as noted in the contract	
1.5 multiplier	

REIMBURSABLES:

Infrared Camera .....	\$50/Hour
Structural Testing Equipment .....	\$50/Hour
Subconsultants .....	Cost plus 10%
Vehicle Mileage .....	IRS Rate/Mile
Truck Mileage .....	\$0.75/Mile
ATV .....	\$20/Hour
GPS .....	\$50/Hour
3D Laser Scanner .....	\$150/Hour
Robotic Total Station .....	\$50/Hour
UAS .....	\$150/Hour
Mobile Lidar Unit .....	\$4,000/Day
Drill Rig Use .....	\$75/Hour
Concrete Testing Equipment .....	\$10/Each
Nuclear Gauge Equipment .....	\$20/Each
Compressive Strength of Cylinders .....	\$15/Each
Ultra Sonic Testing Equipment .....	\$50/Each
Semi-Trailer Mileage .....	\$3/Mile
Other Reimbursables .....	Cost plus 10%

\*\*The rates shown above are effective for services through December 31, 2025 and are subject to revision thereafter.

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

**B. APPROVAL OF SUPPLEMENTAL AGREEMENT FOR MERIDIAN  
INSPECTION SERVICES-PEC:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommend approval of Supplemental Inspection Services for Meridian Project in an amount not to exceed \$47,120.00 and authorize Mayor or City Administrator to sign.**

**NEW BUSINESS**

**C. ORDINANCE 1426-25: RIDGEFIELD SPEED LIMIT:**

Police Captain Easley will present Ordinance 1426-25 for 1<sup>st</sup> reading. This ordinance will lower the maximum speed limit to 20-mph within the Ridgefield Development.

- Ordinance 1426-25

## **ORDINANCE NO. 1426-25**

### **AN ORDINANCE OF THE CITY OF VALLEY CENTER, KANSAS, ADJUSTING THE MAXIMUM SPEED LIMIT WITHIN THE RIDGEFIELD SUBDIVISION OF ALL STREETS LOCATED IN VALLEY CENTER, KANSAS**

**WHEREAS**, the City of Valley Center regulates speed limits within the City of Valley Center, pursuant to K.S.A. 8-1560; and

**WHEREAS**, the Valley Center City Council has resolved, in the interest of public safety and general welfare, to adjust the speed limit on streets in the Ridgefield Subdivision of Valley Center, Kansas.

**NOW, THEREFORE, BE IT ORDAINED** by the Governing Body of Valley Center, Kansas, that the following adjustment shall be made to the speed limits applicable to all streets within the Ridgefield Subdivision of Valley Center, Kansas.

#### **Section 1.**

Said speed limit adjustments shall include:

- A. Declaring the maximum speed limit of twenty (20) miles per hour on Redbud Avenue within the Ridgefield Subdivision.
- B. Declaring the maximum speed limit of twenty (20) miles per hour on Redbud Court within the Ridgefield Subdivision.
- C. Declaring the maximum speed limit of twenty (20) miles per hour on Wakefield Avenue within the Ridgefield Subdivision.

City officials and employees including the City Engineer, the Public Safety Director, and the Department of Public Works are hereby authorized and directed to take such actions as are necessary to effectuate this ordinance including but not limited to the installation and erection of signs within Ridgefield Subdivision which alert the public as to the speed limit.

#### **Section 2.**

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

reason this ordinance should be declared invalid or unconstitutional, then the remaining ordinance provisions will be in full force and effect.

**Section 3.**

This ordinance shall be in full force and effect from and after its passage and after publication according to law.

**PASSED AND APPROVED by the Governing Body of the City of Valley Center, Kansas, this 3<sup>rd</sup> day of June 2025.**

First Reading: May 20<sup>th</sup>, 2025

Second Reading: June 3<sup>rd</sup>, 2025

{SEAL}

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James E. Truman, Mayor

ATTEST:

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Kristi Carrithers, City Clerk

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

**C. ORDINANCE 1426-25: RIDGEFIELD SPEED LIMIT:**

Should Council choose to proceed,

**RECOMMENDED ACTION:**

Staff recommends motion to approve Ordinance 1426-25 which establishes a maximum speed limit of 20 mph within the Ridgefield Development for 1<sup>st</sup> reading.

**NEW BUSINESS**

**D. APPROVAL OF BUDGET CALENDAR:**

Finance Director Miller will present and discuss the proposed 2026 Budget Calendar.

- Proposed Budget Calendar

## 2026 Valley Center Budget Process Calendar

### 2025

March 20th	Department budget worksheets distributed to department heads
April 28th	Department base budget and department budget requests & outcomes due to Finance Director / City Administrator
May 5th – May 16th	Individual meetings with departments / City Administrator/ Finance Department
<b>June 3rd 6:00 pm</b>	Department budget presentations <i>(prior to regular council meeting)</i>
June 15 <sup>th</sup>	Deadline for Sedgwick County to notify the city of our revenue-neutral rate
<b>June 17<sup>th</sup></b>	2026 budget draft presentation and discussion <i>(regular council meeting)</i>
<b>July 1<sup>st</sup></b>	<b><i>Potential Special Budget meeting (if needed)</i></b>
<b>July 15<sup>th</sup></b>	Comprehensive budget discussion and determine intent to exceed the revenue neutral rate for the FY2026 budget.
July 20th	Deadline to notify Sedgwick County if we will exceed revenue neutral rate (Sunday this year).
<b>July 29<sup>th</sup></b>	<b><i>Potential Special Budget meeting (if needed)</i></b>
<b>August 5<sup>th</sup></b>	CIP review/discussion <i>(regular council meeting)</i>
August 11th	Publish notice of intent to exceed the revenue neutral rate on the city website and in the Ark Valley News – must include proposed tax rate, our revenue neutral rate, and the date, time, and location of the public hearing. <i>(minimum of 10 days prior to hearing)</i>
September 1 <sup>st</sup>	Last day to publish both hearings for the 2026 budget <b><i>(if needed)</i></b>
<b>September 2<sup>nd</sup></b>	Notice to exceed revenue neutral rate hearing. Public hearing for 2026 budget. After public hearings, the council will adopt a resolution to approve exceeding the revenue-neutral rate with a roll call vote. Approval of 2026 budget. <i>(regular council meeting)</i>
Sep 19 <sup>th</sup>	Last day to hold public hearings and approve the 2026 budget. <b><i>(if needed)</i></b>
Oct 1 <sup>st</sup>	Last day to certify the 2026 budget to Sedgwick County

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

**D. APPROVAL OF BUDGET CALENDAR:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommend motion to adopt the proposed 2026 budget calendar.**

**NEW BUSINESS**

**E. APPROVAL OF RFP-CUSTODIAL SERVICES:**

Parks and Public Buildings Director Owings will present Request for Proposals and request approval to solicit bids for Custodial Services. Deadline for all proposals is June 16th.

- RFP



## **City of Valley Center, Kansas - Request for Proposal (RFP) Custodial Services**

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Request for Proposal (RFP)  
Custodial Services for City Facilities  
City of Valley Center, Kansas

Issue Date: May 21<sup>st</sup>, 2025

Proposal Due Date: Monday June 16<sup>th</sup> 10AM CST- City Hall

Contact Person: Neal Owings

Director of Parks & Public Buildings

Phone: 316-755-7320

Email: [parks@valleycenterks.gov](mailto:parks@valleycenterks.gov)

Late submissions will not be accepted. The City reserves the right to reject any or all proposals.

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## **Request for Proposal (RFP) - Custodial Services**

### **I. Introduction**

The City of Valley Center, Kansas, invites qualified custodial service providers to submit proposals for the provision of cleaning and janitorial services across multiple City-owned facilities. This Request for Proposal (RFP) outlines the City's expectations, requirements, and evaluation criteria for selecting a service provider.

### **Overview**

The City of Valley Center, KS is seeking proposals for Custodial Services for a three (3) year contract, with the option to extend for up to three (3) additional years based on performance and approval by the governing body. Contractors must demonstrate their capability and reliability through prior experience, references, and adherence to all applicable local, state, and federal laws and regulations. Services will commence upon execution of the contract.

### **Proposal Submittal**



- Completed proposals must be received no later than **Monday, June 16th, 2025, 10AM CST**.
- Email submissions will not be accepted.**
- Proposals must be delivered in a sealed envelope marked "**RFP – Custodial Services**" to:  
**City of Valley Center**  
 City Hall  
 121 S. Meridian, P.O. Box 188  
 Valley Center, KS 67147

### **Mandatory Pre-Proposal Meeting**

- A **mandatory walk-through** will take place **Thursday, May 29th 2025, at 8:30 AM CST** and begin at the Valley Center Community Center & Library - 316 E. Clay, then to all other listed facilities afterwards.
- A representative from bidding company intending to submit a proposal to this RFP must be in attendance for the entire meeting, with will include a walk-thru of each facility. The awarded vendor shall not at any time after selection and award make any claims whatsoever alleging insufficient data or incorrectly assumed conditions, nor shall the awarded vendor claim any misunderstanding as to the nature, conditions or character of the work to be performed.

### **Questions & Site Visits**

- Questions concerning this RFP may be submitted in writing via email to [parks@valleycenterks.gov](mailto:parks@valleycenterks.gov) on or before Wednesday, June 4<sup>th</sup>, 2025.

### **Specifications and Conditions**

- By submitting a response to this RFP, vendors are acknowledging that they have read the specifications and conditions provided in the RFP and that their proposal is made in accordance with the provisions of such specifications, unless specifically provided otherwise by the vendor.
- Vendors further agree to deliver services that meet or exceed specifications provided in the RFP should they be awarded a contract for services.



## Prohibition of Gratuities

- By submission of a proposal, a vendor certifies that no staff of The City of Valley Center has or shall benefit financially or materially from such proposal or subsequent contract.
- Any contract issued as a result of this RFP may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

## Background Checks

- The City of Valley Center is concerned with the health and safety of all its staff, residents, and contractors, as well as the safety of the general public. Therefore, we require, as one of the steps in contractors hiring process that all otherwise qualified applicants or contractors for employment consent and submit to a background check performed by the Valley Center Police Department.

## Confidentiality

- The awarded vendor shall maintain confidentiality to the extent allowable and required by applicable laws that it becomes privy to in the course of its duties.

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## II. Scope of Work

The selected vendor will provide comprehensive custodial services that meet or exceed the specific needs of each City facility, including:

- **Cleaning Requirements** - Routine cleaning daily, weekly, periodic deep cleaning, and specialty services are expected, including but not limited to:
  - Trash and recycling removal
  - Dusting and surface cleaning
  - Floor care (vacuuming, sweeping, mopping, carpet cleaning, carpet extraction, floor scrubbing, buffing and waxing)
  - Kitchen sanitation
  - Restroom sanitation
  - Window cleaning (interior and exterior as required)
  - Special event clean-up as scheduled.



- **Special Considerations**

- Effective communication, service & problems solving skills for resolving issues and complaints.
- Availability of specialized equipment for large-scale floor care, carpet cleaning, or other specialty tasks.
- Adherence to strict security protocols while accessing City facilities.

- **Janitorial Services**

- An awarded vendor shall at all times maintain and care for The City of Valley Center buildings in accordance with all manufacturer specifications. The City of Valley Center will provide disposable paper products such as paper towels, toilet tissue, and hand soap, as well as all cleaning supplies and chemicals.
- An awarded vendor shall provide, at its sole cost and expense, the “working tools” required to perform the janitorial services described in this RFP and shall maintain same in good working order and conditions.
- “Working tools” shall be based upon manufacturer’s recommended specifications if available, and may include but may not be limited to the following: buckets, dust pans, rubber gloves, squeegees, dust mops, wet mops, mop presses, bucketless mops, sweepers, dust cloths, floor dressings, chamois, wiping cloths, sponges, wall brushes, vacuum cleaners, auto scrubbers, buffing equipment, etc. unless more particular working tools are specifically identified for use in this RFP or required by manufacturer’s recommended specifications.
- An awarded vendor shall be responsible for all costs associated with damage to The City of Valley Center properties caused by its failure to follow manufacturer’s recommended specifications.

- **Scope of Services**

The Contractor shall furnish all labor, tools, equipment, and transportation required to perform janitorial services at the following facilities.

**1. Public Safety Building (616 E 5th)**

**Offices, Squad Room, Foyers, Lobby, Halls, Records & File Room,  
Interrogation Room, EMS Office, Break Room.  
Frequency: 2x per week (Monday and Thursday)**

1. All trash & recycle receptacles are to be emptied and trash & recycle removed to a collection point. Clean and wipe out with disinfectant.



2. Vacuum all carpeting. Spot clean carpets.
3. Clean and polish drinking fountain(s)/ water coolers.
4. Dust all horizontal surfaces, including cabinets, windowsills, chairs, tables, vents, mini blinds, pictures, refrigerator/freezer and all manner of furnishings in above named areas.
5. Damp wipe all horizontal surfaces.
6. Dust telephones and computer monitors.
7. Dust mop hard surface floors.
8. Damp mop hard surface floors with microfiber mop.
9. Damp wipe entrance metal, glass, and handles on doors inside and outside.
10. Spot clean partition glass.
11. Clean & dust desks only if cleared off.

**Restrooms (3-Men, Women, Records Rm.)**

**Frequency: 2x per week (Monday and Thursday)**

1. Stock towels, tissue and hand soap.
2. Empty sanitary napkin receptacles. Clean and wipe out with a disinfectant.
3. Empty trash receptacles. Clean and wipe out with disinfectant.
4. Dust partitions, vents, air grills, dispensers, tops of mirrors and frames.
5. Wipe paper towel dispenser covers, soap dispensers and cabinets.
6. Toilets and urinals to be cleaned and sanitized inside and outside.  
Polish bright work. Replace urinal screen 2x/mo. minimum or as needed.
7. Clean urinal partitions and adjacent wall areas with disinfectant wipe.
8. Toilet seats to be cleaned on both sides using a disinfectant.
9. Scour and sanitize all basins. Remove any calcium build up in toilet bowl.
10. Clean and polish mirrors.
11. Remove splash marks from walls around basins.
12. Wet mop and rinse restroom floors with neutral floor cleaner.
13. Damp wipe restroom doors and handles both inside and outside with disinfectant.

**Exercise Rm, Stairs, Basement**

**Frequency: 1x every other week (Monday)**

1. All trash & recycle receptacles are to be emptied and trash & recycle removed to a collection point. Clean and wipe out with disinfectant.
2. Vacuum all carpeting. Spot clean carpets.
3. Spot clean mirrors.
4. Dust machines.



5. Dust mop hard surface floors.
6. Damp mop hard surface floors with microfiber mop.
7. Dust handrails.

## **2. City Hall (121 S Meridian)**

**Offices, Foyers, Lobby, Halls, Conference Room, Council Room, Copier Room, Break Room.**

**Frequency: 1x per week (prefer weekends or weeknights after 10:00 PM).**

1. All trash & recycle receptacles are to be emptied and trash & recycle removed to a collection point. Clean and wipe out with disinfectant.
2. Vacuum all carpeting. Spot clean carpets.
3. Clean and polish drinking fountain(s)/ water coolers.
4. Dust all horizontal surfaces, including cabinets, windowsills, chairs, tables, vents, mini blinds, pictures, refrigerator/freezer and all manner of furnishings in above named areas.
5. Damp wipe all horizontal surfaces.
6. Dust telephones and computer monitors.
7. Dust mop hard surface floors.
8. Damp mop hard surface floors with microfiber mop.
9. Damp wipe entrance metal, glass, and handles on doors inside and outside.
10. Spot clean partition glass.
11. Clean & dust desks only if cleared off.

**Restrooms (4) 2 Men, 2 Women)**

**Frequency: 1x per week (prefer weekends or weeknights after 10:00 PM).**

1. Stock towels, tissue and hand soap.
2. Empty sanitary napkin receptacles. Clean and wipe out with a disinfectant.
3. Empty trash receptacles. Clean and wipe out with disinfectant.
4. Dust partitions, vents, air grills, dispensers, tops of mirrors and frames.
5. Wipe paper towel dispenser covers, soap dispensers and cabinets.
6. Toilets and urinals to be cleaned and sanitized inside and outside.  
Polish all bright work. Replace urinal screen 2x/mo. minimum or as needed.
7. Clean urinal partitions and adjacent wall areas with disinfectant wipe.
8. Toilet seats to be cleaned on both sides using a disinfectant.
9. Scour and sanitize all basins. Remove any calcium build up in toilet bowl.
10. Clean and polish mirrors.
11. Remove splash marks from walls around basins.
12. Wet mop and rinse restroom floors with neutral floor cleaner.
13. Damp wipe restroom doors and handles both inside and outside with disinfectant.



**Stairs(2) & Basement (finished area only)**

**Frequency: 1x every other week.**

1. All trash & recycle receptacles are to be emptied and trash & recycle removed to a collection point.
2. Vacuum all carpeting. Spot clean carpets.
3. Spot clean mirrors.
4. Dust machines.
5. Dust mop hard surface floors.
6. Damp mop hard surface floors with microfiber mop.
7. Dust handrails.

**3. Public Works (545 W Clay)**

**Offices, Halls, Conference Room, Break Room.**

**Frequency: 2x per week (weekend and on Tuesday after 4:30 PM)**

1. All trash & recycle receptacles are to be emptied and trash & recycle removed to a collection point. Clean and wipe out with disinfectant.
2. Vacuum all carpeting & floor mats (7). Spot clean carpets.
3. Clean and polish drinking fountain(s)/sinks.
4. Dust all horizontal surfaces, including cabinets, windowsills, chairs, tables, vents, mini blinds pictures, refrigerator/freezer and all manner of furnishings in above named areas.
5. Damp wipe all horizontal surfaces.
6. Dust telephones, copiers and computer monitors.
7. Sweep & dust mop hard surface floors.
8. Wet mop and rinse restroom floors with neutral floor cleaner.
9. Damp wipe entrance metal, glass, and handles on doors inside and outside.
10. Spot clean glass inside and outside.
11. Clean & dust desks only if cleared off.
12. Clean inside & outside of microwaves.
13. Damp wipe with disinfectant break/conference room tables and chairs.

**Restrooms (2 unisex) & Tub Sink.**

**Frequency: 2x per week (weekend and on Tuesday after 4:30 PM)**

1. Stock towels, tissue and hand soap.
2. Empty trash receptacles. Clean and wipe out with disinfectant.



3. Dust partitions, vents, air grills, dispensers, tops of mirrors and frames.
4. Wipe paper towel dispenser covers, soap dispensers and cabinets.
5. Toilets and urinals to be cleaned and sanitized inside and outside.
6. Polish bright work. Replace urinal screen 2x/mo. minimum or as needed.
7. Clean urinal partitions and adjacent wall areas with disinfectant wipe.
8. Toilet seats to be cleaned on both sides using a disinfectant.
9. Scour and sanitize all basins. Remove any calcium build up in toilet bowl.
10. Clean and polish mirrors.
11. Wet mop and rinse restroom floors with neutral floor cleaner.
12. Damp wipe restroom doors and handles both inside and outside with disinfectant.

#### **4. Community Center/Library (314 E Clay)**

**Entry, Lobby and Hallways.**

**Frequency: 7x per week after 11:00 PM**

1. All trash & recycle receptacles are to be emptied and trash & recycle removed to a collection point. Clean and wipe out with disinfectant.
2. Vacuum all carpeting. Spot clean carpets.
3. Clean and polish drinking fountain(s)/ water coolers.
4. Dust all horizontal surfaces, including cabinets, windowsills, chairs, tables, vents, mini blinds, pictures, refrigerator/freezer and all manner of furnishings in above named areas.
5. Damp wipe all horizontal surfaces.
6. Dust telephones and computer monitors.
7. Dust mop hard surface floors.
8. Damp mop hard surface floors with microfiber mop.
9. Damp wipe entrance metal, glass, and handles on doors inside and outside.
10. Spot clean partition glass.
11. Clean & dust desks only if cleared off.

**Community Center Restrooms (3- Men, Women, Family)**

**Frequency: 7x per week after 11:00 PM**

1. Stock towels, tissue and hand soap.
2. Empty sanitary napkin receptacles. Clean and wipe out with a disinfectant.
3. Empty trash receptacles. Clean and wipe out with disinfectant.
4. Dust partitions, vents, air grills, dispensers, tops of mirrors and frames.
5. Wipe paper towel dispenser covers, soap dispensers and cabinets.



6. Toilets and urinals to be cleaned and sanitized inside and outside.
7. Polish bright work. Replace urinal screen 2x/mo. minimum or as needed.
8. Clean urinal partitions and adjacent wall areas with disinfectant wipe.
9. Toilet seats to be cleaned on both sides using a disinfectant.
10. Scour and sanitize all basins. Remove any calcium build up in toilet bowl.
11. Clean and polish mirrors.
12. Remove splash marks from walls around basins.
13. Wet mop and rinse restroom floors with neutral floor cleaner.
14. Damp wipe restroom doors and handles both inside and outside with disinfectant.

**Kitchen: 3x per Week – Monday, Wednesday, Friday after 11pm.**

1. All trash & recycle receptacles are to be emptied and trash & recycle removed to a collection point.
2. Sweep hard surface floors.
3. Wet mop hard surface floors using neutral floor cleaner.
4. Clean and damp wipe tables and chairs with disinfectant.
5. Clean microwave (s) (interior and exterior).
6. Spot clean walls near trash receptacles.
7. Empty trash receptacles. Clean and wipe with disinfectant.
8. Damp wipe counter tops, kitchen hoods, and refrigerator/freezer including tops.
9. Scour and sanitize sinks using disinfectant.
10. Polish all bright work, including sinks, freezer, fridge, ice machine, stove, stainless steel surfaces and appliances.
11. Damp wipe entrance metal, glass, and handles on doors inside and outside.

**Library, Library Office, Workroom, Library Restroom**

**Frequency: 2x per week - Wednesday after 6:00 PM and Saturday after 1:00 PM or any time Sunday.**

1. All trash & recycle receptacles are to be emptied and trash & recycle removed to a collection point.
2. Dust mop hard surface floors.
3. Damp mop hard surface floors with microfiber mop.
4. Vacuum all carpeting. Spot clean carpets.
5. Wipe down tables and chairs in library.
6. Damp wipe and dust all horizontal surfaces, including, bookshelves, desktops, cabinets, windowsills, chairs, tables, pictures, mini blinds and all manner of furnishings in above named areas.



7. Dust telephones and computer monitors.
8. Damp wipe entrance metal, glass, and handles on doors inside and outside.

**Community Rooms (Cottonwood, Sunflower, Meadowlark)**

**Frequency: 3x per week Monday, Wednesday, Friday after 11pm.**

1. All trash & recycle receptacles are to be emptied and trash & recycle removed to a collection point. Clean and wipe out with disinfectant.
2. Dust all horizontal surfaces, including cabinets, windowsills, chairs, tables, vents, mini blinds, pictures and all manner of furnishings in above named areas.
3. Damp wipe all horizontal surfaces.
4. Dust mop hard surface floors.
5. Damp mop hard surface floors with microfiber mop.
6. Damp wipe entrance metal, glass, and handles on doors inside and outside.
7. Spot clean windows and door glass.
8. Spot clean walls.
9. Damp wipe folding tables and chairs with disinfectant.

**Senior Coordinator Office, Bison Room: 1x per week – Friday or Weekend after 11pm.**

1. All trash & recycle receptacles are to be emptied and trash & recycle removed to a collection point. Clean and wipe out with disinfectant.
2. Vacuum all carpeting. Spot clean carpets.
3. Dust all horizontal surfaces, including cabinets, windowsills, chairs, tables, vents, mini blinds, pictures, refrigerator/freezer and all manner of furnishings in above named areas
4. Damp wipe all horizontal surfaces.
5. Dust telephones and computer monitors.
6. Damp wipe entrance metal, glass, and handles on doors inside and outside.
7. Spot clean partition glass.
8. Clean & dust desks only if cleared off.

**Scheduled Rentals (Cottonwood, Sunflower, Combined Cottonwood & Sunflower, Meadowlark Rooms).- Clean following each rental.**

1. Two hours for cleaning will be allotted between rentals when they are scheduled back to back.



2. Rentals require cleaning after each event. Contractor will be notified in advance via email 2x weekly of upcoming rentals.
3. Rentals include cleaning of restrooms, common areas and include kitchen when applicable to room rented.

## Other Services

### 1. **Window cleaning inside and outside - Every Other Month.**

- Public Safety
- City Hall
- Community Center/Library
- Public Works

### 2. **Carpet Cleaning & Extraction**

- Public Safety - 1x Annually
- City Hall - 1 x Annually
- Community Center/Library - 2x per year (April & October)
- Public Works - 2x Annually (April & October)

### 3. **Floor Cleaning**

#### **Public Safety Building – Foyer, Restrooms (3), Offices, Break room.**

- Strip & wax VCT floors - 1x Annually
- Auto scrub tile with neutral floor cleaner and deep clean grout. – monthly

#### **City Hall – Foyer, Restrooms (4) - 4x Annually**

- Auto scrub tile with neutral floor cleaner and deep clean grout.
- Auto scrub vinyl flooring.- using neutral floor cleaner.

#### **Community Center/Library – Foyer, Kitchen & Restrooms – Monthly**

- Auto scrub tile with neutral floor cleaner and deep clean grout.

#### **Community Center/Library - Cottonwood, Sunflower Rooms – Monthly**



- Auto scrub vinyl flooring.- using neutral floor cleaner.

**Public Works – Halls, Break Room, Restrooms – 2x Monthly**

- Auto scrub vinyl flooring.- using neutral floor cleaner.

**Addendum Include**

- Proposal Submission Form
- Proposal Summary & Contract Agreement
- Floor Plans – Public Safety Building
- Floor Plan - City Hall
- Floor Plan - Community Center/Library
- Floor Plan - Public Works

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### **III. Contractor Responsibilities**

- Ensure work is completed to professional janitorial standards.
- Ensure staff are trained and knowledgeable of janitorial cleanings standards and cleaning schedules.
- Ensure all staff are uniformed and carry proper identification.
- Ensure that new staff hired after the commencement of this contract are approved through the City's background check process first before working at any city facilities listed in this agreement.
- Timely response to resolve complaints and issues.



- Notify the City of Valley Center when cleaning supplies need to be replenished and provide City of Valley Center with enough advance notice that cleaning supplies shall at no time be completely exhausted.
- Notify city staff contact person(s) of any maintenance issues (e.g., leaks, access or alarm issues, lighting issues, etc.).
- Maintain janitorial closets in orderly and sanitary condition..
- Comply with safety, security, and confidentiality policies as outlined by the City.
- An awarded vendor shall coordinate with City of Valley Center to activate and deactivate its security system to gain access to perform services under this RFP. Staff of an awarded vendor shall use best efforts not to set off the alarm system, and the night crew shall at all times maintain the security of the facility by arming the system prior to completing their shift and securing all doors and access points. Staff of an awarded vendor shall refrain from propping doors open and shall work behind locked and secured doors at all times.
- An awarded vendor shall maintain a safety program which will include the training of its staff on all necessary safety precautions in the performance of their duties, including but not limited to the management and use of hazardous chemicals/materials and cleaning supplies and the operation of all tools and equipment related thereto.
- Staffs of an awarded vendor shall not be accompanied by acquaintances, family members or any other person while performing services at a City of Valley Center facility.
- City of Valley Center shall evaluate an awarded vendor and report any failures to perform within 48 hours of failure to an awarded vendor. An awarded vendor must quickly and efficiently manage service requests made by the city. City of Valley Center will notify the personnel designated by an awarded vendor with any complaint or service request via email or text. Urgent requests will be acted upon immediately.

## IV. Contractor Performance

- Minor problems require correction during the next day's normal clean up. Examples of minor problems include, but are not limited to, trash can not emptied, a small area not vacuumed, empty toilet paper in one stall, etc.



- Major problems require immediate attention and shall be responded to and corrected within four hours of notification. Examples of major problems include, but are not limited to, not stocking sufficient paper products in large areas, offices not cleaned, trash not removed, or spills not cleaned up. The Director of Parks & Public Buildings or designee shall have the authority to classify a complaint as major or minor. Corrections to major and/or minor problems shall be at no additional cost to the City.
- Each proposal shall provide emergency contact information for notification of major problems or emergency situations where immediate attention is required.
- Failure by the contractor to respond to specific complaints as stated above, as well as preventing continuing occurrences of such complaints, may result in deductions of invoiced payments or termination of this contract agreement. Proof of performance and adherence to specifications shall be the responsibility of the contractor.
- In the event the contractor fails to perform any of the obligations required of the contractor or to provide the required custodial maintenance services in a good workmanlike manner, the City of Valley Center, KS may suspend payment to the contractor and also reserve the right to terminate the contract at any time due to poor performance.
- When legitimate complaints of unsatisfactory services are received from a City representative regarding a building, a formal written complaint will be issued to the vendor. The formal written complaint will detail the non-compliance issues to be addressed. The vendor shall correct the issues detailed within the written complaint within 24 hours. Any written complaint that is not resolved within 24 hours may result in a 15% penalty being assessed. The 15% penalty shall apply to the monthly amount for services charged for the building issuing the complaint.

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## V. Proposal Requirements

Each proposal must include:

- **Proposal Submission Form** (see Addendum)

**And the following:**



- **Company Profile:**
  - Background and years in business.
  - Experience with similar governmental or municipal clients.
  - Client references (minimum of three).
  
- **Detailed Work Plan:**
  - Ability to meet proposed schedule.
  - Description of cleaning methods.
  
- **Budget Proposal:**
  - Itemized pricing for monthly cleaning at each facility.
  - Itemized pricing for: window cleaning, floor scrubbing, floor buffing, floor strip & wax, carpet cleaning & extraction.
  - Itemized pricing for special or emergency cleaning requests.
  - Rates for cleaning after rentals at the community center. Each rental includes common areas, restrooms and includes kitchen when applicable to room rented.
    - Meadowlark Room
    - Cottonwood Room
    - Sunflower Room – includes kitchen.
    - Combined Sunflower & Cottonwood Room – includes kitchen.
  
- **Quality Assurance Program:**
  - Methods for ensuring and monitoring service quality.
  - Approach for addressing service complaints or deficiencies
  
- **Organizational Chart:**
  - Names and qualifications of supervisory personnel assigned to this contract.

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## VI. Invoicing and Payment

- An awarded vendor shall submit itemized and separate invoices to each City of Valley Center site for services on a monthly basis.
  
- Invoices shall be submitted electronically to [apark@valleycenterks.gov](mailto:apark@valleycenterks.gov) and [parks@valleycenterks.gov](mailto:parks@valleycenterks.gov)



- Invoices shall provide a breakdown of the services performed as a separate line item for monthly janitorial service. The invoice amount shall include rates which match the proposal submitted by an awarded contractor.
- Payment of invoices shall be net 30 days.
- Invoices shall be free of all state and local tax.
- An awarded vendor shall provide City of Valley Center with a copy of its most recent W-9 and evidence of insurance prior to the commencement of services.
- An awarded vendor shall be responsible for any lost keys provided by the City of Valley Center, including the costs of replacement. Additionally, a charge of twenty-five dollars (\$25.00) shall be assessed against an awarded vendor for each lost key. In the event a lost key jeopardizes the security of any City of Valley Center campus, an awarded vendor shall be responsible for all costs associated with re-keying or reprogramming the building security. Costs associated with lost keys and security shall be deducted by City of Valley Center from subsequent month's billing.
- Adjustments to the monthly amount due to the awarded vendor may be made if: (i) the total amount of space to be cleaned decreases because space currently used is vacated or is under extensive repair or alteration during the term of this RFP, or the total amount of space to be cleaned increases because space currently used is expanded.

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## VII. General Agreement Terms

- This RFP/Agreement, exhibits, and attachments constitute the entire agreement between City of Valley Center and the awarded vendor, and may not be changed, extended orally, or altered by course of conduct. No other agreements will be signed by the City of Valley Center.
- Each party to this Agreement represents and warrants to the other that: (a) it has the right, power and authority to enter into and perform its obligations under this Agreement and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Agreement, and (c) this Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.



- Any silence, absence, or omission from the Agreement specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and all materials, workmanship, and services rendered shall be of a quality that would normally be specified by the City of Valley Center.
- No course of dealing or failure of City of Valley Center to enforce strictly any term, right, or condition of this Agreement shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this Agreement shall operate as a waiver of any other term, right, or condition.
- Throughout the Term of the Agreement and each renewal Term, if applicable, an awarded vendor shall obtain and maintain all applicable licenses, permits, and certifications required by federal, state, and local law.
- It is further agreed between City of Valley Center and the awarded vendor that the exhibits, attachments, and clauses attached and designated are hereby in all respects made a part of this Agreement.
- An awarded vendor agrees to at all times during the term of the Agreement comply with all laws, rules and regulations, both federal, state and local, as well as any additions or amendments to such laws and regulations (collectively referred to as the "Laws").
- To the fullest extent permitted by law, an awarded vendor agrees to indemnify, defend, and hold harmless City of Valley Center and its respective agents, officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages, or penalties, including, without limitation, reasonable defense costs, and reasonable legal fees, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful, or otherwise) by the awarded vendor, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the awarded vendor or its employees, agents or subcontractors to comply with any Laws applicable to the performance of the Services; (iii) any breach of this Agreement, including, without limitation, any representation or warranty provided by the awarded vendor herein; (iv) any employment actions of any nature or kind including but not limited to, workers compensation, or labor action brought by any employee of the awarded vendor; or (v) any identity breach or infringement of any copyright, trademark, patent, or other intellectual property right.



- Indemnification. The awarded vendor shall defend and indemnify the City of Valley Center, its directors, officers, and staff from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs, and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to or result from any act or omission of the awarded vendor.
- All and any notice to the parties, as herein required, shall be given in writing, by overnight mail, at the addresses referenced in this RFP and the Vendor Questionnaire.
- During the term of this Agreement, and for a period of two (2) years following the termination of this Agreement, City of Valley Center shall not hire or employ any staff of an awarded vendor. If City of Valley Center breaches this non-solicitation provision, the parties agree that injunctive relief would be appropriate remedy for such breach.

## VIII. Evaluation Criteria

**Proposals will be evaluated based on:**

- Experience and qualifications.
- References and performance history.
- Cost competitiveness and value.
- Proposed work plan details and understanding of City needs.
- Quality control and management approach.

### Reservation of Rights

- Reject any or all proposals.
- Waive any informalities or irregularities.
- Award the contract in the best interest of the City.
- Negotiate with the selected firm prior to final contract execution.

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## IX. Pre-Proposal Meeting Notice

### Mandatory Pre-Proposal Meeting and Facility Tour



All interested bidders are required to attend a **mandatory pre-proposal meeting and facility tour** to gain a full understanding of the service requirements and facility conditions.

**Date:** Thursday, May 29th

**Time:** 8:30 AM CST

**Location:** Community Center/Library Building 316 E. Clay, Valley Center, KS.

**Purpose:**

- Review RFP specifications
- Tour all facilities included in the scope of services
- Provide clarification on any questions related to the RFP

**Requirements:**

- Attendance is mandatory for proposal consideration.
- Bring a copy of the RFP document and any preliminary questions.

**RSVP:** Please confirm attendance by May 28th, 2025 5pm CST to Neal Owings at [parks@valleycenterks.gov](mailto:parks@valleycenterks.gov)

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## X. Important Dates Summary

### Timeline

- Proposal available to public. May 21<sup>st</sup>, 2025
- RSVP: Please confirm attendance by May 28th, 2025 5pm CST to Neal Owings at [parks@valleycenterks.gov](mailto:parks@valleycenterks.gov)
- MANDATORY Pre-Proposal meeting/walk-thru – 8:30AM CST May 29, 2025
- Last day to submit proposal questions due. Wednesday, June 4th, 2025
- Proposal Submissions Due by 10:00AM CST – Monday, June 16th, 2025
- Contract Awarded on or before July 1st, 2025.
- Commencement of Services for Awarded Bidder – 12AM, July 7<sup>th</sup>, 2025.



## Proposal Submission Form

### City of Valley Center Custodial Services

1. **Full Company Name** \_\_\_\_\_
2. **Address** \_\_\_\_\_
3. **Phone (Office)** \_\_\_\_\_ **(Cell)** \_\_\_\_\_
4. **Years in Business** \_\_\_\_\_
5. **Insurance Certificates Attached? Yes / No**
6. **References Attached? Yes / No**
7. **Applicant must include all items listed in Proposal Requirements, section V.**

**Public Safety-616 E 5<sup>th</sup>**      \$ \_\_\_\_\_ /month

**Public Works-545 W Clay**      \$ \_\_\_\_\_ /month

**City Hall-121 S Meridian**      \$ \_\_\_\_\_ /month

**Community Center-314 E Clay**      \$ \_\_\_\_\_ /month

**Total Annual Cost (All Facilities Combined): \$ \_\_\_\_\_**

**Authorized Representative Signature** \_\_\_\_\_

**Printed Name and Title** \_\_\_\_\_

**Date** \_\_\_\_\_



## **PROPOSAL SUMMARY & CONTRACT AGREEMENT FOR CUSTODIAL SERVICES FOR THE CITY OF VALLEY CENTER, KS.**

This document contains a proposal solicitation for the furnishing of janitorial services for the period beginning July 7<sup>th</sup>, 2025 and ending May 31st, 2028, and sets forth the terms and conditions applicable to the procurement. Upon acceptance, this document shall constitute the Contract between the awarded vendor and the City of Valley. An awarded vendor shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the proposal solicitation/Agreement.

Pricing for Janitorial Services described in this RFP are quoted on the Janitorial RFP Pricing Sheet

submitted with an awarded vendor's proposal, which is incorporated herein by reference.

Vendor Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Authorized Vendor Name \_\_\_\_\_

Title \_\_\_\_\_

Authorized Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_

### **ACCEPTANCE OF AGREEMENT**

**City of Valley Center**

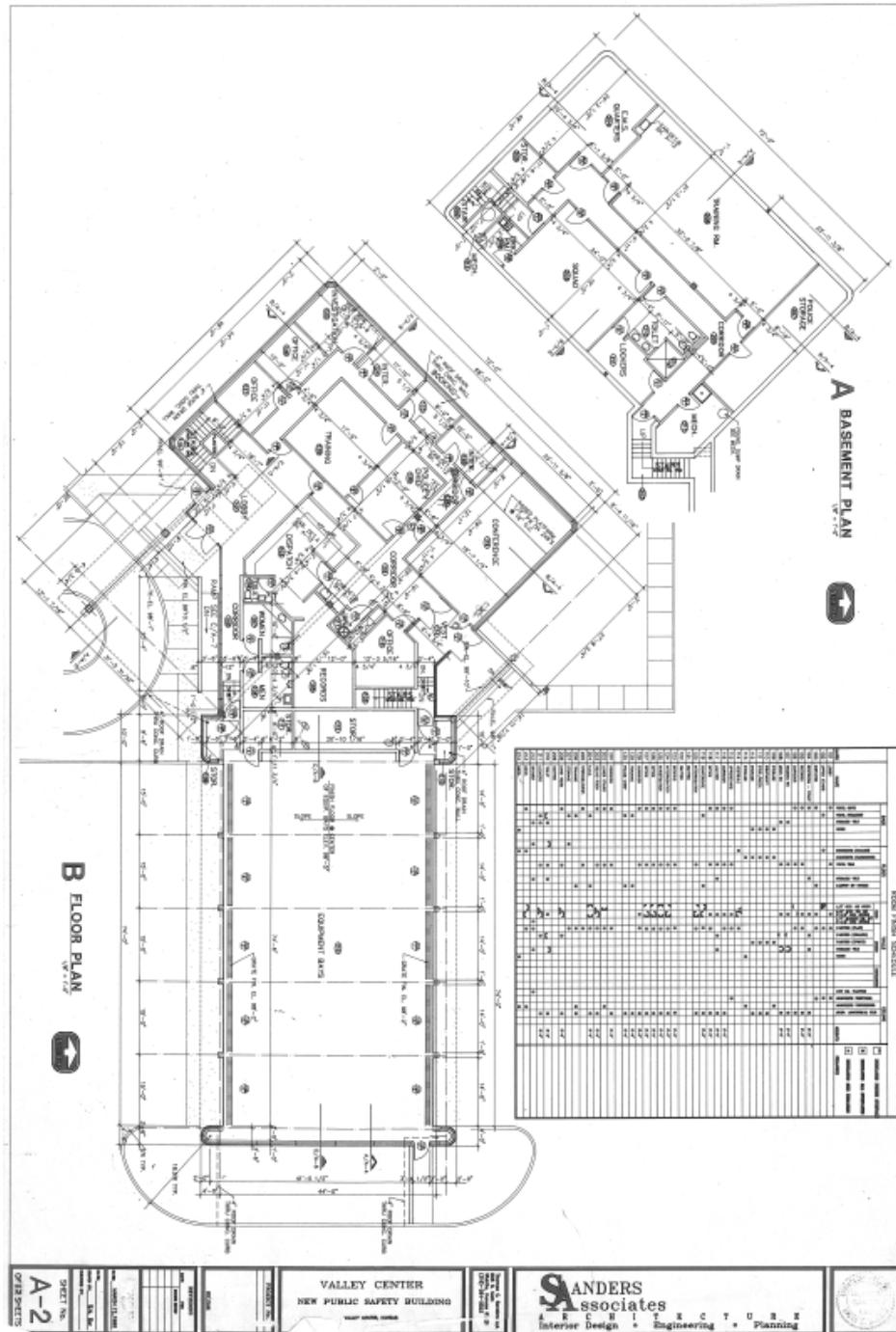
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**Signature of Authorized Representative**  
\_\_\_\_\_  
**Date**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Title**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

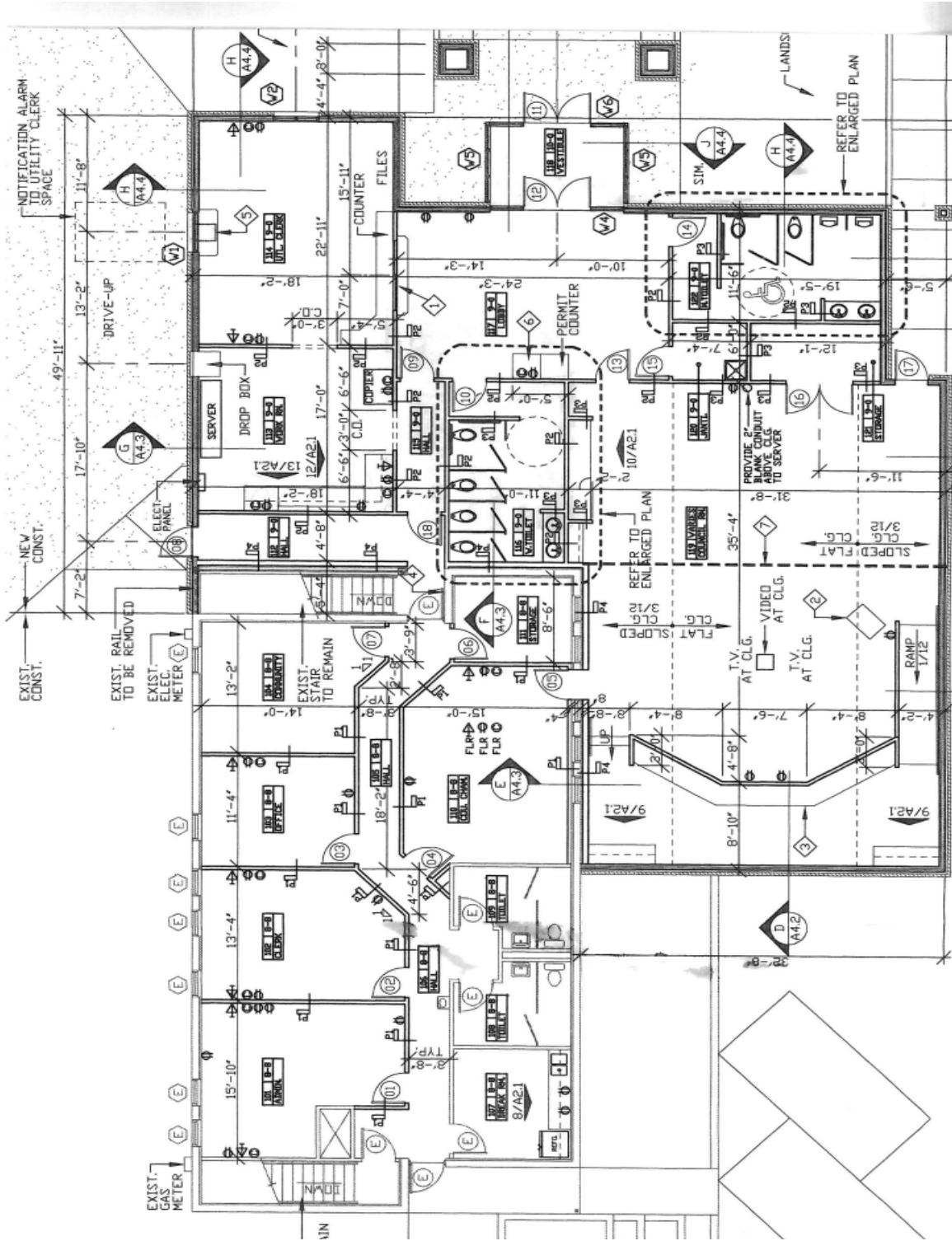


## **Public Safety Building - 616 E. 5<sup>th</sup> Street**



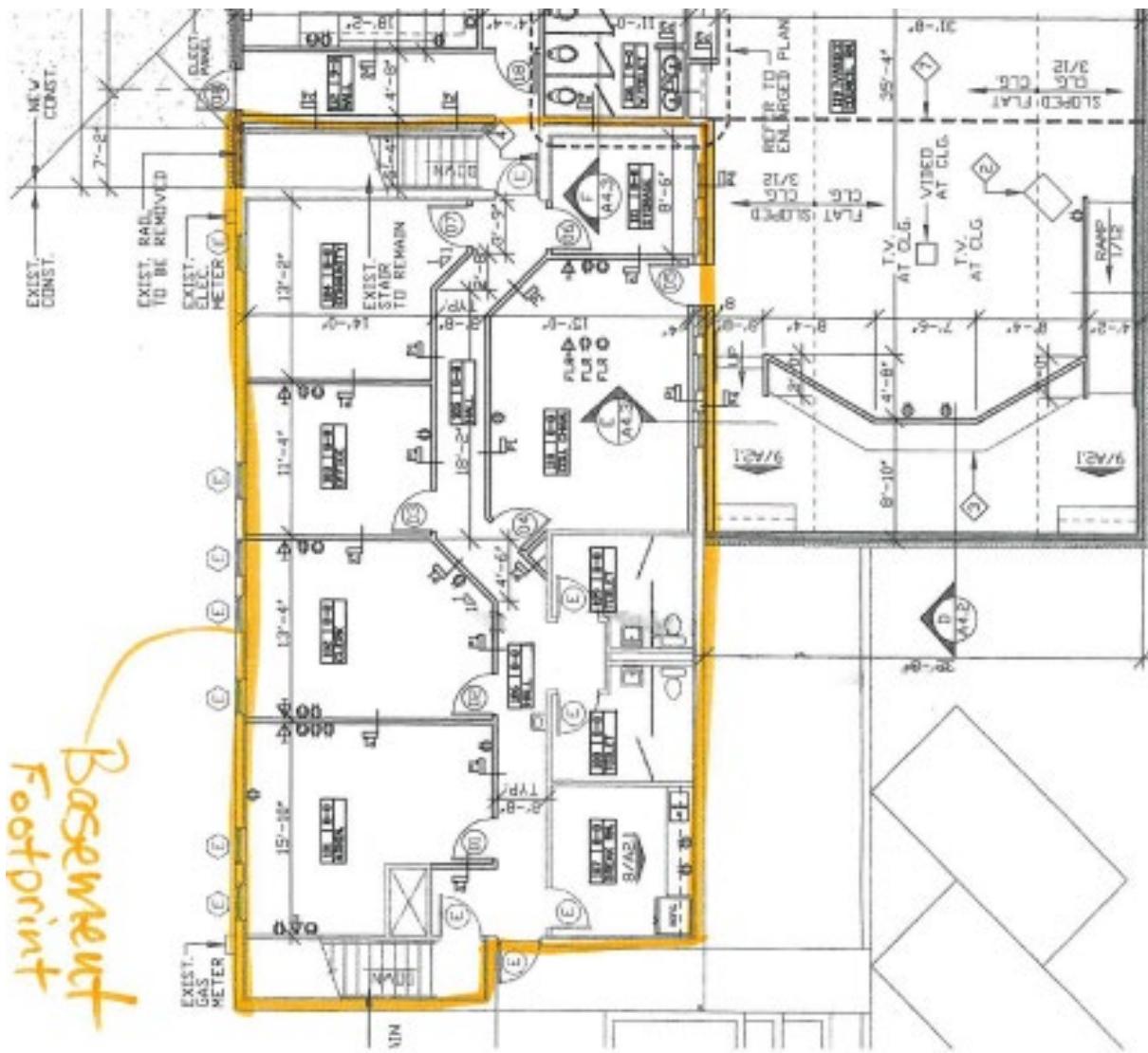


## **City Hall - 121 S. Meridian - Up Stairs**



# DISCOVER Valley Center

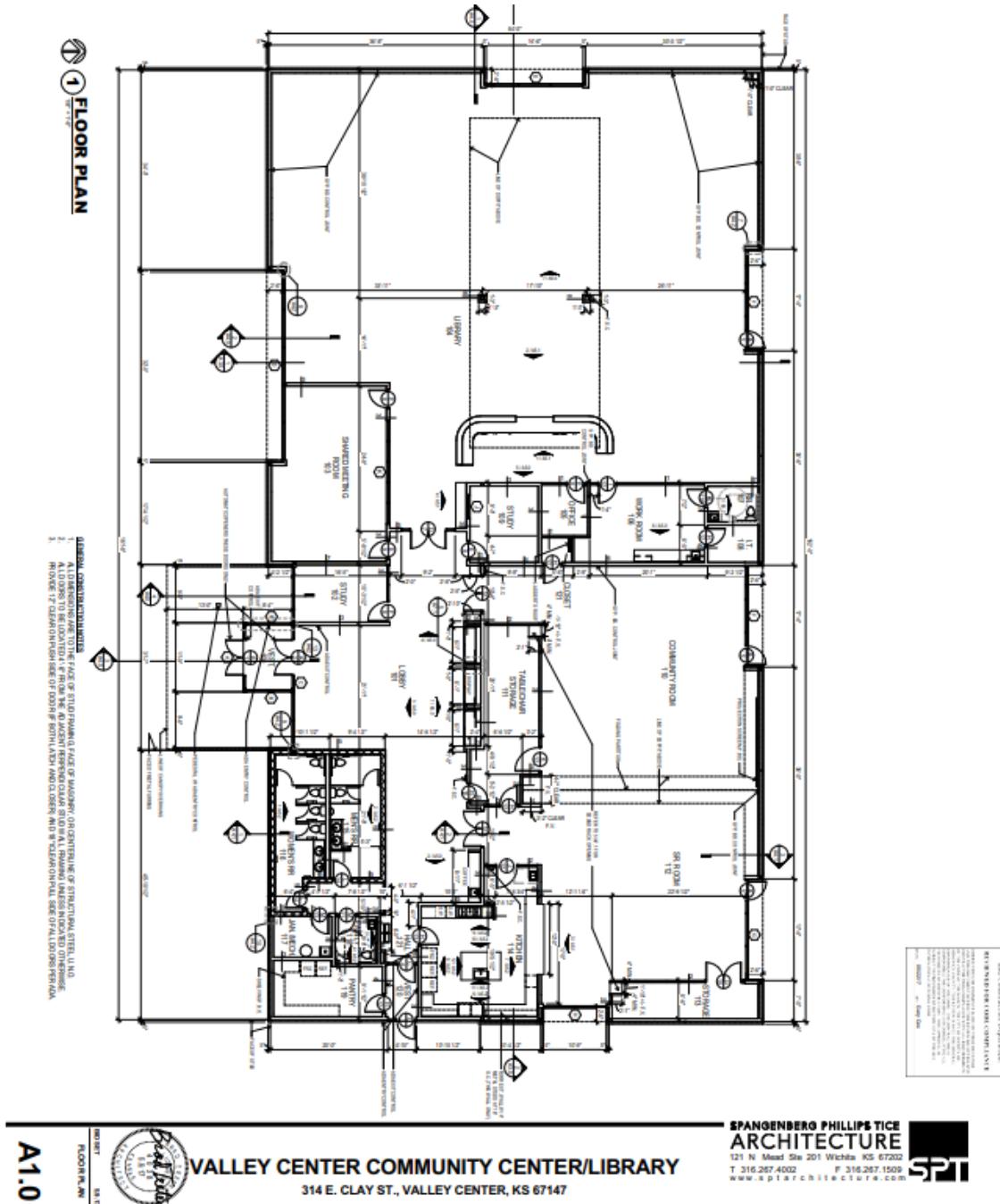
## **City Hall - 121 S. Meridian – Basement**



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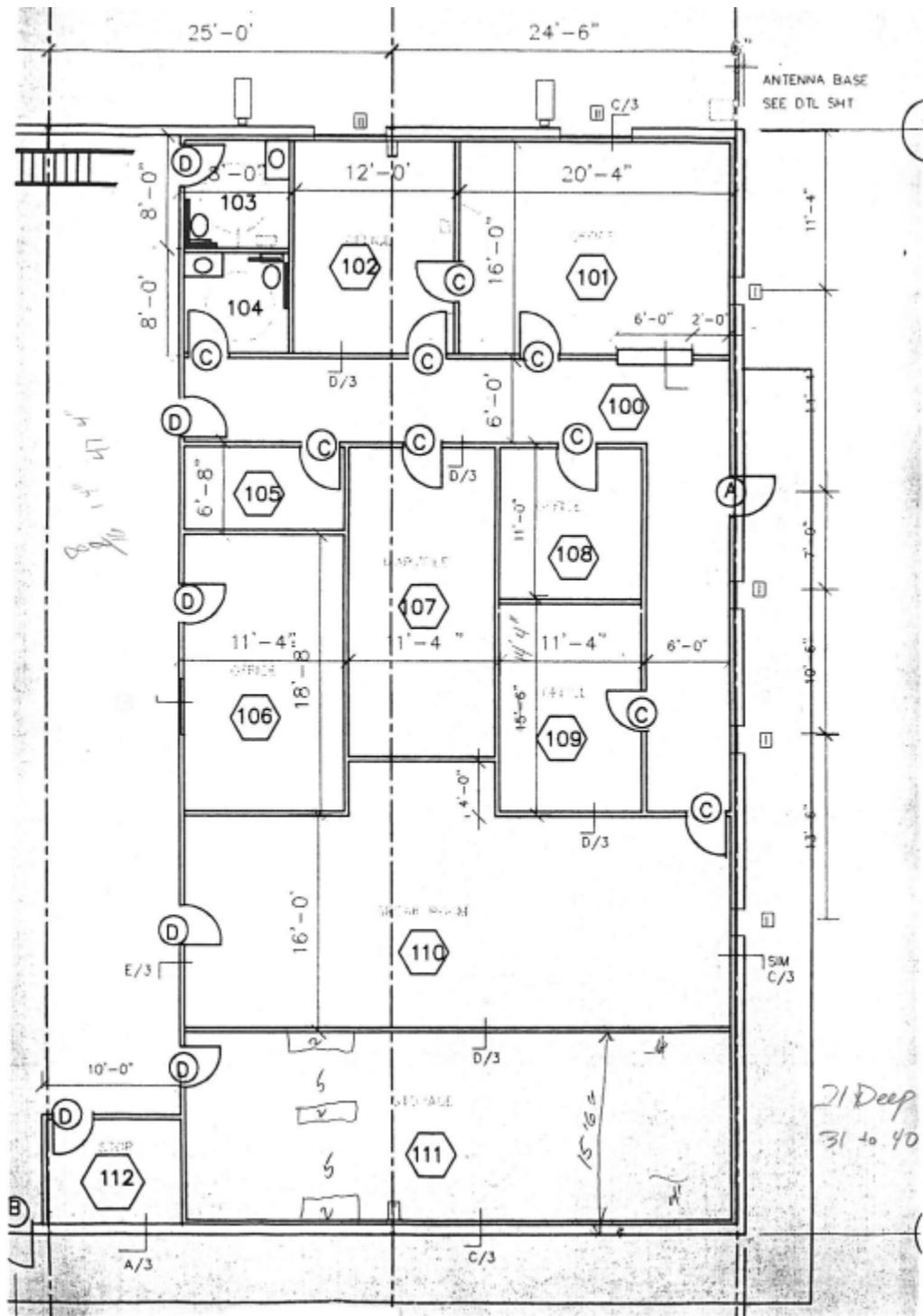


## Community Center/Library - 316 E. Clay



DISCOVER  
*Valley Center*

Public Works – 545 W. Clay



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

**E. APPROVAL OF RFP-CUSTODIAL SERVICES:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommend approval of RFP and authorize the solicitation of bids for custodial services.**

## **NEW BUSINESS**

### **F. USD 262 UPDATED EASEMENTS:**

Community Development Director Fiedler will present and request approval of vacation and establishing a new utility easement for the water main located at the Valley Center High School property.

- Staff Memo
- Legal description
- Drawing
- Easement map



May 20<sup>th</sup>, 2025

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

***Subject: Easement Vacation and Establish New Easement***

## **BACKGROUND**

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As part of the bond project, USD 262 is planning to add a Supplemental Learning Center on the Valley Center High School Campus. Where they would like to place the building is on top of a current water main and easement. Baughman, the engineer on the school project is proposing vacating the current easement, establishing a new easement and relocating the waterline into the new easement.

## **RECOMMENDATION**

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Staff recommend approval of the vacation and establishing a new utility easement for the water main on USD 262 property.

Sincerely, Kyle Fiedler, Community Development Director

**EXHIBIT**  
**Part of Lot 1, Block A**  
**USD 262 Addition**  
**Valley Center, SEDGWICK COUNTY, KANSAS**

*State of Kansas*

)

*USD 262*  
*May 06, 2025*

*County of Sedgwick*

)

*We, Baughman Company, P.A., Surveyors in aforesaid county and state do hereby certify that, under the supervision of the undersigned, we did on this 6th day of May, 2025, perform a survey of the following:*

**USD 262 Utility Esm't - VACATION DESCRIPTION**

*That part of Lot 1, Block A, U.S.D. 262 Addition, Sedgwick County, Kansas described as commencing at the SW corner of said Lot 1; thence S87°52'53"E along the south line of said Lot 1, 409.71 feet; thence N02°07'07"E, 302.63 feet; thence N07°04'21"W, 0.12 feet; thence N90°00'00"E, 447.44 feet; thence N00°00'00"E, 197.84 feet; thence N10°05'56"E, 169.55 feet; thence N05°44'55"E, 0.69 feet; thence N90°00'00"W, 64.80 feet to the point of beginning; thence S00°00'00"W, 10.00 feet to a point in the south line of an Easement recorded at the Sedgwick County Register of Deeds office at Doc.#/Flm-Pg: 29068986; thence N89°59'57"W coincident with the south line of said Easement, 274.00 feet; thence N00°00'00"E, 20.00 feet to a point in the north line of said Easement; thence S89°59'57"E coincident with the north line of said Easement, 274.00 feet; thence S00°00'00"W, 10.00 feet to the point of Beginning.*

*Subject property contains 5,480.0 square feet, or 0.13± acres.*

**USD 262 Utility Esm't - DESCRIPTION**

*That part of Lot 1, Block A, U.S.D. 262 Addition, Sedgwick County, Kansas described as commencing at the SW corner of said Lot 1; thence S87°52'53"E along the south line of said Lot 1, 409.71 feet; thence N02°07'07"E, 302.63 feet; thence N07°04'21"W, 0.12 feet; thence N90°00'00"E, 447.44 feet; thence N00°00'00"E, 197.84 feet; thence N10°05'56"E, 169.55 feet; thence N05°44'55"E, 0.69 feet; thence N90°00'00"W, 64.80 feet; thence S00°00'00"W, 10.00 feet to a point in the south line of an Easement recorded at the Sedgwick County Register of Deeds office at Doc.#/Flm-Pg: 29068986 and to the point of beginning; thence S89°59'57"E, coincident with the south line of said Easement, 10.00 feet; thence N90°00'00"E, coincident with the south line of said Easement, 10.00 feet; thence S00°00'00"W, 57.50 feet; thence N89°59'57"W, 314.00 feet; thence N00°00'00"E, 57.50 feet to a point in the south line of said Easement; thence S89°59'57"E coincident with the south line of said Easement, 20.00 feet; thence S00°00'00"W, 37.50 feet; thence S89°59'57"E, 274.00 feet; thence N00°00'00"E, 37.50 feet to the point of beginning.*

*Subject property contains 7,780.0 square feet, or 0.18± acres.*

*The accompanying sketch is a true and correct exhibit of said survey based on actual field measurements where the monuments are of the character and occupy the positions as indicated.*

EXHIBIT

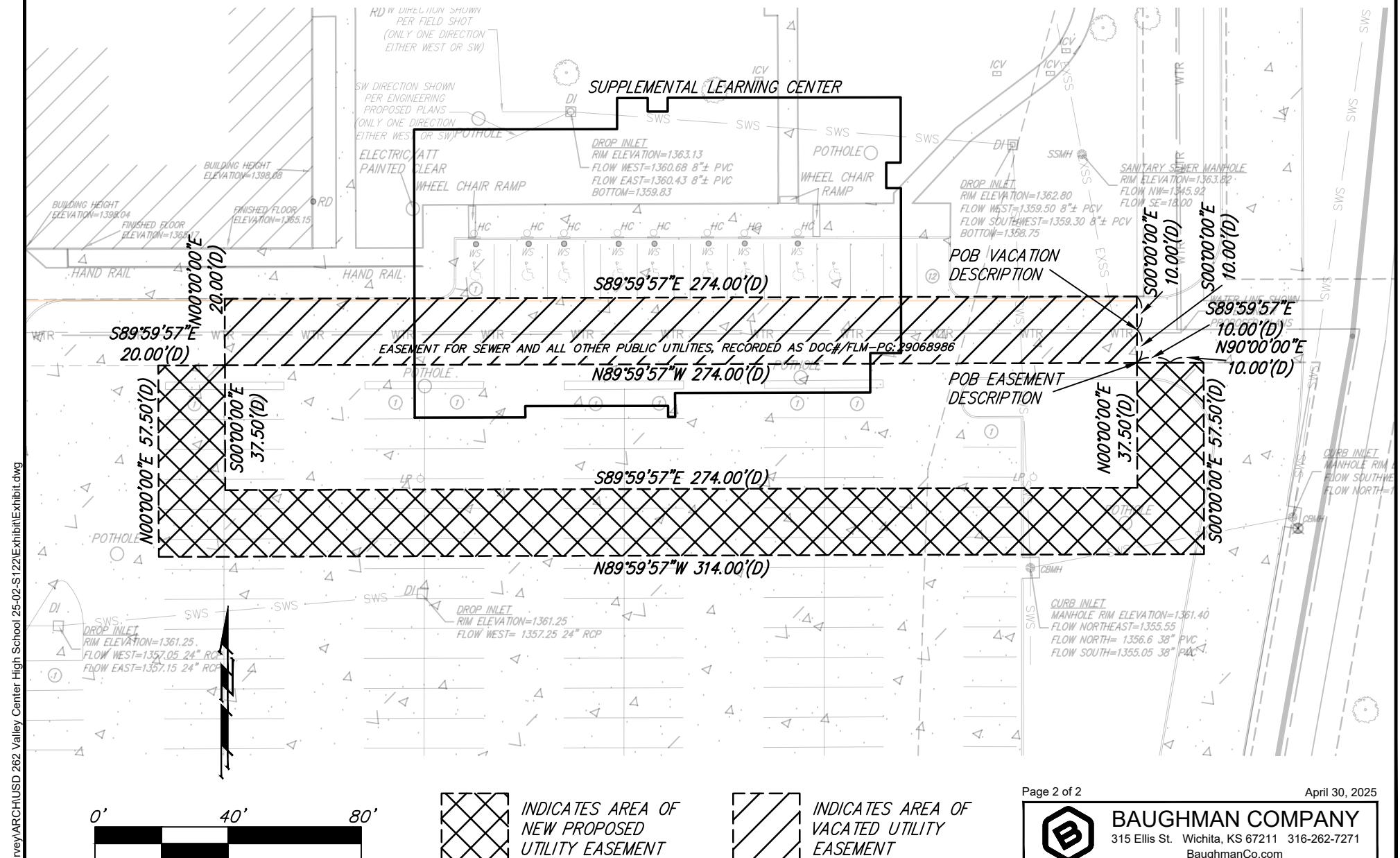
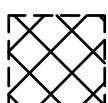
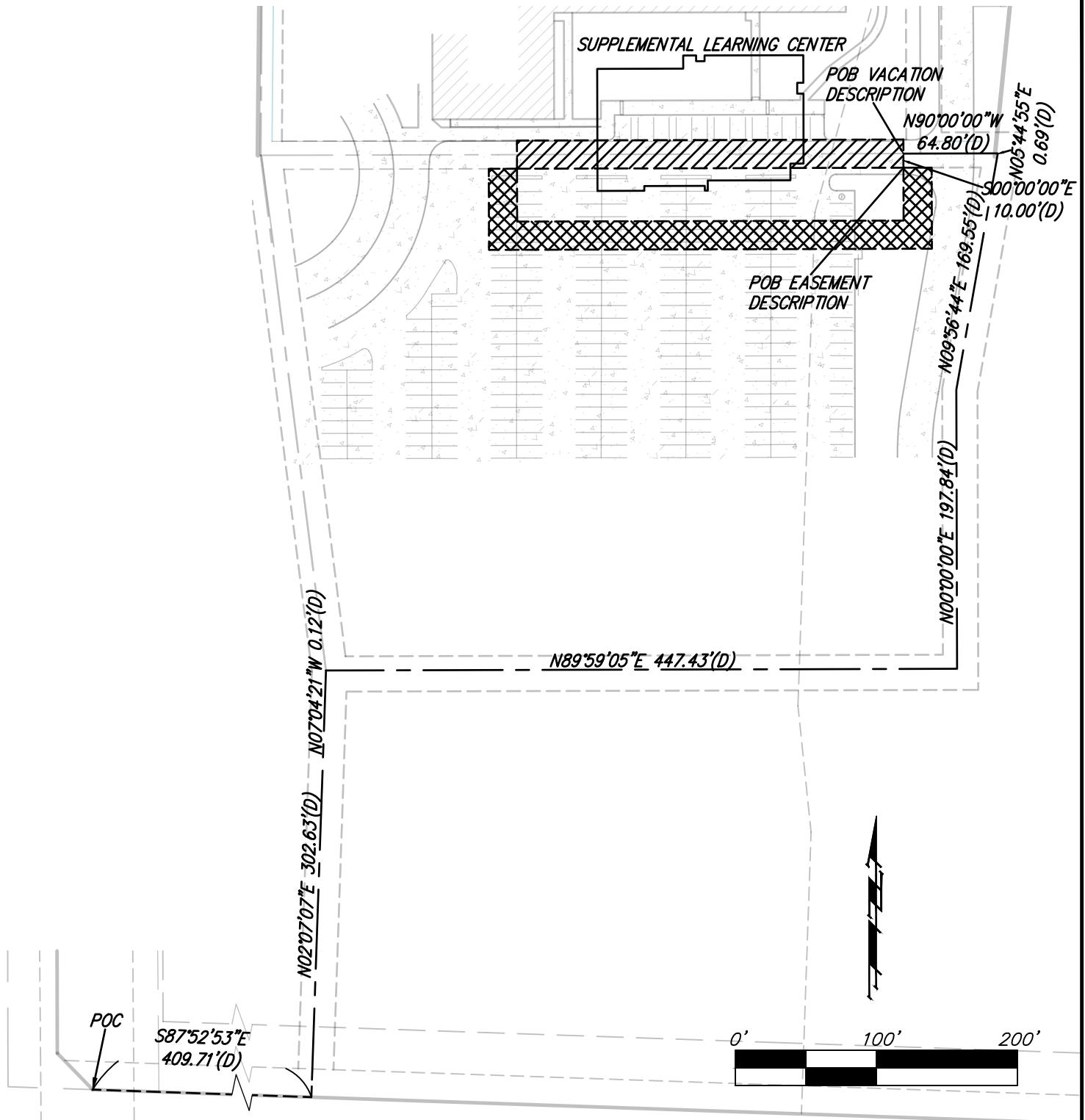
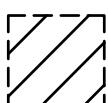


EXHIBIT  
**Part of Lot 1, Block A  
 USD 262 Addition  
 Valley Center, SEDGWICK COUNTY, KANSAS**



INDICATES AREA OF  
 NEW PROPOSED  
 UTILITY EASEMENT



INDICATES AREA OF  
 VACATED UTILITY  
 EASEMENT

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

**F. EASEMENT VACATION AND ESTABLISH NEW EASEMENT:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommend motion to approve vacation and establish a new utility easement for the water main at the high school on USD 262 property.**

**NEW BUSINESS**

**G. CHANGE ORDER: HARVEST PLACE RCP EXTENSION:**

Samatha Greeb with SEH will present change order #6 for Harvest Place. This is for extension of re-enforced concrete pipe for new entrance. Amount not to exceed \$34,108.00

- Change Order cover Letter
- Mies Construction



Building a Better World  
for All of Us®

## CHANGE ORDER

CITY OF VALLEY CENTER  
OWNER

5/20/2025

OWNER'S PROJECT NO.

DATE

HARVEST PLACE

1

PROJECT DESCRIPTION

CHANGE ORDER NO.

VALCT 181166 71.50

SEH FILE NO.

*The following changes shall be made to the contract documents:*

*Description:*

POND C OUTLET CHANGES: ADJUSTMENT OF STRUCTURE C OUTLET-1 PER NEW PLAN \$1,500.00, CONSTRUCT 36" ROUND EQUIVALENT RCP (\$48,620.00), CONSTRUCT 5' DIA PRECAST STORM SEWER MANHOLE (\$12,485.00), FLOWABLE FILL (\$6,875.00) TOTAL: (\$66,480.00)  
36" RCP EXTENSION: EARTHWORK \$2,500.00, STAKING \$500.00, CONSTRUCT 36" RCP \$80,698.00, REMOVE & RESET 36" RCP FES \$11,390.00, FLOWABLE FILL \$5,500. TOTAL: \$100,588.00  
UPGRADE FROM 12" CMP CULVERT TO 18" CMP CULVERT. TOTAL: \$334.00  
ADDITIONAL CART CROSSING: 18" CMP CULVERT \$2,982.00, RIP RAP \$772.00. TOTAL:\$3,754.50

*Purpose of Change Order:*

Upgrade from 12" to 18" CMP for cart path crossings as 18" was preference in pipe for crossings and unit price was similar.

Outlet changes and RCP extension were driven by design changes as we began design of phase 2 to avoid crossings with other utilities. We were able to shorten the pipe and avoided a structure.

Additional cart path crossing requested by Valley Center golf course.

*Basis of Cost:*  *Actual*  *Estimated*

*Attachments (list supporting documents)*

MIES CHANGE ORDER REQUEST

**Contract Status**

Original Contract

Time

Cost

\_\_\_\_\_ - \$3,377,688.43

Net Change Prior C.O.'s 0 to 1

\_\_\_\_\_ - \$0.00

Change this C.O.

\_\_\_\_\_ - \$38,196.50

Revised Contract

\_\_\_\_\_ - \$3,415,884.93

*Recommended for Approval:* **Short Elliott Hendrickson Inc.** by

SAMANTHA GHAREEB

*Agreed to by Contractor:*

Approved for Owner:

BY JAY JOHNSON, MIES CONSTRUCTION

BY CITY OF VALLEY CENTER

*TITLE*

*Distribution* Contractor 2 Owner 1 Project Representative 1

*TITLE*

SEH Office 1

x:\uz\valct\181166\7-const-svcs\73-app-pymt\change\_order\_2\_mies.docx

Engineers | Architects | Planners | Scientists

**Short Elliott Hendrickson Inc.**, 15750 West Dodge Road, Suite 304, Omaha, NE 68118-2535

402.513.8200 | 888.908.8166 fax | [sehinc.com](http://sehinc.com)

SEH is 100% employee-owned | Affirmative Action-Equal Opportunity Employer



1919 SW BLVD. WICHITA, KS 67213

(316) 945-7227

FAX (316) 945-7799

<b>To:</b> <b>Address:</b>	City Of Valley Center 121 S. Meridian Valley Center, KS 67147 USA	<b>Contact:</b> Brent Clark <b>Phone:</b> (316) 755-7310 <b>Fax:</b> (316) 755-7319
<b>Project Name:</b> <b>Project Location:</b> <b>Addendum #:</b>	Overlot Grading & Erosion Control - Harvest Place W 93rd St N And N 24th St W, Valley Center, KS 2	<b>Bid Number:</b> 24-179 <b>Bid Date:</b> 5/15/2025

MIES CONSTRUCTION INC. hereby proposes to furnish all material, equipment and labor required to complete the portion in the following proposal.

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>CO #6 - Pond C Outlet Changes</b>					
New Item #1	Adjustment Of Structure C Outlet-1 Per New Plan	1.00	LS	\$1,500.00	\$1,500.00
32	Construct 36" Round Equivalent RCP	-143.00	LF	\$340.00	(\$48,620.00)
41	Construct 5' DIA. Precast Storm Sewer Manhole	-1.00	EACH	\$12,485.00	(\$12,485.00)
46	Flowable Fill <b>(Estimated Quantity)</b>	-25.00	CY	\$275.00	(\$6,875.00)
<b>Total Price for above CO #6 - Pond C Outlet Changes Items:</b>					<b>(\$66,480.00)</b>
<b>CO #6 - 36" RCP Extension</b>					
New Item #2	Earthwork (Includes Grading, Compaction, Ditch Grading & Remodeling)	1.00	LS	\$2,500.00	\$2,500.00
2	Staking	1.00	LS	\$500.00	\$500.00
30	Construct 36" RCP	314.00	LF	\$257.00	\$80,698.00
New Item #1	Remove & Reset 36" RCP FES	2.00	EACH	\$5,695.00	\$11,390.00
46	Flowable Fill <b>(Estimated Quantity)</b>	20.00	CY	\$275.00	\$5,500.00
<b>Total Price for above CO #6 - 36" RCP Extension Items:</b>					<b>\$100,588.00</b>
<b>Total Bid Price:</b> <b>\$34,108.00</b>					

**Notes:**

- Change order deduct per revised pond C outlet plan received from Jake Vasa on 5/15/25.
- Change order costs to extend the double run of 36" RCP per the revised plans received from Jake Vasa on 4/15/25.
- Where applicable, we utilized bid day pricing for transparency.

<b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.	<b>CONFIRMED:</b> <b>Mies Construction Inc.</b>
<b>Buyer:</b> _____	<b>Authorized Signature:</b> _____
<b>Signature:</b> _____	<b>Estimator:</b> Jay Johnson (316) 945-7227 jay@miesconstruction.com
<b>Date of Acceptance:</b> _____	

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

**G. CHANGE ORDER: HARVEST PLACE RCP EXTENSION:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommend approval of change order #6 for Harvest Place in an amount not to exceed \$34,108.00 and authorize Mayor or City Administrator to sign.**

## **NEW BUSINESS**

### **H. ACCEPTANCE OF COUNCIL MEMBER RESIGNATION AND APPOINTMENT FOR WARD 4:**

A letter of Resignation was submitted by Samuel C Bass – Ward 4 Councilmember effective May 23, 2025. He will be moving out of the Ward and will no longer be eligible to serve.

Mayor will make a recommendation for a new appointment to serve through the end of Councilmember Bass term ending January 2026. If the recommendation is approved by Council, new member will be sworn in prior to the June 3, 2025, City Council meeting.

- Letter of resignation
- Amy Reid to fulfill open position through January 2026

*Samuel C. Bass*  
525 N. Valley Creek Cir.  
Valley Center, KS, 67147

04/24/2025

Dear Brent Clark and City of Valley Center,

I am writing to formally resign from my position on the City Council of Valley Center (Ward 4) effective May 23, 2025, at 9:00 a.m. At that time, we will be fully moving to Missouri, and I will no longer be able to serve the citizens of this city.

I want to express my sincere thanks to you and the rest of the city staff for your support and collaboration during my time here. Working with such a talented team has been a privilege, and I have gained invaluable experience.

To ensure a smooth transition, I am willing to assist in any way during this last month of service.

Please feel free to reach out if I can be of any assistance during this transition.

Best Regards,



Samuel C. Bass ~ "Clint"  
City Council, Ward 4  
Valley Center, KS

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

**H. ACCEPTANCE OF COUNCIL MEMBER RESIGNATION AND  
APPOINTMENT FOR WARD 4:**

Should Council choose to proceed,

**RECOMMENDED ACTION:**

Staff recommend motion to accept resignation of Clint Bass as Ward 4 City Councilmember.

And

Staff recommend motion to approve appointment of replacement for Ward 4 Councilmember representative.

**NEW BUSINESS**

**I. EXECUTIVE SESSION: CONSULTATION WITH ATTORNEY  
DEEMED PRIVILEGED:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommends motion for Council to recess into executive session for the consultation with attorney deemed privileged. Session to include Councilmembers, Mayor, City Attorney and City Administrator. The open meeting will resume in the City Council Chamber in ----- minutes**

## **CONSENT AGENDA**

- A. APPROPRIATION ORDINANCE – MAY 20, 2025**
- B. POOL USE AGREEMENT WITH VCSC AND VCRC**
- C. APPROVAL OF EASEMENT-1700 E TANNER TRAIL**
- D. APPROVAL OF EASEMENT-8005 N SENECA**
- E. APPROVAL OF EASEMENT-7945 N SENECA**
- F. APPROVAL OF EASEMENT-1701 E TANNER TRAIL**
- G. APPROVAL OF EASEMENT-8110 N SENECA**
- H. APPROVAL OF EASEMENT-TRAILS END DEVELOPMENT**
- I. APPROVAL OF EASEMENT-CITY OF VALLEY CENTER**

### **RECOMMENDED ACTION:**

**Staff recommends motion to approve the Consent Agenda as presented.**

## **CONSENT AGENDA**

### **A. APPROPRIATION ORDINANCE:**

Below is the proposed Appropriation Ordinance for May 20, 2025, as prepared by City Staff.

#### **May 20, 2025, Appropriation**

**Peoples Bank              \$      262,848.68**

VENDOR SET: 02 City of Valley Center  
 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
0014	WICHITA WINWATER WORKS CO.							
I-202504283197	WICHITA WINWATER WORKS CO.	R	5/01/2025	51.12		063111		51.12
0035	BARRY ARBUCKLE							
I-202504283212	BARRY ARBUCKLE	R	5/01/2025	800.00		063112		800.00
0042	LARRY LINN							
I-202504283208	LARRY LINN	R	5/01/2025	1,700.00		063113		1,700.00
0126	HACH COMPANY							
I-202504283196	HACH COMPANY	R	5/01/2025	292.00		063114		292.00
0156	BEALL & MITCHELL, LLC							
I-202504283210	BEALL & MITCHELL, LLC	R	5/01/2025	1,850.00		063115		1,850.00
0196	P E C (PROFESSIONAL ENGINEERIN							
I-202504293214	P E C (PROFESSIONAL ENGINEERIN	R	5/01/2025	11,000.50		063116		11,000.50
0249	APAC - KANSAS INC							
I-202504283199	APAC - KANSAS INC	R	5/01/2025	2,636.25		063117		2,636.25
0254	CITY OF WICHITA							
I-202504293216	CITY OF WICHITA	R	5/01/2025	59,186.28		063118		59,186.28
0302	RAILROAD MGMT CO III, LLC							
I-202504293215	RAILROAD MGMT CO III, LLC	R	5/01/2025	417.05		063119		417.05
0457	CHRISTOPHER MICHAEL LEE DAVIS,							
I-202504283209	CHRISTOPHER MICHAEL LEE DAVIS,	R	5/01/2025	125.00		063120		125.00
0578	PHILIP L. WEISER, J.D.							
I-202504283205	PHILIP L. WEISER, J.D.	R	5/01/2025	150.00		063121		150.00
0601	JOY K. WILLIAMS, ATTORNEY AT L							
I-202504283211	JOY K. WILLIAMS, ATTORNEY AT L	R	5/01/2025	1,350.00		063122		1,350.00
0780	CHENEY DOOR COMPANY							
I-202504283200	CHENEY DOOR COMPANY	R	5/01/2025	403.20		063123		403.20
0824	GALLS, LLC							
I-202504293217	GALLS, LLC	R	5/01/2025	186.96		063124		186.96
1008	GENE'S STUMP GRINDING SERVICES							
I-202504303223	GENE'S STUMP GRINDING SERVICES	R	5/01/2025	400.00		063125		400.00

VENDOR SET: 02 City of Valley Center  
 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
1105	CK POWER							
I-202504283201	CK POWER	R	5/01/2025	2,515.00		063126		2,515.00
1140	PEARSON MATERIALS, LLC							
I-202504283204	PEARSON MATERIALS, LLC	R	5/01/2025	904.40		063127		904.40
1162	CUT RATES LAWN CARE LLC							
I-202504283198	CUT RATES LAWN CARE LLC	R	5/01/2025	680.00		063128		680.00
1234	FLEET FUELS LLC							
I-202504283203	FLEET FUELS LLC	R	5/01/2025	1,064.21		063129		1,064.21
1268	SARGENT DRILLING							
I-202504303222	SARGENT DRILLING	R	5/01/2025	38,054.00		063130		38,054.00
1298	AUTOMATION DESIGNS LLC							
I-202504283195	AUTOMATION DESIGNS LLC	R	5/01/2025	198.00		063131		198.00
1	JAYDN EDDY							
I-000202504243190	RESTITUTION	R	5/01/2025	110.00		063134		110.00
0077	KANSAS OFFICE OF THE TREASURER							
I-202505073256	KANSAS OFFICE OF THE TREASURER	R	5/09/2025	667.28		063135		667.28
0091	MIES CONSTUCTION INC							
I-202505053232	MIES CONSTUCTION INC	R	5/09/2025	606,393.88		063136		606,393.88
0113	VALLEY PRINT LOGISTICS							
I-202505053226	VALLEY PRINT LOGISTICS	R	5/09/2025	962.29		063137		962.29
0183	KANSAS ONE-CALL SYSTEM, INC							
I-202505063249	KANSAS ONE-CALL SYSTEM, INC	R	5/09/2025	275.31		063138		275.31
0226	RURAL WATER DISTRICT #2							
I-202505053230	RURAL WATER DISTRICT #2	R	5/09/2025	17.54		063139		17.54
0306	SEDGWICK COUNTY							
I-202505063241	SEDGWICK COUNTY	R	5/09/2025	1,365.15		063140		1,365.15
0427	CINTAS CORPORATION NO 2							
I-202505063248	CINTAS CORPORATION NO 2	R	5/09/2025	222.61		063141		222.61
0437	USA BLUEBOOK							
I-202505063243	USA BLUEBOOK	R	5/09/2025	25.25		063142		25.25

VENDOR SET: 02 City of Valley Center  
 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
0498	BRYAN'S HEATING & AIR CONDITIONING							
I-202505073251	BRYAN'S HEATING & AIR CONDITIONING	R	5/09/2025	240.00		063143		240.00
0623	CORE & MAIN							
I-202505053234	CORE & MAIN	R	5/09/2025	115.33		063144		115.33
0799	ROYAL FRANCHISING, LLC DBA JAN							
I-202505053229	ROYAL FRANCHISING, LLC DBA JAN	R	5/09/2025	1,936.40		063145		1,936.40
0824	GALLS, LLC							
I-202505073257	GALLS, LLC	R	5/09/2025	1,605.31		063146		1,605.31
0825	UNITED INDUSTRIES INCORPORATED							
I-202505053233	UNITED INDUSTRIES INCORPORATED	R	5/09/2025	15,647.33		063147		15,647.33
0879	DOG WASTE DEPOT							
I-202505053228	DOG WASTE DEPOT	R	5/09/2025	947.89		063148		947.89
0944	CONKLIN CARS NEWTON FORD LINCO							
I-202505063250	CONKLIN CARS NEWTON FORD LINCO	R	5/09/2025	27.50		063149		27.50
0961	PINNACLE FIRE & AUTOMATION							
I-202505073252	PINNACLE FIRE & AUTOMATION	R	5/09/2025	1,230.00		063150		1,230.00
1004	IMAGINE IT, INC.							
I-202505053227	IMAGINE IT, INC.	R	5/09/2025	1,854.00		063151		1,854.00
1082	T-MOBILE							
I-202505063237	T-MOBILE	R	5/09/2025	115.50		063152		115.50
1087	THE INSURANCE GUYS							
I-202505063245	THE INSURANCE GUYS	R	5/09/2025	212.50		063153		212.50
1094	EMC INSURANCE COMPANIES							
I-202505063238	EMC INSURANCE COMPANIES	R	5/09/2025	278,752.00		063154		278,752.00
1148	FASTENAL COMPANY							
I-202505063242	FASTENAL COMPANY	R	5/09/2025	170.28		063155		170.28
1162	CUT RATES LAWN CARE LLC							
I-202505063240	CUT RATES LAWN CARE LLC	R	5/09/2025	1,290.00		063156		1,290.00
1240	UTILITY MAINTENANCE CONTRACTOR							
I-202505063247	UTILITY MAINTENANCE CONTRACTOR	R	5/09/2025	6,188.02		063157		6,188.02

VENDOR SET: 02 City of Valley Center

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
1297	BURNS & MCDONNELL/CAS CONSTRUC							
	I-202505073253	BURNS & MCDONNELL/CAS CONSTRUC	R	5/09/2025	84,150.79	063158		84,150.79
1394	IDEATEK TELECOM, LLC.							
	I-202505053225	IDEATEK TELECOM, LLC.	R	5/09/2025	1,771.48	063159		1,771.48
1453	BLUE WAVE COUNSELING							
	I-202505073255	BLUE WAVE COUNSELING	R	5/09/2025	160.00	063160		160.00
1456	WOODCHUCK FIREWOOD & LANDSCAPI							
	I-202505063235	WOODCHUCK FIREWOOD & LANDSCAPI	R	5/09/2025	2,650.00	063161		2,650.00
1459	JOHNSON'S GARDEN CENTER, INC.							
	I-202505063246	JOHNSON'S GARDEN CENTER, INC.	R	5/09/2025	2,406.07	063162		2,406.07
1460	ADVANCED MICROBIAL SOLUTIONS,							
	I-202505053231	ADVANCED MICROBIAL SOLUTIONS,	R	5/09/2025	6,000.00	063163		6,000.00
0050	CITY OF NEWTON							
	I-202505123269	CITY OF NEWTON	R	5/16/2025	100.00	063166		100.00
0095	JACK HENRY & ASSOCIATES, INC.							
	I-202505123265	JACK HENRY & ASSOCIATES, INC.	R	5/16/2025	2,349.28	063167		2,349.28
0113	VALLEY PRINT LOGISTICS							
	I-202505133280	VALLEY PRINT LOGISTICS	R	5/16/2025	150.00	063168		150.00
0133	MAYER SPECIALTY SERVICES							
	I-202505133276	MAYER SPECIALTY SERVICES	R	5/16/2025	1,820.00	063169		1,820.00
0150	AT&T MOBILITY							
	I-202505123264	AT&T MOBILITY	R	5/16/2025	907.28	063170		907.28
0179	INTERLINGUAL INTERPRETING SERV							
	I-202505133275	INTERLINGUAL INTERPRETING SERV	R	5/16/2025	185.45	063171		185.45
0204	PITNEY BOWES							
	I-202505133278	PITNEY BOWES	R	5/16/2025	609.00	063172		609.00
0280	KANSAS JUDICIAL COUNCIL							
	I-202505133282	KANSAS JUDICIAL COUNCIL	R	5/16/2025	95.00	063173		95.00
0427	CINTAS CORPORATION NO 2							
	I-202505123258	CINTAS CORPORATION NO 2	R	5/16/2025	114.31	063174		114.31

VENDOR SET: 02 City of Valley Center  
 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
0656	DRAGONFLY LAWN & TREE CARE LLC							
I-202505123259	DRAGONFLY LAWN & TREE CARE LLC	R	5/16/2025	1,758.00		063175		1,758.00
0756	OFFICE OF ACCOUNTS							
I-202505143283	OFFICE OF ACCOUNTS	R	5/16/2025	300.00		063176		300.00
0824	GALLS, LLC							
I-202505133274	GALLS, LLC	R	5/16/2025	223.80		063177		223.80
0828	FIRE PROTECTION SERVICES INC							
I-202505123261	FIRE PROTECTION SERVICES INC	R	5/16/2025	2,345.00		063178		2,345.00
0912	PATTON TERMITE & PEST CONTROL							
I-202505123267	PATTON TERMITE & PEST CONTROL	R	5/16/2025	100.00		063179		100.00
0916	OPTIV SECURITY INC.							
I-202505123262	OPTIV SECURITY INC.	R	5/16/2025	329.70		063180		329.70
1146	MCCONNELL & ASSOCIATES							
I-202505133277	MCCONNELL & ASSOCIATES	R	5/16/2025	330.50		063181		330.50
1162	CUT RATES LAWN CARE LLC							
I-202505123266	CUT RATES LAWN CARE LLC	R	5/16/2025	1,920.00		063182		1,920.00
1268	SARGENT DRILLING							
I-202505133273	SARGENT DRILLING	R	5/16/2025	16,350.00		063183		16,350.00
1370	AT&T MOBILITY-CC							
I-202505123263	AT&T MOBILITY-CC	R	5/16/2025	283.25		063184		283.25
1389	SITEONE LANDSCAPE SUPPLY							
I-202505123260	SITEONE LANDSCAPE SUPPLY	R	5/16/2025	265.20		063185		265.20
1434	BRADY NURSERY							
I-202505123268	BRADY NURSERY	R	5/16/2025	2,860.00		063186		2,860.00

\* \* T O T A L S \* \*

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	72	1,174,869.45	0.00	1,174,869.45
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
	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:	72	1,174,869.45	0.00	1,174,869.45

VENDOR SET: 03 City of Valley Center  
 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
0117	WILLIAM ANDREWS							
I-202504283207	WILLIAM ANDREWS	R	5/01/2025	130.00		063132		130.00
0154	ESTEBAN IBARRA							
I-202504283206	ESTEBAN IBARRA	R	5/01/2025	130.00		063133		130.00
0157	KYLE FIEDLER							
I-202505063236	KYLE FIEDLER	R	5/09/2025	58.80		063164		58.80

\* \* T O T A L S \* \*

	NO	INVOICE	AMOUNT	DISCOUNTS	CHECK	AMOUNT
REGULAR CHECKS:	3		318.80	0.00		318.80
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:	3		318.80	0.00		318.80

VENDOR SET: 04 City of Valley Center  
 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
0235	JEREMY STONECIPHER							
I-202505063239	JEREMY STONECIPHER	R	5/09/2025	133.29		063165		133.29

* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		1	133.29	0.00	133.29
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

VENDOR SET: 04	BANK: APBK	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			1	133.29	0.00	133.29
BANK: APBK	TOTALS:		76	1,175,321.54	0.00	1,175,321.54
REPORT TOTALS:			76	1,175,321.54	0.00	1,175,321.54

## SELECTION CRITERIA

VENDOR SET: \* - All  
VENDOR: ALL  
BANK CODES: All  
FUNDS: All

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## CHECK SELECTION

CHECK RANGE: 063111 THRU 063186  
DATE RANGE: 0/00/0000 THRU 99/99/9999  
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99  
INCLUDE ALL VOIDS: YES

---

## PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES  
PRINT G/L: NO  
UNPOSTED ONLY: NO  
EXCLUDE UNPOSTED: NO  
MANUAL ONLY: NO  
STUB COMMENTS: NO  
REPORT FOOTER: NO  
CHECK STATUS: NO  
PRINT STATUS: \* - All

---

**CONSENT AGENDA**

**B. POOL USE AGREEMENT WITH VCSC AND VCRC:**

**City of Valley Center – Valley Center Recreation Commission – Valley Center Swim Club****POOL-USE AGREEMENT**

This Agreement is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the **City of Valley Center, Kansas (hereinafter known as City)**, **Valley Center Recreation Commission (hereinafter known as VCRC)**, and the **Valley Center Swim Club (hereinafter known as VCSC)**.

WHEREAS, The City owns and allows VCRC to operate the Lions Park Pool Facility commonly known as Lions Park Swimming Pool, located at 255 E. Allen, Valley Center, KS; and

WHEREAS, The Lions Park Pool Facility (hereinafter known as **LPP**) consists of a pool, two (2) diving boards, climbing wall and a double tube slide;

WHEREAS, “necessary appurtenances” are defined as the showers, restrooms, shelter, storage closet and parking lot;

WHEREAS, VCSC desires to obtain the right to use of **LPP** for swim practices and up to three (3) home league swim meets and the **City & VCRC** are willing to permit the same upon the terms and conditions provided for herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the **City, VCRC and VCSC** agree as follows:

- I.** **City & VCRC** agrees and does hereby allow **VCSC** use of the pool and diving boards and necessary appurtenances for said swim practices, commencing on the Monday designated as Memorial Day and continuing through the Fourth Wednesday in July (July 23<sup>rd</sup> 2025). Practices shall be on days and times as specified by **VCRC**. The terms hereof shall apply to the practice and meet dates and facilities specified within this Agreement as “Exhibit A” only for the year of 2025.
- II.** Any additional practice or meet times must be negotiated separately with the Director of **VCRC** or designee. **VCSC** agrees to allow the City and **VCRC** access to the pool area conjunctively with **VCSC** for any purposes related to cleaning, maintenance, pool preparation and water testing during **VCSC** practices.
- III.** **City & VCRC** agree and do hereby allow **VCSC** use of the **LPP** and necessary appurtenances for home league meets on June 3<sup>rd</sup>, 17<sup>th</sup> & 24<sup>th</sup>. No meets are allowed at the **LPP** during the weeks of July 7<sup>th</sup> to July 18<sup>th</sup>. **LPP** is used for swim lessons during these evenings. **VCRC** agrees to close the pool to the public at 4:00 pm on June 3<sup>rd</sup>, 17<sup>th</sup> & 24<sup>th</sup> to allow **VCSC** to prepare for and conduct said meets. Due to City Ordinance / park curfew hours, all activities (including clean-up) shall be concluded by 11:00 p.m.
- IV.** **VCSC** is allowed to operate its own concession stand at the **LPP** Facility during the swim meets; **VCSC** shall be responsible for cleaning the concession area at the conclusion of the event. Additionally, **VCSC** may place a grill outside the fence for use associated with concession operation. A vehicle may be used to unload/load the grill but may not be parked on the grass during the meet. **VCSC** may rent the “pool BBQ grill” for swim meets and their pool party at the designated rental rate.

- V. **VCSC** agrees to pay **VCRC** an annual fee of one thousand seven hundred dollars (\$1,700.00) for use of the facility. The fee shall be paid prior to May 1<sup>st</sup> every year this Agreement is in effect, commencing May 1, 2025. In the event pool keys are not returned to **VCRC** by August 5, 2025, **VCSC** will be invoiced the amount of two-hundred fifty dollars (\$250.00).
- VI. If needed, **VCSC** will be responsible for renting/obtaining bleachers and canopies for the swim meets. The **City** will allow the canopies in the grass but the canopies cannot block any walking paths. Driving or parking on the grass will not be allowed.
- VII. **VCRC** shall be responsible for providing three (3) staff member to be on-site for all **VCSC** home meets. The staff member will be present at all times to monitor the facility, and see it is used in a safe manner. **VCRC** will provide and will pay such staff members' wages.
- VIII. During all practices of **VCSC** there shall be at least one individual present at all times that is actively scanning, currently certified as a lifeguard to monitor the pool, the facility, and see it is used in a safe manner. This excludes coaches being the certified lifeguard on duty. If **VCSC** is unable to provide certified guard(s), **VCRC** will provide and will initially pay such guards wages but will be reimbursed by **VCSC** within ten (10) calendar days for such guards' wages.
- IX. The following general provisions shall be followed by the parties regarding the care and maintenance of the City's swimming pool facilities pursuant to this Agreement.
  - A. **VCSC** is responsible for picking up the trash in and around the pool facility and parking lot and for emptying all trash cans into trash dumpster after all swim meets.
  - B. **City** and/or **VCRC** will provide trash service and receptacles and will wash pool deck for home league meets.
  - C. **VCSC** shall put out and take down lane ropes before and after each practice and swim meet.
  - D. **VCRC** will make sure bathrooms are cleaned and restocked prior to any **VCSC** meet as described above. **VCRC** shall restock all toilet paper and paper towels and clean bathrooms after all swim meets.
  - E. **VCSC** shall reimburse **City** or **VCRC** (whichever incurs actual costs) for total costs associated with damage to the pool and/or facility that exceed normal or routine maintenance requirements. Damage claims shall be jointly reviewed by **City** and/or **VCRC** and **VCSC** representatives to determine if the damage in question exceeds normal or routine maintenance requirements.
  - F. All vehicles, including RV's, shall be parked in the parking lot. Overflow parking will be allowed on the street around the pool.
  - G. **VCSC** shall provide adequate personnel to supervise all activities, and prior to pool use shall provide **VCRC** contact information for all coaches (including names, addresses and telephone numbers and certification status) and **VCSC** Board Members prior to May 1, 2025.
- X. **VCSC** shall provide the **City & VCRC** with proof of insurance, \$500,000 per occurrence / \$1,000,000 aggregate, naming the **City** and **VCRC**, jointly, as insured to cover pool, land, or liability for all League

sanctioned activities. VCSC's insurance certificate must include the City of Valley Center as 3<sup>rd</sup> party insured.

- XI.** VCSC and its individual officers and members, hereby agree to defend, indemnify, and hold harmless **City** and/or **VCRC** for any damage to city property by any person or persons participating in or attending the Club sanctioned activities and to pay any costs of defense associated with claims brought against **City** or **VCRC** arising from, or related to, this Agreement and/or the activities covered hereunder, including reasonable attorney's fees.
- XII.** VCSC and its individual officers and members, hereby agree to relieve and discharge and release **City** and/or **VCRC**, its agents and employees from all responsibility for any injury, damage or loss to the property or person of any person participating in or attending the Club sanctioned activities and to indemnify and hold harmless the **City**, its agents and employees from any claim, lawsuits, etc. arising out of Club's use of the pool.
- XIII.** This agreement may be terminated at any time by mutual agreement, or by either party upon giving thirty (30) days prior written notice of the cancellation to the other party.
- XIV.** This agreement may be modified, changed, or amended only as may be mutually agreed in writing between **City**, **VCRC** and **VCSC**. It is understood that this agreement supersedes and cancels any and all prior existing arrangement(s) between the parties hereto and their predecessors concerning the uses provided for herein.
- XV.** If any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition, or provision does not materially prejudice **VCRC**, **VCSC** or **City** in the respective rights and obligations contained in the valid covenants, conditions, or provisions in this agreement.
- XVI.** It is understood and agreed that **VCSC** shall not sell, sign or transfer any of its rights or privileges granted hereunder without the prior written consent of **City** and **VCRC**.

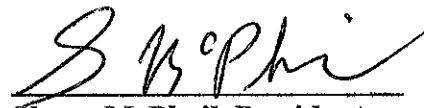
This agreement is hereby executed as of the date first above written.

**CITY OF VALLEY CENTER, KANSAS**

---

**Jet Truman, Mayor**

**VALLEY CENTER SWIM CLUB**



**Shane McPhail, President**

ATTEST:

SEAL

**VALLEY CENTER RECREATION COMMISSION**

---

**Kristi Carrithers, City Clerk**



**Blake Peniston, Director**

**CONSENT AGENDA**

**C. APPROVAL OF EASEMENT-1700 E TANNER TRAIL:**

PROJECT: VC- Seneca N-0751-01

DATE: 4/15/2025

COUNTY: Sedgwick

TRACT NO: 00959 - ROW, 00959 - TCE

LOCATION: 1700 E Tanner Trail, Valley Center, Kansas 67147

Dear Jason & Jenifer Amaro,

The City of Valley Center has approved a program for the construction and improvements of the above-mentioned project. To accomplish the anticipated improvements, it will be necessary to acquire certain real property as indicated on the engineering plan and more particularly described in the instruments which will be presented to you for signature(s), if you are receptive to the offer.

Based upon the fair market value of such real property, as determined by established procedures, the City of Valley Center is offering you the sum of one thousand, one hundred, twenty-nine dollars and seventy-five cents (\$1,129.75) for your real property, which has been determined to be just compensation for your property, or the portion thereof to be acquired.

**The amount quoted includes the following items:**

Real property to be acquired as right of way: 45 Sq Ft

Buildings acquired with right of way: None

Other easements, if any: Temporary: 2705 Sq Ft

The above offer will not be altered unless additional value information or evidence is presented or otherwise becomes known to the City of Valley Center. In such a case, it will then be necessary to have an administrative review to determine if the offer should be changed. Should our offer not be acceptable to you, our only alternative under established procedure is to proceed under the laws of eminent domain (sometimes known as "condemnation" procedure).

In the event of either negotiation or condemnation, the landowner will be paid in the full amount of the negotiated settlement, or the amount of just compensation allowed by the court appraisers, prior to the time the City of Valley Center will require the landowner to vacate the property.

The fifteen items set forth in K.S.A. 26-513 (listed below), if applicable to your property, were considered in ascertaining the amount of compensation and damages. Other factors may also have been considered. They were not considered as separate items of damages but were considered only as they affect the total compensation and damages established by our appraiser.

1. The most advantageous use to which the property is reasonably adaptable.
1. Access to the property remaining.
2. Appearance of the property remaining, if appearance is an element of value in connection with any use for which the property is reasonably adaptable.
3. Productivity, convenience, use of the property taken, or use of the property remaining.
4. View, ventilation, and light, to the extent that they are beneficial attributes to the use of which the remaining property is devoted or to which it is reasonably adaptable.
2. Severance or division of a tract, whether the severance is initial or is in aggravation of a previous severance; changes of grade and loss or impairment of access by means of underpass or overpass incidental to changing the character or design of an existing improvement being considered as in aggravation of a previous severance, if in connection with the taking of additional land and needed to make the change in the improvement.
3. Loss of trees and shrubbery to the extent that they affect the value of the land taken, and to the extent that their loss impairs the value of the land remaining.
4. Cost of new fences or loss of fences and the cost of replacing them with fences of like quality, to the extent that their loss impairs the value of the land remaining.
5. Destruction of a legal nonconforming use.
6. Damages to property abutting on a right of way due to change in grade where accompanied by a taking of land.
7. Proximity of new improvements remaining on condemnee's land.
8. Loss of or damage to growing crops.
9. That the property could be or had been adapted to a use which was profitably carried out.
10. Cost of new drains and loss of drains and the cost of replacing them with drains of like quality, to the extent that such loss affects the value of the property remaining.
11. Cost of new private roads or passageways or loss of private roads or passageways and the cost of replacing them with private roads or passageways of like quality, to the extent that such loss affects the value of the property remaining.

Value of entire property of interest "before" taking \$ \_\_\_\_\_  
Value of entire property of interest "after" taking \$ \_\_\_\_\_  
Value of the right of way to be acquired:  
\$ 20.70 \_\_\_\_\_  
  
Value of the temporary easement to be acquired:  
\$ 1109.05 \_\_\_\_\_  
  
Right of way and easement minimum compensation adjustment: \$ 1129.75 \_\_\_\_\_

TOTAL COMPENSATION  
AND MEASURE OF DAMAGES: \$ 1129.75 \_\_\_\_\_

The City of Valley Center

BY: \_\_\_\_\_

Acquiring Agent

PLATTED  
GT VC00959  
AMARO JASON & JENIFER  
1700 E TANNER TRL, VALLEY CENTER, KS 67147  
TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF LOT 1, BLOCK 1, FIDDLERS CREEK ESTATES, VALLEY CENTER, SEDGWICK COUNTY, KANSAS, IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 25 SOUTH, RANGE 1 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS, DESCRIBED AND PREPARED ON APRIL 14, 2025, BY ERNEST CANTU JR. P.S. #1407 WITH PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CLS #65), DESCRIBED AS FOLLOWS:

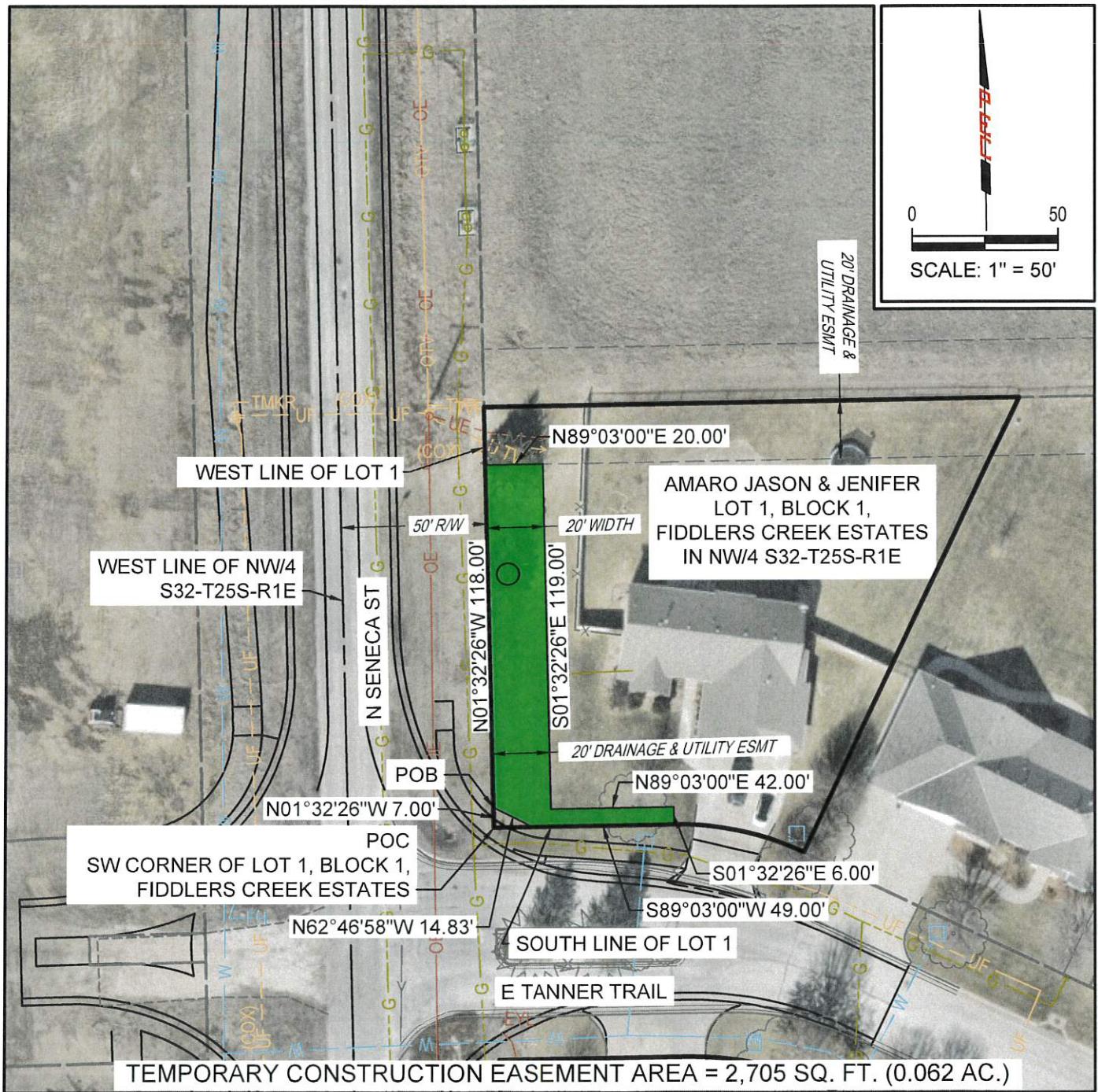
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 1, FIDDLERS CREEK ESTATES, VALLEY CENTER, SEDGWICK COUNTY, KANSAS, IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 25 SOUTH, RANGE 1 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS; THENCE N01°32'26"W (BEARINGS BASED ON THE KANSAS COORDINATE SYSTEM 1983 SOUTH ZONE) ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N01°32'26"W ALONG SAID WEST LINE A DISTANCE OF 118.00 FEET; THENCE N89°03'00"E A DISTANCE OF 20.00 FEET; THENCE S01°32'26"E A DISTANCE OF 119.00 FEET; THENCE N89°03'00"E A DISTANCE OF 42.00 FEET; THENCE S01°32'26"E A DISTANCE OF 6.00 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE S89°03'00"W ALONG SAID SOUTH LINE A DISTANCE OF 49.00 FEET; THENCE N62°46'58"W A DISTANCE OF 14.83 FEET TO THE POINT OF BEGINNING; ENCOMPASSING 0.062 ACRE, MORE OR LESS.



PREPARED BY: ERNEST CANTU JR. PS #1407  
PEC PROJECT NO. 217013-017

## TRACT GT VC00959

## TEMPORARY CONSTRUCTION EASEMENT



## LEGEND

- SECTION LINE
- PROPERTY LINE
- ESMT LINE
- TEMPORARY CONSTRUCTION ESMT
- ▲ SECTION CORNER
- POINT OF BEGINNING / COMMENCING
- ◆ GUARANTEED IMPACT
- POTENTIAL IMPACT

## GUARANTEED IMPACT:

DATE: April 14, 2025

FIELD WORK WAS COMPLETED:  
September 27, 2023PROPERTY ADDRESS:  
AMARO JASON & JENIFER  
1700 E TANNER TRL  
VALLEY CENTER, KS 67147POTENTIAL IMPACT:  
-10" CONIFEROUS TREEOWNER INFO:  
AMARO JASON & JENIFER  
1700 E TANNER TRL  
VALLEY CENTER, KS 67147

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
303 SOUTH TOPEKA WICHITA, KS 67202  
316-262-6457 [www.pec1.com](http://www.pec1.com)

PLATTED  
GT VC00959  
AMARO JASON & JENIFER  
1700 E TANNER TRL, VALLEY CENTER, KS 67147  
RIGHT OF WAY EASEMENT

A PORTION OF LOT 1, BLOCK 1, FIDDLERS CREEK ESTATES, VALLEY CENTER, SEDGWICK COUNTY, KANSAS, IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 25 SOUTH, RANGE 1 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS, DESCRIBED AND PREPARED ON APRIL 1, 2025, BY ERNEST CANTU JR. P.S. #1407 WITH PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CLS #65), DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 1, FIDDLERS CREEK ESTATES, VALLEY CENTER, SEDGWICK COUNTY, KANSAS, IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 25 SOUTH, RANGE 1 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS; THENCE N01°32'26"W (BEARINGS BASED ON THE KANSAS COORDINATE SYSTEM 1983 SOUTH ZONE) ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 7.00 FEET; THENCE S62°46'58"E A DISTANCE OF 14.83 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE S89°03'00"W ALONG SAID SOUTH LINE A DISTANCE OF 13.00 FEET TO THE POINT OF BEGINNING; ENCOMPASSING 0.001 ACRE, MORE OR LESS.

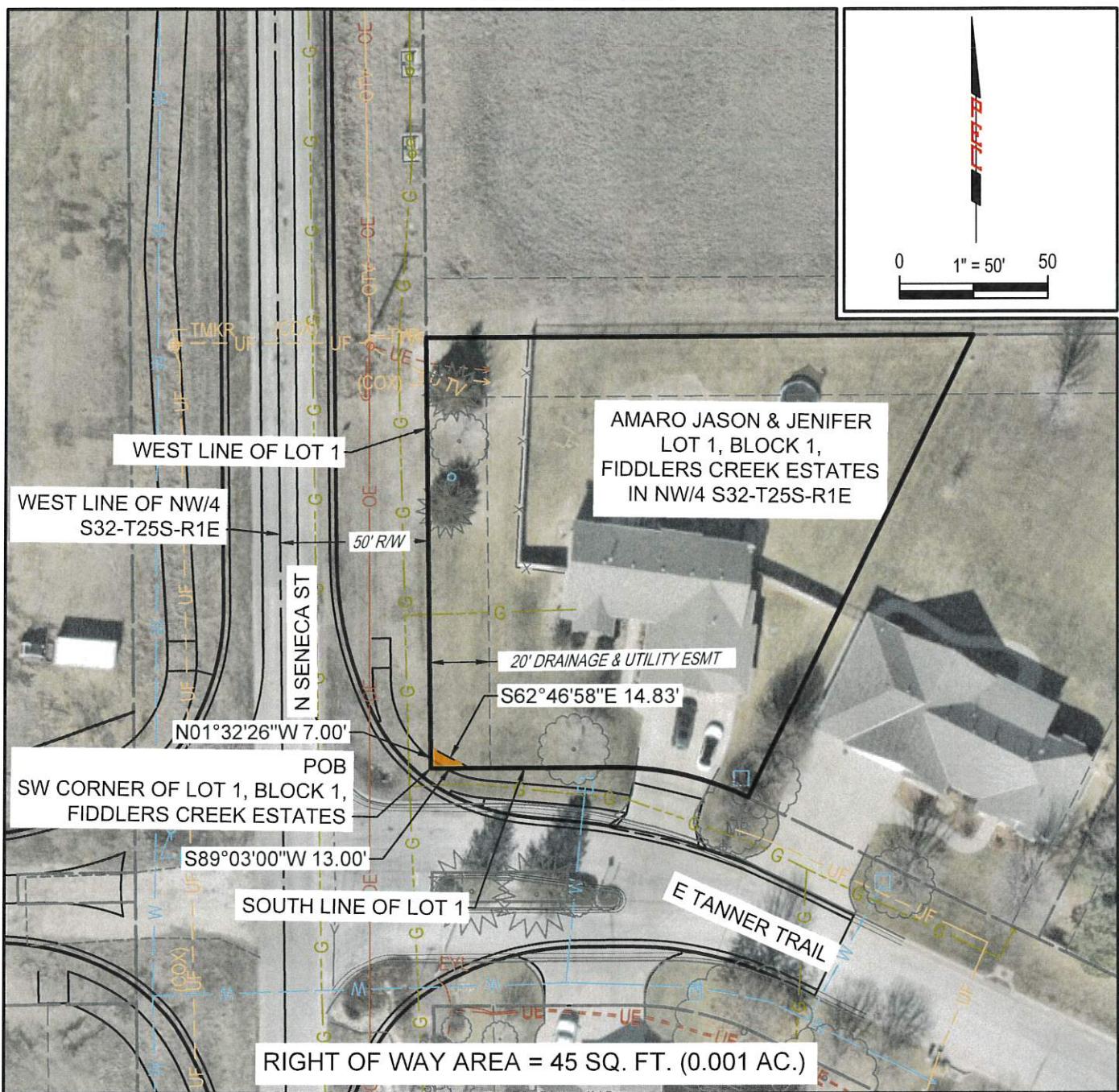


The image shows a handwritten signature of "Ernest Cantu Jr." in blue ink, positioned above a circular official stamp. The stamp has a double-line border and contains the following text: "ERNEST CANTU JR.", "LICENSING", "LS-1407", "04/04/2025", "KANSAS", and "LAND SURVEYOR".

PREPARED BY: ERNEST CANTU JR. PS #1407  
PEC PROJECT NO. 217013-017

## TRACT GT VC00959

## RIGHT OF WAY



## LEGEND

- SECTION LINE
- PROPERTY LINE
- ESMT LINE
- RIGHT OF WAY
- ▲ SECTION CORNER
- ▲ POINT OF BEGINNING / COMMENCING
- ▲ GUARANTEED IMPACT
- POTENTIAL IMPACT
- POB / POC



PEC  
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
303 SOUTH TOPEKA WICHITA, KS 67202  
316-262-6457 [www.pec1.com](http://www.pec1.com)

## GUARANTEED IMPACT:

## POTENTIAL IMPACT:

DATE: April 1, 2025

FIELD WORK WAS COMPLETED:  
September 27, 2021PROPERTY ADDRESS:  
AMARO JASON & JENIFER  
1700 E TANNER TRL  
VALLEY CENTER, KS 67147OWNER INFO:  
AMARO JASON & JENIFER  
1700 E TANNER TRL  
VALLEY CENTER, KS 67147

Meridian Street Paving Improvements - Property Acquisition Costs				
No.	Property Owner	Area (SF)		
		Temporary	Drainage/Utility	ROW
1	Jason & Jenifer Amaro			45
2	Jason & Jenifer Amaro	2,705.00		
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
	<b>Total</b>	2705	0	45
	<b>Cost per Square Foot</b>	\$ 0.41	\$ 0.41	\$ 0.46
	<b>Total Cost</b>	\$ 1,109.05	\$ -	\$ 20.70
	<b>Grand Total Cost</b>	\$ 1,129.75		

## ***Form G - Estimate of Just Compensation***

It is determined that an appraisal is not required because the valuation problem is uncomplicated, and the fair market value of the acquisition area is estimated at \$10,000 or less.

COUNTY: Sedgwick PROJECT NO: VC- Seneca N-0751-01 TR NO: 00959 - ROW,  
00959 - TCE  
OWNER: Amaro, Jason & Jenifer  
ADDRESS: 1700 E Tanner Trl  
CITY/ST: Valley Center, Ks  
PHONE:

Insp Date: Insp'd With: Date Acq'n Booklet Furnished:

### **COMPARABLE SALES**

Sale No.	Sale Date	Location (S-T-R)	Sale Price	Area	Unit Value
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### **NOTES:**

### **PROJECT REQUIREMENTS:**

Item	Area	Unit Value	Value
00959 - ROW	45 sq. ft.	.46 sq. ft.	20.70
00959 - TCE	2705 sq. ft.	.41 sq. ft.	1109.05

### **OTHER ACQUISITION ITEMS:**

**COST TO CURE ITEMS:**

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**ESTIMATED TOTAL COMPENSATION      \$1129.75**

**CONSENT AGENDA**

**D. APPROVAL OF EASEMENT-8005 N SENECA:**

PROJECT: VC- Seneca N-0751-01

DATE: 4/15/2025

COUNTY: Sedgwick

TRACT NO: 01428

LOCATION: 8005 N Seneca Valley Center, Kansas 67147

Dear Margaret M Elliott,

The City of Valley Center has approved a program for the construction and improvements of the above-mentioned project. To accomplish the anticipated improvements, it will be necessary to acquire certain real property as indicated on the engineering plan and more particularly described in the instruments which will be presented to you for signature(s), if you are receptive to the offer.

Based upon the fair market value of such real property, as determined by established procedures, the City of Valley Center is offering you the sum of one thousand, eighty-two dollars and eighty-one cents (\$1082.81) for your real property, which has been determined to be just compensation for your property, or the portion thereof to be acquired.

**The amount quoted includes the following items:**

Real property to be acquired as right of way:

Buildings acquired with right of way: None

Other easements, if any: Temporary None: 2,641 Sq Ft

The above offer will not be altered unless additional value information or evidence is presented or otherwise becomes known to the City of Valley Center. In such a case, it will then be necessary to have an administrative review to determine if the offer should be changed. Should our offer not be acceptable to you, our only alternative under established procedure is to proceed under the laws of eminent domain (sometimes known as "condemnation" procedure).

In the event of either negotiation or condemnation, the landowner will be paid in the full amount of the negotiated settlement, or the amount of just compensation allowed by the court appraisers, prior to the time the City of Valley Center will require the landowner to vacate the property.

The fifteen items set forth in K.S.A. 26-513 (listed below), if applicable to your property, were considered in ascertaining the amount of compensation and damages. Other factors may also have been considered. They were not considered as separate items of damages but were considered only as they affect the total compensation and damages established by our appraiser.

1. The most advantageous use to which the property is reasonably adaptable.
1. Access to the property remaining.
2. Appearance of the property remaining, if appearance is an element of value in connection with any use for which the property is reasonably adaptable.
3. Productivity, convenience, use of the property taken, or use of the property remaining.
4. View, ventilation, and light, to the extent that they are beneficial attributes to the use of which the remaining property is devoted or to which it is reasonably adaptable.
2. Severance or division of a tract, whether the severance is initial or is in aggravation of a previous severance; changes of grade and loss or impairment of access by means of underpass or overpass incidental to changing the character or design of an existing improvement being considered as in aggravation of a previous severance, if in connection with the taking of additional land and needed to make the change in the improvement.
3. Loss of trees and shrubbery to the extent that they affect the value of the land taken, and to the extent that their loss impairs the value of the land remaining.
4. Cost of new fences or loss of fences and the cost of replacing them with fences of like quality, to the extent that their loss impairs the value of the land remaining.
5. Destruction of a legal nonconforming use.
6. Damages to property abutting on a right of way due to change in grade where accompanied by a taking of land.
7. Proximity of new improvements remaining on condemnee's land.
8. Loss of or damage to growing crops.
9. That the property could be or had been adapted to a use which was profitably carried out.
10. Cost of new drains and loss of drains and the cost of replacing them with drains of like quality, to the extent that such loss affects the value of the property remaining.
11. Cost of new private roads or passageways or loss of private roads or passageways and the cost of replacing them with private roads or passageways of like quality, to the extent that such loss affects the value of the property remaining.

Value of entire property of interest "before" taking \$ \_\_\_\_\_  
Value of entire property of interest "after" taking \$ \_\_\_\_\_  
Value of the right of way to be acquired: \_\_\_\_\_

Value of the temporary easement to be acquired:

\$ 1082.81

Right of way and easement minimum compensation adjustment: \$ 1082.81

**TOTAL COMPENSATION**

**AND MEASURE OF DAMAGES:** \$ 1082.81

The City of Valley Center

BY: \_\_\_\_\_

Acquiring Agent

**EXHIBIT A**  
SHEET 1 OF 2

PORTION OF THE N/2 E/2 SE/4 S31-T25S-R01E

GT VC01428

ELLIOTT MARGARET M

8005 N SENECA ST, VALLEY CENTER KS 67147

TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF THE NORTH HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 01 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS, DESCRIBED AND PREPARED ON 3/31/25, BY ERNEST CANTU JR. P.S. #1407 WITH PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CLS #65), DESCRIBED AS FOLLOWS:

THE WEST 8.00 FEET OF THE EAST 38.00 FEET OF THE SOUTH 330.00 FEET OF THE EAST 660.00 FEET OF THE NORTH HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 01 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS; ENCOMPASSING 0.061 ACRE, MORE OR LESS.



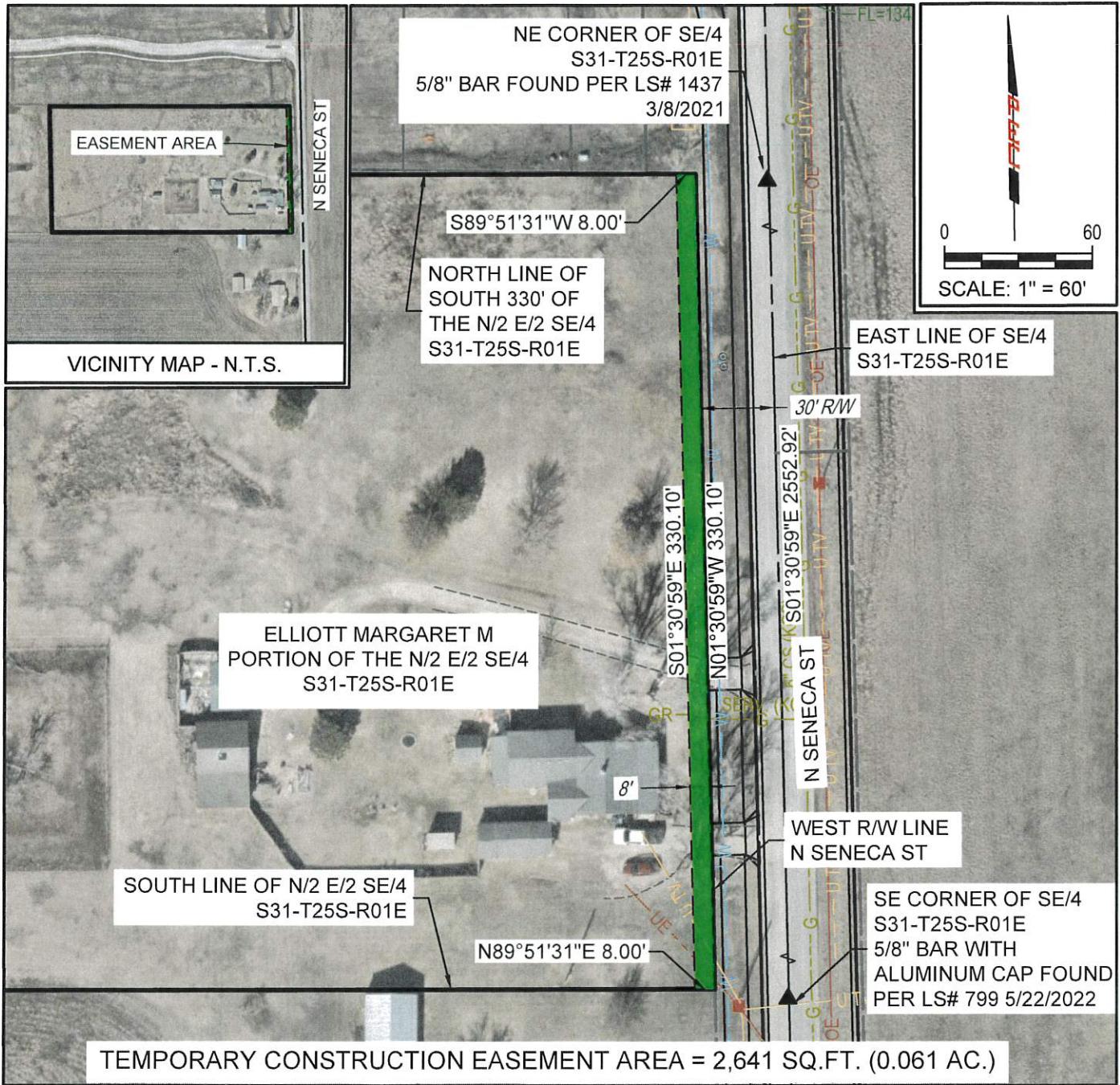
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PREPARED BY: ERNEST CANTU JR. PS #1407

PEC PROJECT NO. 220024-000

## TRACT GT VC01428

## TEMPORARY CONSTRUCTION EASEMENT



## LEGEND

—	SECTION LINE
—	PROPERTY LINE
—	ESMT LINE
—	TEMPORARY CONSTRUCTION ESMT
▲	SECTION CORNER
POB / POC	POINT OF BEGINNING / COMMENCING
○	GUARANTEED IMPACT
○	POTENTIAL IMPACT

## GUARANTEED IMPACT:

DATE: March 31, 2025

FIELD WORK WAS COMPLETED:  
September 27, 2023PROPERTY ADDRESS:  
ELLIOTT MARGARET M  
8005 N SENECA ST  
VALLEY CENTER, KS 67147OWNER INFO:  
ELLIOTT MARGARET M  
8005 N SENECA ST  
VALLEY CENTER, KS 67147

## POTENTIAL IMPACT:



PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
303 SOUTH TOPEKA WICHITA, KS 67202  
316-262-6457 [www.pec1.com](http://www.pec1.com)

Meridian Street Paving Improvements - Property Acquisition Costs				
No.	Property Owner	Area (SF)		
		Temporary	Drainage/Utility	ROW
1	Margaret M Elliott	2,641.00		
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
	<b>Total</b>	2641	0	0
	<b>Cost per Square Foot</b>	\$ 0.41	\$ 0.41	\$ 0.46
	<b>Total Cost</b>	\$ 1,082.81	\$ -	\$ -
	<b>Grand Total Cost</b>	\$ 1,082.81		

## ***Form G - Estimate of Just Compensation***

It is determined that an appraisal is not required because the valuation problem is uncomplicated, and the fair market value of the acquisition area is estimated at \$10,000 or less.

COUNTY: Sedgwick PROJECT NO: VC- Seneca N-0751-01 TR NO: GT VC01428  
 OWNER: Elliott, Margaret M  
 ADDRESS: 8005 N Seneca  
 CITY/ST: Valley Center, Ks  
 PHONE:

Insp Date: Insp'd With: Date Acq'n Booklet Furnished:

### **COMPARABLE SALES**

Sale No.	Sale Date	Location (S-T-R)	Sale Price	Area	Unit Value
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### **NOTES:**

### **PROJECT REQUIREMENTS:**

Item	Area	Unit Value	Value
<b>01428</b>	<b>2641 sq. ft.</b>	<b>.41 sq. ft.</b>	<b>1082.81</b>

### **OTHER ACQUISITION ITEMS:**

### **COST TO CURE ITEMS:**

---

**ESTIMATED TOTAL COMPENSATION      \$1082.81**

**CONSENT AGENDA**

**E. APPROVAL OF EASEMENT-7945 N SENECA:**

PROJECT: VC- Seneca N-0751-01

DATE: 4/15/2025

COUNTY: Sedgwick

TRACT NO: 00208001-row, 0208001 - tce

LOCATION: 7945 N Seneca Valley Center, Kansas 67147

Dear Vickie Sue Kingsbury,

The City of Valley Center has approved a program for the construction and improvements of the above-mentioned project. To accomplish the anticipated improvements, it will be necessary to acquire certain real property as indicated on the engineering plan and more particularly described in the instruments which will be presented to you for signature(s), if you are receptive to the offer.

Based upon the fair market value of such real property, as determined by established procedures, the City of Valley Center is offering you the sum of three thousand, four hundred, ten dollars and ninety-five cents (\$3410.95) for your real property, which has been determined to be just compensation for your property, or the portion thereof to be acquired.

**The amount quoted includes the following items:**

Real property to be acquired as right of way: 4095 Sq Ft

Buildings acquired with right of way: None

Other easements, if any: Temporary 3725 Sq Ft

The above offer will not be altered unless additional value information or evidence is presented or otherwise becomes known to the City of Valley Center. In such a case, it will then be necessary to have an administrative review to determine if the offer should be changed. Should our offer not be acceptable to you, our only alternative under established procedure is to proceed under the laws of eminent domain (sometimes known as "condemnation" procedure).

In the event of either negotiation or condemnation, the landowner will be paid in the full amount of the negotiated settlement, or the amount of just compensation allowed by the court appraisers, prior to the time the City of Valley Center will require the landowner to vacate the property.

The fifteen items set forth in K.S.A. 26-513 (listed below), if applicable to your property, were considered in ascertaining the amount of compensation and damages. Other factors may also have been considered. They were not considered as separate items of damages but were considered only as they affect the total compensation and damages established by our appraiser.

1. The most advantageous use to which the property is reasonably adaptable.
1. Access to the property remaining.
2. Appearance of the property remaining, if appearance is an element of value in connection with any use for which the property is reasonably adaptable.
3. Productivity, convenience, use of the property taken, or use of the property remaining.
4. View, ventilation, and light, to the extent that they are beneficial attributes to the use of which the remaining property is devoted or to which it is reasonably adaptable.
2. Severance or division of a tract, whether the severance is initial or is in aggravation of a previous severance; changes of grade and loss or impairment of access by means of underpass or overpass incidental to changing the character or design of an existing improvement being considered as in aggravation of a previous severance, if in connection with the taking of additional land and needed to make the change in the improvement.
3. Loss of trees and shrubbery to the extent that they affect the value of the land taken, and to the extent that their loss impairs the value of the land remaining.
4. Cost of new fences or loss of fences and the cost of replacing them with fences of like quality, to the extent that their loss impairs the value of the land remaining.
5. Destruction of a legal nonconforming use.
6. Damages to property abutting on a right of way due to change in grade where accompanied by a taking of land.
7. Proximity of new improvements remaining on condemnee's land.
8. Loss of or damage to growing crops.
9. That the property could be or had been adapted to a use which was profitably carried out.
10. Cost of new drains and loss of drains and the cost of replacing them with drains of like quality, to the extent that such loss affects the value of the property remaining.
11. Cost of new private roads or passageways or loss of private roads or passageways and the cost of replacing them with private roads or passageways of like quality, to the extent that such loss affects the value of the property remaining.

Value of entire property of interest "before" taking \$ \_\_\_\_\_  
Value of entire property of interest "after" taking \$ \_\_\_\_\_  
Value of the right of way to be acquired:  
\$ 1883.70 \_\_\_\_\_  
  
Value of the temporary easement to be acquired:  
\$1527.25 \_\_\_\_\_  
  
Right of way and easement minimum compensation adjustment: \$ 3410.95 \_\_\_\_\_

**TOTAL COMPENSATION**

AND MEASURE OF DAMAGES: \$ 3410.95 \_\_\_\_\_

The City of Valley Center

BY: \_\_\_\_\_

Acquiring Agent

PORTION OF THE S/2 E/2 SE/4 S31-T25S-R01E  
GT 002080001  
KINGSBURY VICKIE SUE  
7945 N SENECA ST, VALLEY CENTER KS 67147  
TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF THE SOUTH HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 01 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS, DESCRIBED AND PREPARED ON 4/14/25, BY ERNEST CANTU JR. P.S. #1407 WITH PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CLS #65), DESCRIBED AS FOLLOWS:

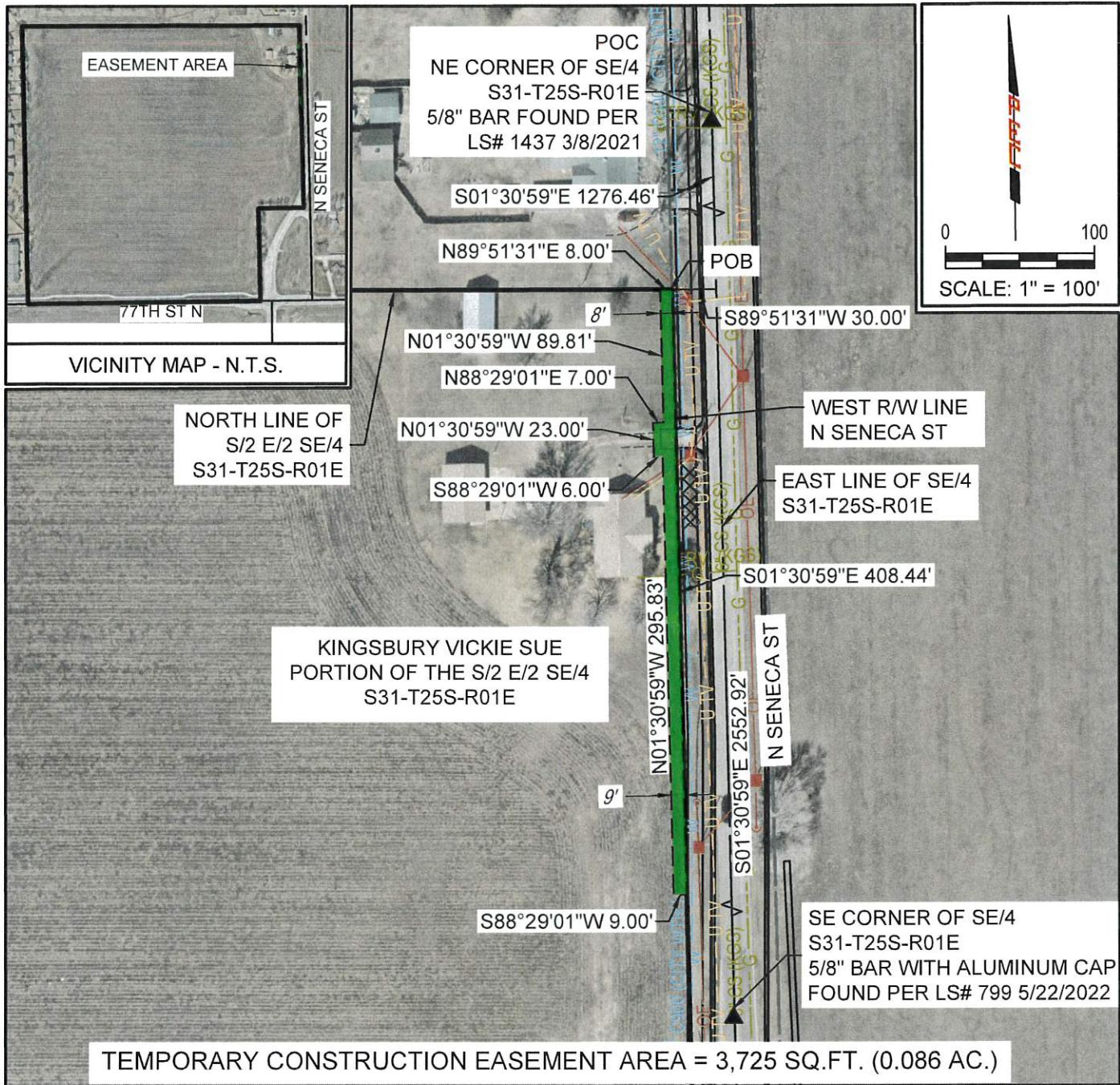
COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 01 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS; THENCE S01°30'59"E (BEARINGS BASED ON THE KANSAS COORDINATE SYSTEM 1983 SOUTH ZONE) ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 1276.46 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE S89°51'31"W ALONG THE NORTH LINE OF SAID SOUTH HALF A DISTANCE OF 30.00 FEET TO THE WEST RIGHT OF WAY LINE OF NORTH SENECA STREET AND THE POINT OF BEGINNING; THENCE S01°30'59"E, PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 408.44 FEET; THENCE S88°29'01"W A DISTANCE OF 9.00 FEET; THENCE N01°30'59"W A DISTANCE OF 295.83 FEET; THENCE S88°29'01"W A DISTANCE OF 6.00 FEET; THENCE N01°30'59"W A DISTANCE OF 23.00 FEET; THENCE N88°29'01"E A DISTANCE OF 7.00 FEET; THENCE N01°30'59"W A DISTANCE OF 89.81 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE N89°51'31"E ALONG SAID NORTH LINE A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING; ENCOMPASSING 0.086 ACRE, MORE OR LESS.



PREPARED BY: ERNEST CANTU JR. PS #1407  
PEC PROJECT NO. 217013-017

## TRACT GT 002080001

## TEMPORARY CONSTRUCTION EASEMENT



## LEGEND

—	SECTION LINE
—	PROPERTY LINE
—	ESMT LINE
—	TEMPORARY CONSTRUCTION ESMT
▲	SECTION CORNER
▲	POINT OF BEGINNING / COMMENCING
●	GUARANTEED IMPACT
○	POTENTIAL IMPACT



PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
303 SOUTH TOPEKA WICHITA, KS 67202  
316-262-6457 [www.pec1.com](http://www.pec1.com)

**GUARANTEED IMPACT:**  
-5 2" HEDGE ROW BUSHES

**POTENTIAL IMPACT:**

**DATE:** April 14, 2025

**FIELD WORK WAS COMPLETED:**  
September 27, 2023

**PROPERTY ADDRESS:**  
KINGSBURY VICKIE SUE  
7945 N SENECAS ST  
VALLEY CENTER, KS 67147

**OWNER INFO:**  
KINGSBURY VICKIE SUE  
2926 W 59TH CIR N  
WICHITA, KS 67204

**EXHIBIT A**  
SHEET 1 OF 2

PORTION OF THE S/2 E/2 SE/4 S31-T25S-R01E  
GT 002080001  
KINGSBURY VICKIE SUE  
7945 N SENECA ST, VALLEY CENTER KS 67147  
ROAD RIGHT OF WAY EASEMENT DESCRIPTION

A PORTION OF THE SOUTH HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 01 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS, DESCRIBED AND PREPARED ON 3/4/25, BY ERNEST CANTU JR. P.S. #1407 WITH PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CLS #65), DESCRIBED AS FOLLOWS:

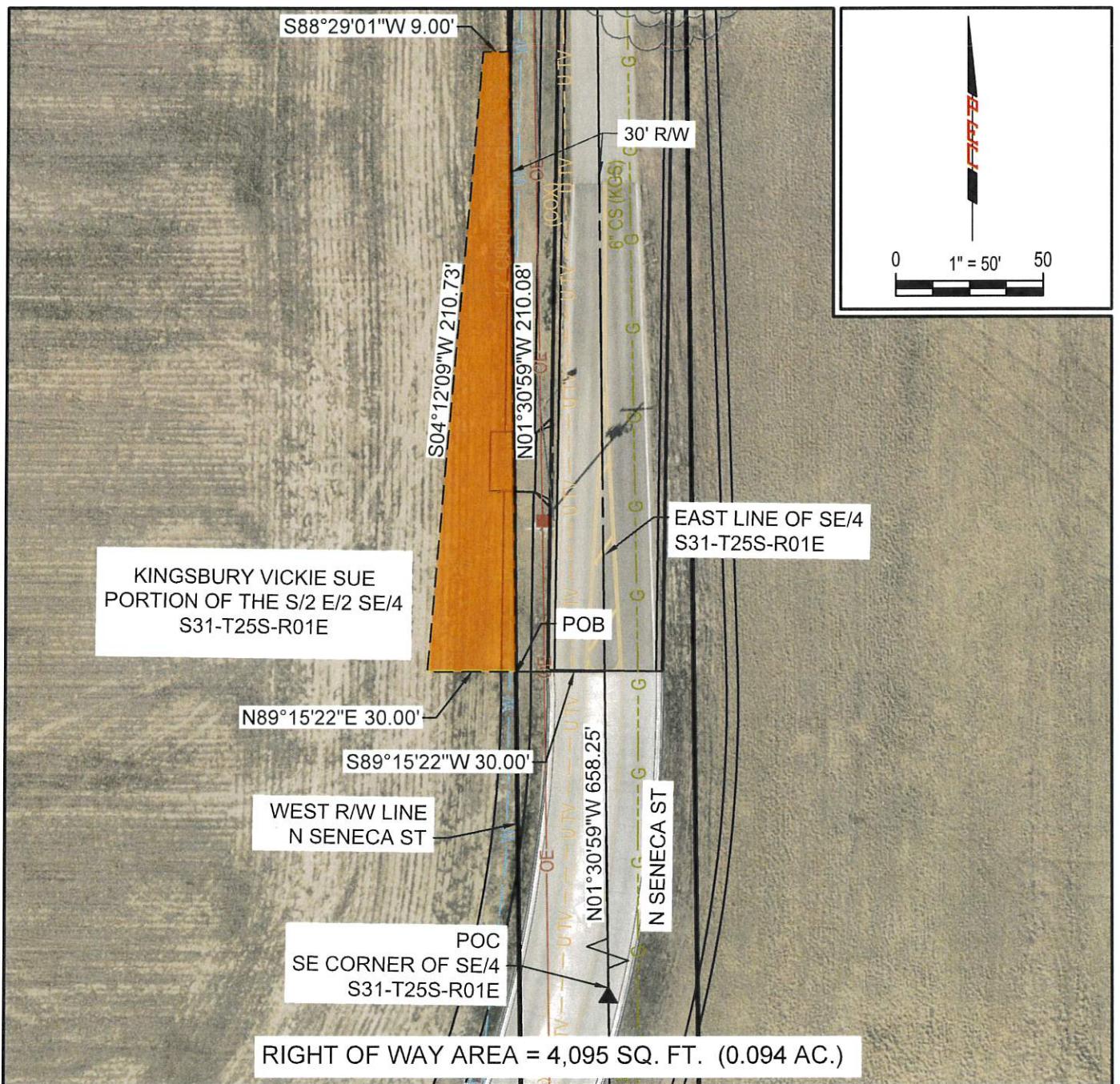
COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE N01°30'59"W (BEARINGS BASED ON THE KANSAS COORDINATE SYSTEM 1983 SOUTH ZONE) ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 658.25 FEET; THENCE S89°15'22"W A DISTANCE OF 30.00 FEET TO THE WEST RIGHT OF WAY LINE OF NORTH SENECA STREET AND THE POINT OF BEGINNING; THENCE N01°30'59"W ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 210.08 FEET; THENCE S88°29'01"W A DISTANCE OF 9.00 FEET; THENCE S04°12'09"W A DISTANCE OF 210.73 FEET; THENCE N89°15'22"E A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; ENCOMPASSING 4,095 SQFT, MORE OR LESS.



PREPARED BY: ERNEST CANTU JR. PS #1407  
PEC PROJECT NO. 217013-017

TRACT GT 00208001

## RIGHT OF WAY



<u>LEGEND</u>		<u>GUARANTEED IMPACT:</u>	<u>DATE:</u> March 4, 2025
—	SECTION LINE		
—	PROPERTY LINE		
—	ESMT LINE		
	RIGHT OF WAY		
▲	SECTION CORNER / POINT OF BEGINNING / COMMENCING		
POB / POC			
×	GUARANTEED IMPACT		
○	POTENTIAL IMPACT		
 <b>PEC</b> PROFESSIONAL ENGINEERING CONSULTANTS, P.A. 303 SOUTH TOPEKA WICHITA, KS 67202 316-262-6457 <a href="http://www.pec1.com">www.pec1.com</a>	<u>POTENTIAL IMPACT:</u>	<u>FIELD WORK WAS COMPLETED:</u> JULY 23, 2024	<u>PROPERTY ADDRESS:</u> KINGSBURY VICKIE SUE 7945 N SENECA ST N/A, KS
			<u>OWNER INFO:</u> KINGSBURY VICKIE SUE 2926 W 59TH CIR N WICHITA, KS 67204

Seneca Street Paving Improvements - Property Acquisition Costs				
No.	Property Owner	Area (SF)		
		Temporary	Drainage/Utility	ROW
1	Vickie Sue Kingsbury			4095
2	Vickie Sue Kingsbury	3,725.00		
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
		Total	3725	0 4095
		Cost per Square Foot	\$ 0.41	\$ 0.41 \$ 0.46
		Total Cost	\$ 1,527.25	\$ - \$ 1,883.70
		Grand Total Cost	\$ 3,410.95	

## ***Form G - Estimate of Just Compensation***

It is determined that an appraisal is not required because the valuation problem is uncomplicated, and the fair market value of the acquisition area is estimated at \$10,000 or less.

COUNTY: Sedgwick PROJECT NO: VC- Seneca N-0751-01 TR NO: 00208001  
 OWNER: Kingsbury, Vickie Sue  
 ADDRESS: 7945 N Seneca  
 CITY/ST: Valley Center, Ks  
 PHONE:

Insp Date: Insp'd With: Date Acq'n Booklet Furnished:

### **COMPARABLE SALES**

Sale No.	Sale Date	Location (S-T-R)	Sale Price	Area	Unit Value
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### **NOTES:**

### **PROJECT REQUIREMENTS:**

Item	Area	Unit	Value
208001	4095 sq. ft.	.46 sq. ft.	<b>1883.70</b>
208001	3725 sq. ft.	.41 sq. ft.	<b>1527.25</b>

### **OTHER ACQUISITION ITEMS:**

### **COST TO CURE ITEMS:**

---

**ESTIMATED TOTAL COMPENSATION      \$3410.95**

**CONSENT AGENDA**

**F. APPROVAL OF EASEMENT-1701 E TANNER TRAIL:**

PROJECT: VC- Seneca N-0751-01

DATE: 4/15/2025

COUNTY: Sedgwick

TRACT NO: VC01019

LOCATION: 1701 E Tanner Trail Valley Center, Kansas 67147

Dear Kenneth Thiessen,

The City of Valley Center has approved a program for the construction and improvements of the above-mentioned project. To accomplish the anticipated improvements, it will be necessary to acquire certain real property as indicated on the engineering plan and more particularly described in the instruments which will be presented to you for signature(s), if you are receptive to the offer.

Based upon the fair market value of such real property, as determined by established procedures, the City of Valley Center is offering you the sum of one thousand, seven-hundred dollars and sixty-eight cents (\$1700.68) for your real property, which has been determined to be just compensation for your property, or the portion thereof to be acquired.

**The amount quoted includes the following items:**

Real property to be acquired as right of way:

Buildings acquired with right of way: None

Other easements, if any: Temporary 4148 Sq Ft

The above offer will not be altered unless additional value information or evidence is presented or otherwise becomes known to the City of Valley Center. In such a case, it will then be necessary to have an administrative review to determine if the offer should be changed. Should our offer not be acceptable to you, our only alternative under established procedure is to proceed under the laws of eminent domain (sometimes known as "condemnation" procedure).

In the event of either negotiation or condemnation, the landowner will be paid in the full amount of the negotiated settlement, or the amount of just compensation allowed by the court appraisers, prior to the time the City of Valley Center will require the landowner to vacate the property.

The fifteen items set forth in K.S.A. 26-513 (listed below), if applicable to your property, were considered in ascertaining the amount of compensation and damages. Other factors may also have been considered. They were not considered as separate items of damages but were considered only as they affect the total compensation and damages established by our appraiser.

1. The most advantageous use to which the property is reasonably adaptable.
1. Access to the property remaining.
2. Appearance of the property remaining, if appearance is an element of value in connection with any use for which the property is reasonably adaptable.
3. Productivity, convenience, use of the property taken, or use of the property remaining.
4. View, ventilation, and light, to the extent that they are beneficial attributes to the use of which the remaining property is devoted or to which it is reasonably adaptable.
2. Severance or division of a tract, whether the severance is initial or is in aggravation of a previous severance; changes of grade and loss or impairment of access by means of underpass or overpass incidental to changing the character or design of an existing improvement being considered as in aggravation of a previous severance, if in connection with the taking of additional land and needed to make the change in the improvement.
3. Loss of trees and shrubbery to the extent that they affect the value of the land taken, and to the extent that their loss impairs the value of the land remaining.
4. Cost of new fences or loss of fences and the cost of replacing them with fences of like quality, to the extent that their loss impairs the value of the land remaining.
5. Destruction of a legal nonconforming use.
6. Damages to property abutting on a right of way due to change in grade where accompanied by a taking of land.
7. Proximity of new improvements remaining on condemnee's land.
8. Loss of or damage to growing crops.
9. That the property could be or had been adapted to a use which was profitably carried out.
10. Cost of new drains and loss of drains and the cost of replacing them with drains of like quality, to the extent that such loss affects the value of the property remaining.
11. Cost of new private roads or passageways or loss of private roads or passageways and the cost of replacing them with private roads or passageways of like quality, to the extent that such loss affects the value of the property remaining.

Value of entire property of interest "before" taking \$ \_\_\_\_\_  
Value of entire property of interest "after" taking \$ \_\_\_\_\_  
Value of the right of way to be acquired: \_\_\_\_\_

Value of the temporary easement to be acquired:

\$ 1700.68 \_\_\_\_\_

Right of way and easement minimum compensation adjustment: \$ 1700.68 \_\_\_\_\_

**TOTAL COMPENSATION**

**AND MEASURE OF DAMAGES:** \$ 1700.68 \_\_\_\_\_

The City of Valley Center

BY: \_\_\_\_\_

Acquiring Agent

PLATTED  
GT VC01019  
THIESSEN KENNETH  
1701 E TANNER TRL, VALLEY CENTER, KS 67147  
TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF LOT 31, BLOCK 2, FIDDLERS CREEK ESTATES, VALLEY CENTER, SEDGWICK COUNTY, KANSAS, IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 25 SOUTH, RANGE 1 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS, DESCRIBED AND PREPARED ON APRIL 14, 2025, BY ERNEST CANTU JR. P.S. #1407 WITH PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CLS #65), DESCRIBED AS FOLLOWS:

THE WEST 20.00 FEET OF LOT 31, BLOCK 2, FIDDLER CREEK ESTATES, VALLEY CENTER, SEDGWICK COUNTY, KANSAS; ENCOMPASSING 0.095 ACRE, MORE OR LESS.

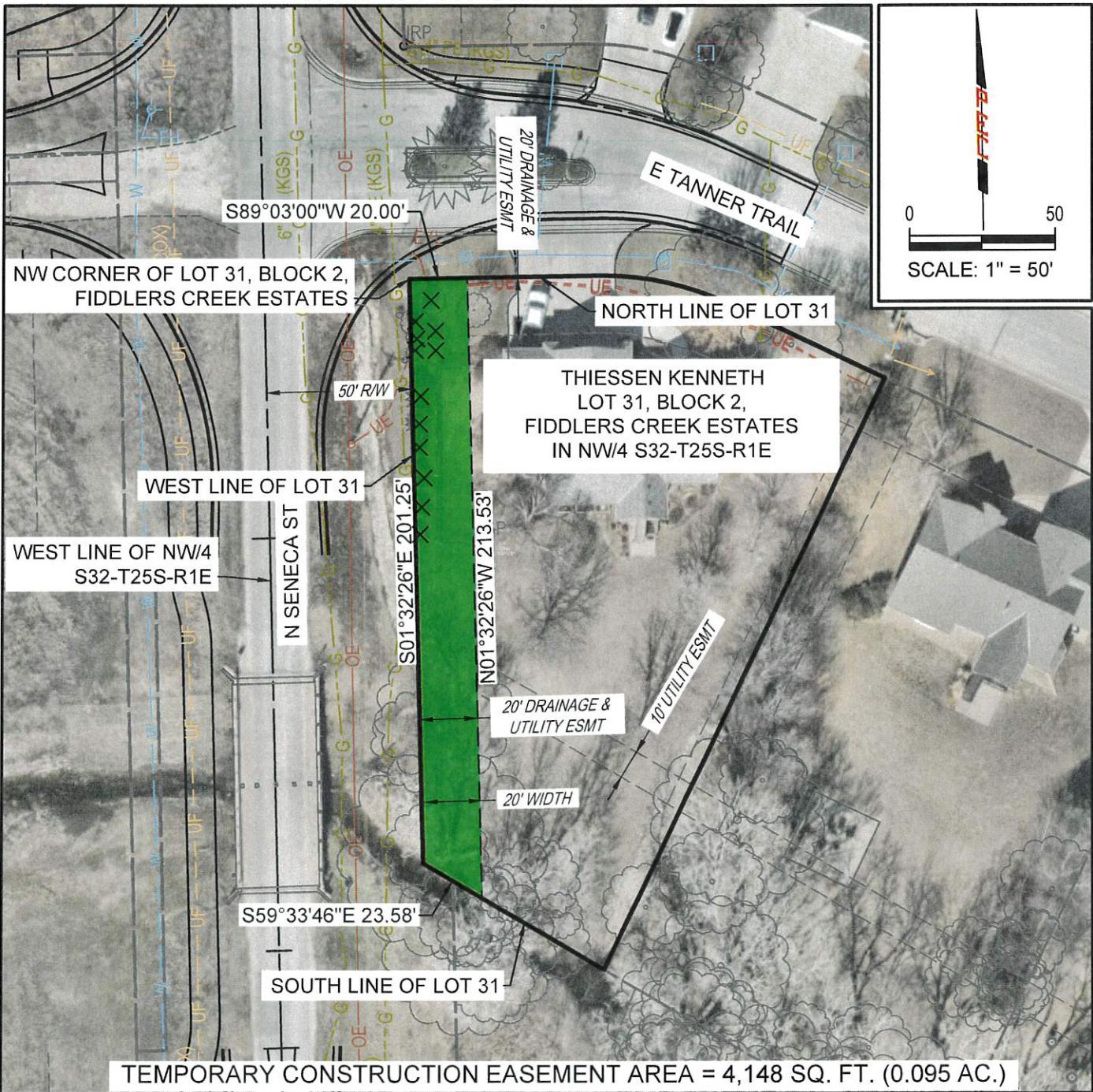


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PREPARED BY: ERNEST CANTU JR. PS #1407  
PEC PROJECT NO. 217013-017

TRACT GT VC01019

## TEMPORARY CONSTRUCTION EASEMENT



Meridian Street Paving Improvements - Property Acquisition Costs				
No.	Property Owner	Area (SF)		
		Temporary	Drainage/Utility	ROW
1	Kenneth Thiessen	4,148.00		
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
		<b>Total</b>	4148	0
				0
		<b>Cost per Square Foot</b>	\$ 0.41	\$ 0.41
				\$ 0.46
		<b>Total Cost</b>	\$ 1,700.68	\$ -
				\$ -
		<b>Grand Total Cost</b>	\$ 1,700.68	

## ***Form G - Estimate of Just Compensation***

It is determined that an appraisal is not required because the valuation problem is uncomplicated, and the fair market value of the acquisition area is estimated at \$10,000 or less.

COUNTY: Sedgwick PROJECT NO: VC- Seneca N-0751-01 TR NO: VC01019  
 OWNER: Thiessen, Kenneth  
 ADDRESS: 1701 E Tanner Trail  
 CITY/ST: Valley Center, Ks  
 PHONE:

Insp Date: Insp'd With: Date Acq'n Booklet Furnished:

### **COMPARABLE SALES**

Sale No.	Sale Date	Location (S-T-R)	Sale Price	Area	Unit Value
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### **NOTES:**

### **PROJECT REQUIREMENTS:**

Item	Area	Unit	Value	Value	
01019	4148	sq. ft.	.41	sq. ft.	1700.68

### **OTHER ACQUISITION ITEMS:**

### **COST TO CURE ITEMS:**

---

**ESTIMATED TOTAL COMPENSATION      \$1700.68**

**CONSENT AGENDA**

**G. APPROVAL OF EASEMENT-8110 N SENECA:**

PROJECT: VC- Seneca N-0751-01

DATE: 4/15/2025

COUNTY: Sedgwick

TRACT NO: 00224, 00224008

LOCATION: 8110 N Seneca Valley Center, Kansas 67147

Dear Karin N & Garrett A Witthar,

The City of Valley Center has approved a program for the construction and improvements of the above-mentioned project. To accomplish the anticipated improvements, it will be necessary to acquire certain real property as indicated on the engineering plan and more particularly described in the instruments which will be presented to you for signature(s), if you are receptive to the offer.

Based upon the fair market value of such real property, as determined by established procedures, the City of Valley Center is offering you the sum of twenty-nine thousand, four hundred, sixty-eight dollars and ninety-eight cents (\$29,468.98) for your real property, which has been determined to be just compensation for your property, or the portion thereof to be acquired.

**The amount quoted includes the following items:**

Real property to be acquired as right of way: 64,064 Sq Ft

Buildings acquired with right of way: None

Other easements, if any: Temporary None

The above offer will not be altered unless additional value information or evidence is presented or otherwise becomes known to the City of Valley Center. In such a case, it will then be necessary to have an administrative review to determine if the offer should be changed. Should our offer not be acceptable to you, our only alternative under established procedure is to proceed under the laws of eminent domain (sometimes known as "condemnation" procedure).

In the event of either negotiation or condemnation, the landowner will be paid in the full amount of the negotiated settlement, or the amount of just compensation allowed by the court appraisers, prior to the time the City of Valley Center will require the landowner to vacate the property.

The fifteen items set forth in K.S.A. 26-513 (listed below), if applicable to your property, were considered in ascertaining the amount of compensation and damages. Other factors may also have been considered. They were not considered as separate items of damages but were considered only as they affect the total compensation and damages established by our appraiser.

1. The most advantageous use to which the property is reasonably adaptable.
1. Access to the property remaining.
2. Appearance of the property remaining, if appearance is an element of value in connection with any use for which the property is reasonably adaptable.
3. Productivity, convenience, use of the property taken, or use of the property remaining.
4. View, ventilation, and light, to the extent that they are beneficial attributes to the use of which the remaining property is devoted or to which it is reasonably adaptable.
2. Severance or division of a tract, whether the severance is initial or is in aggravation of a previous severance; changes of grade and loss or impairment of access by means of underpass or overpass incidental to changing the character or design of an existing improvement being considered as in aggravation of a previous severance, if in connection with the taking of additional land and needed to make the change in the improvement.
3. Loss of trees and shrubbery to the extent that they affect the value of the land taken, and to the extent that their loss impairs the value of the land remaining.
4. Cost of new fences or loss of fences and the cost of replacing them with fences of like quality, to the extent that their loss impairs the value of the land remaining.
5. Destruction of a legal nonconforming use.
6. Damages to property abutting on a right of way due to change in grade where accompanied by a taking of land.
7. Proximity of new improvements remaining on condemnee's land.
8. Loss of or damage to growing crops.
9. That the property could be or had been adapted to a use which was profitably carried out.
10. Cost of new drains and loss of drains and the cost of replacing them with drains of like quality, to the extent that such loss affects the value of the property remaining.
11. Cost of new private roads or passageways or loss of private roads or passageways and the cost of replacing them with private roads or passageways of like quality, to the extent that such loss affects the value of the property remaining.

Value of entire property of interest "before" taking \$ \_\_\_\_\_  
Value of entire property of interest "after" taking \$ \_\_\_\_\_  
Value of the right of way to be acquired:  
\_\_\_\_\_ \$ 29,468.98 \_\_\_\_\_

Value of the temporary easement to be acquired:  
\_\_\_\_\_

Right of way and easement minimum compensation adjustment: \$ 29,468.98

TOTAL COMPENSATION  
AND MEASURE OF DAMAGES: \$ 29,468.98

The City of Valley Center

BY: \_\_\_\_\_

Acquiring Agent

**EXHIBIT A**  
SHEET 1 OF 2

PORTION OF SW/4 S32-T25S-R01E  
GT 002240008  
WITTHAR KARIN N & GARRETT A  
8110 N SENECA ST, VALLEY CENTER KS 67147  
ROAD RIGHT OF WAY EASEMENT DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 25 SOUTH, RANGE 01 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS, DESCRIBED AND PREPARED ON 3/4/25, BY ERNEST CANTU JR. P.S. #1407 WITH PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CLS #65), DESCRIBED AS FOLLOWS:

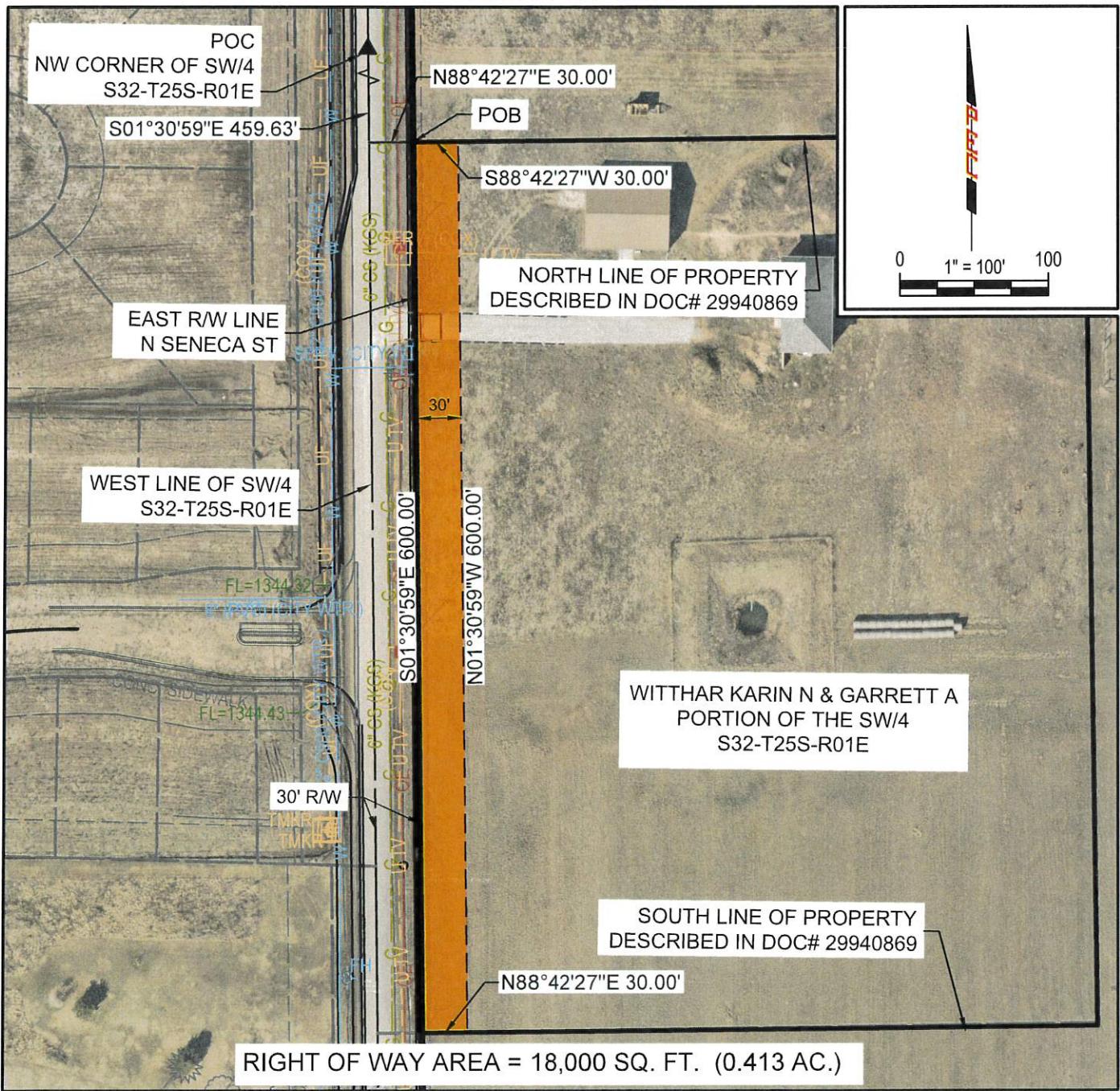
COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE S01°30'59"E (BEARINGS BASED ON THE KANSAS COORDINATE SYSTEM 1983 SOUTH ZONE) ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 459.63 FEET; THENCE N88°42'27"E A DISTANCE OF 30.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH SENECA STREET AND THE POINT OF BEGINNING; THENCE S01°30'59"E ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 600.00 FEET TO THE SOUTH LINE OF A PROPERTY DESCRIBED IN DOC.#/FLM-PG:29940869; THENCE N88°42'27"E ALONG SAID SOUTH LINE A DISTANCE OF 30.00 FEET; THENCE N01°30'59"W A DISTANCE OF 600.00 FEET TO THE NORTH LINE OF SAID PROPERTY; THENCE S88°42'27"W ALONG SAID NORTH LINE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; ENCOMPASSING 18,000 SQFT, MORE OR LESS.



PREPARED BY: ERNEST CANTU JR. PS #1407  
PEC PROJECT NO. 217013-017

## TRACT GT 002240008

## RIGHT OF WAY



## LEGEND

- SECTION LINE
- PROPERTY LINE
- ESMT LINE
- RIGHT OF WAY
- ▲ POB / POC
- SECTION CORNER
- POINT OF BEGINNING / COMMENCING
- GUARANTEED IMPACT
- POTENTIAL IMPACT



**PEC**

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
303 SOUTH TOPEKA WICHITA, KS 67202  
316-262-6457 [www.pec1.com](http://www.pec1.com)

## GUARANTEED IMPACT:

## POTENTIAL IMPACT:

DATE: March 4, 2025

FIELD WORK WAS COMPLETED:  
JULY 23, 2024PROPERTY ADDRESS:  
8110 N SENECA ST  
VALLEY CENTER, KSOWNER INFO:  
WITTHAR KARIN N & GARRETT A  
8110 N SENECA ST  
ALLEY CENTER, KS

# EXHIBIT A

SHEET 1 OF 2

PORTION OF W/2 SW/4 S32-T25S-R01E  
 GT 00224  
 WITTHAR KARIN N & GARRETT A  
 N/A N SENECA ST, VALLEY CENTER KS 67147  
 ROAD RIGHT OF WAY EASEMENT DESCRIPTION

A PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 25 SOUTH, RANGE 01 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS, DESCRIBED AND PREPARED ON 3/4/25, BY ERNEST CANTU JR. P.S. #1407 WITH PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CLS #65), DESCRIBED AS FOLLOWS:

**EASEMENT #1**

COMMENCING #1 AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE N01°30'59"W (BEARINGS BASED ON THE KANSAS COORDINATE SYSTEM 1983 SOUTH ZONE) ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 417.39 FEET; THENCE N89°06'00"E A DISTANCE OF 30.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH SENECA STREET AND THE POINT OF BEGINNING #1; THENCE N01°30'59"W ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 1076.10 FEET TO THE SOUTH LINE OF A PROPERTY DESCRIBED IN DOC.#/FLM-PG:29940869 IN THE SEDGWICK COUNTY REGISTER OF DEEDS; THENCE N88°42'27"E ALONG SAID SOUTH PROPERTY LINE A DISTANCE OF 30.00 FEET; THENCE S01°30'59"E A DISTANCE OF 1076.31 FEET TO THE SOUTH LINE OF A PROPERTY DESCRIBED IN DOC.#/FLM-PG:29801563 IN THE SEDGWICK COUNTY REGISTER OF DEEDS; THENCE S89°06'00"W A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING #1; ENCOMPASSING 32,286 SQFT, MORE OR LESS.

**EASEMENT #2**

COMMENCING #2 AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE N89°11'46"E (BEARINGS BASED ON THE KANSAS COORDINATE SYSTEM 1983 SOUTH ZONE) ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 30.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH SENECA STREET AND THE POINT OF BEGINNING #2; THENCE S01°30'59"E ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 459.37 FEET TO THE NORTH LINE OF A PROPERTY DESCRIBED IN DOC.#/FLM-PG:29940869 IN THE SEDGWICK COUNTY REGISTER OF DEEDS; THENCE N88°42'27"E ALONG SAID NORTH LINE A DISTANCE OF 30.00 FEET; THENCE N01°31'00"W A DISTANCE OF 459.12 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE S89°11'46"W ALONG SAID NORTH LINE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING #2; ENCOMPASSING 13,777 SQFT, MORE OR LESS.

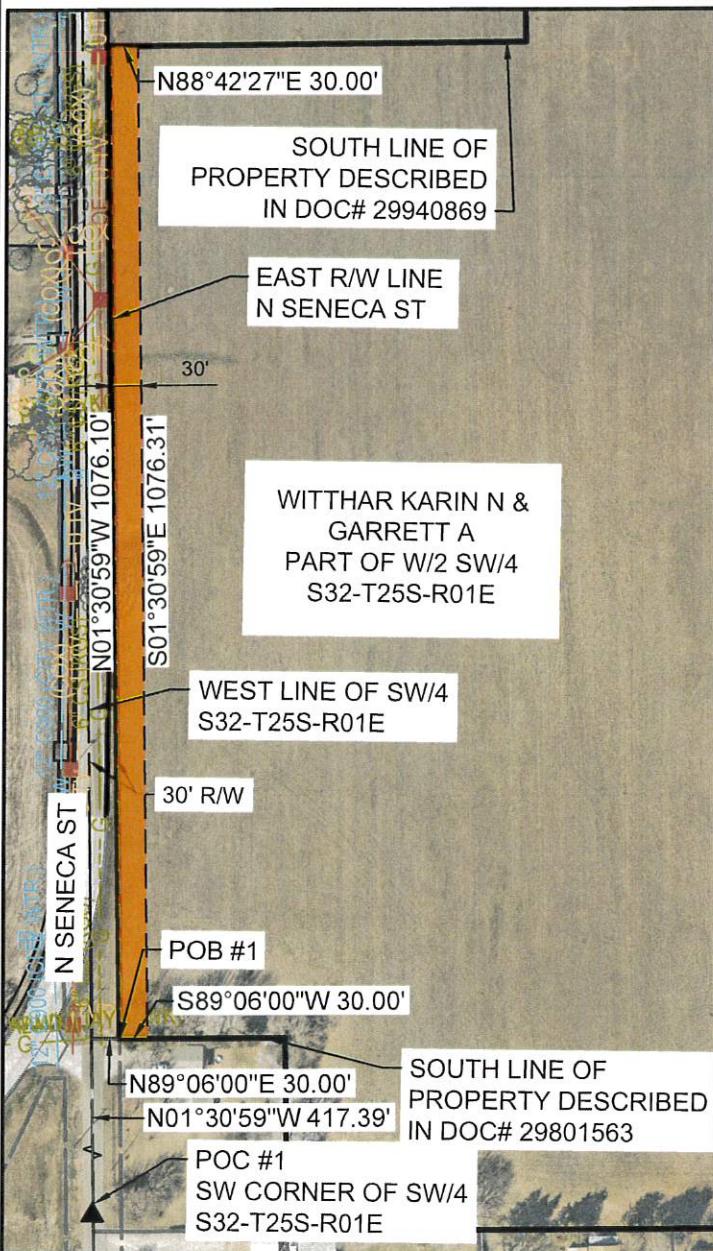
TOTAL AREA BEING 46,063 SQFT, MORE OR LESS.



PREPARED BY: ERNEST CANTU JR. PS #1407  
 PEC PROJECT NO. 217013-017

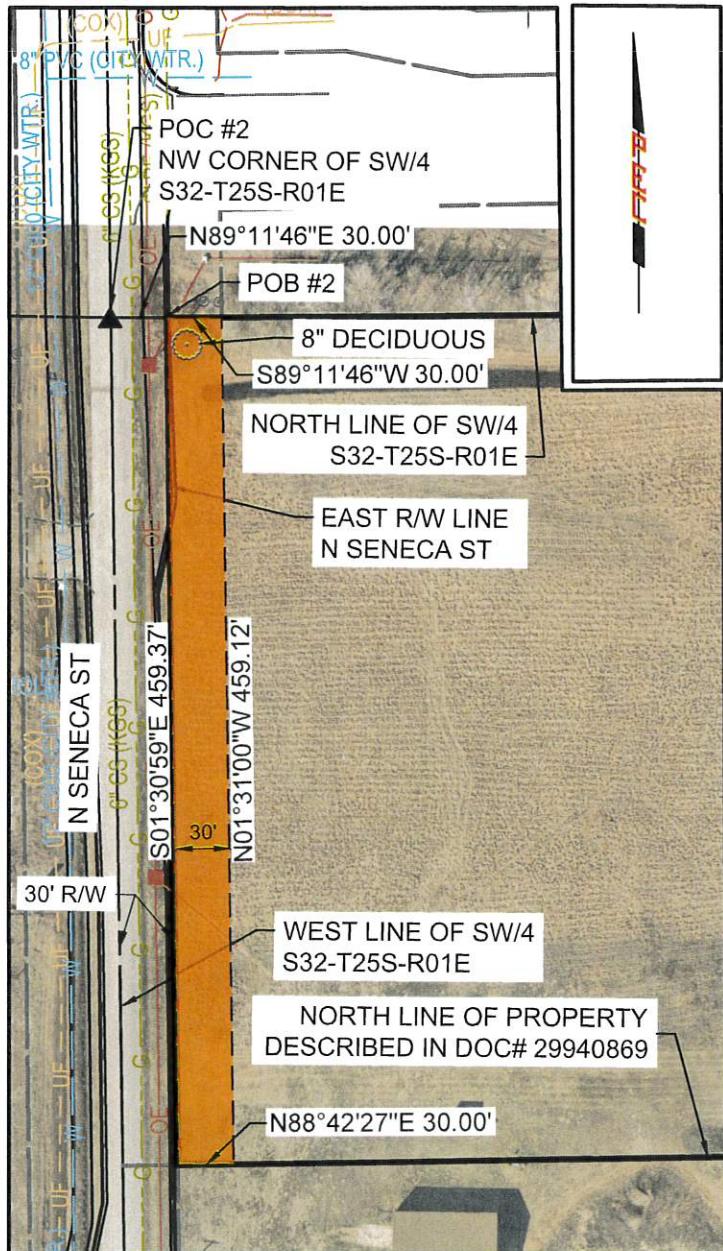
## TRACT GT 00224

## RIGHT OF WAY



RIGHT OF WAY AREA #1 = 32,286 SQFT (0.741 AC)

0 1" = 200' 200



RIGHT OF WAY AREA #2 = 13,777 SQFT (0.316 AC)

0 1" = 100' 100

## LEGEND

- SECTION LINE
- PROPERTY LINE
- ESMT LINE
- RIGHT OF WAY
- ▲ POB / POC
- SECTION CORNER
- POINT OF BEGINNING / COMMENCING
- GUARANTEED IMPACT
- POTENTIAL IMPACT



PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
303 SOUTH TOPEKA WICHITA, KS 67202  
316-262-6457 [www.pec1.com](http://www.pec1.com)

## GUARANTEED IMPACT:

POTENTIAL IMPACT:  
8" DECIDUOUS TREE

DATE: March 4, 2025

FIELD WORK WAS COMPLETED:  
JULY 23, 2024PROPERTY ADDRESS:  
N/A N SENECA ST  
VALLEY CENTER, KSOWNER INFO:  
WITTHAR KARIN N & GARRETT A  
8110 N SENECA ST  
ALLEY CENTER, KS

Meridian Street Paving Improvements - Property Acquisition Costs				
No.	Property Owner	Area (SF)		
		Temporary	Drainage/Utility	ROW
1	Karin & Garrett Witthar			46063
2	Karin & Garrett Witthar			18000
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
		Total	0	0
				64063
		Cost per Square Foot	\$ 0.41	\$ 0.41
				\$ 0.46
		Total Cost	\$ -	\$ -
				\$ 29,468.98
		Grand Total Cost	\$ 29,468.98	

## ***Form G - Estimate of Just Compensation***

It is determined that an appraisal is not required because the valuation problem is uncomplicated, and the fair market value of the acquisition area is estimated at \$10,000 or less.

COUNTY: Sedgwick PROJECT NO: VC- Seneca N-0751-01 TR NO: 00224, 00224008  
 OWNER: Witthar, Karin N & Garrett A  
 ADDRESS: 8110 N Seneca  
 CITY/ST: Valley Center, Ks  
 PHONE:

Insp Date: Insp'd With: Date Acq'n Booklet Furnished:

### **COMPARABLE SALES**

Sale No.	Sale Date	Location (S-T-R)	Sale Price	Area	Unit Value
----------	-----------	------------------	------------	------	------------

### **NOTES:**

### **PROJECT REQUIREMENTS:**

Item	Area	Unit	Value
00224	46,063 sq. ft.	.46 sq. ft.	21,188.98
224008	18,000 sq. ft.	.46 sq. ft.	8280.00

### **OTHER ACQUISITION ITEMS:**

**COST TO CURE ITEMS:**

---

**ESTIMATED TOTAL COMPENSATION      \$29,468.98**

**CONSENT AGENDA**

**H. APPROVAL OF EASEMENT-TRAILS END DEVELOPMENT:**

PROJECT: VC- Seneca N-0751-01

DATE: 4/15/2025

COUNTY: Sedgwick

TRACT NO: 01570, 01571, 01572, 01573,  
01567

LOCATION: No address

Dear Trails End Development LLC,

The City of Valley Center has approved a program for the construction and improvements of the above-mentioned project. To accomplish the anticipated improvements, it will be necessary to acquire certain real property as indicated on the engineering plan and more particularly described in the instruments which will be presented to you for signature(s), if you are receptive to the offer.

Based upon the fair market value of such real property, as determined by established procedures, the City of Valley Center is offering you the sum of twelve thousand, seven hundred, seventy-six dollars and eighty-three cents (\$12,776.83) for your real property, which has been determined to be just compensation for your property, or the portion thereof to be acquired.

**The amount quoted includes the following items:**

Real property to be acquired as right of way:

Buildings acquired with right of way: None

Other easements, if any: Temporary 31163 Sq Ft

The above offer will not be altered unless additional value information or evidence is presented or otherwise becomes known to the City of Valley Center. In such a case, it will then be necessary to have an administrative review to determine if the offer should be changed. Should our offer not be acceptable to you, our only alternative under established procedure is to proceed under the laws of eminent domain (sometimes known as "condemnation" procedure).

In the event of either negotiation or condemnation, the landowner will be paid in the full amount of the negotiated settlement, or the amount of just compensation allowed by the court appraisers, prior to the time the City of Valley Center will require the landowner to vacate the property.

The fifteen items set forth in K.S.A. 26-513 (listed below), if applicable to your property, were considered in ascertaining the amount of compensation and damages. Other factors may also have been considered. They were not considered as separate items of damages but were considered only as they affect the total compensation and damages established by our appraiser.

1. The most advantageous use to which the property is reasonably adaptable.
1. Access to the property remaining.
2. Appearance of the property remaining, if appearance is an element of value in connection with any use for which the property is reasonably adaptable.
3. Productivity, convenience, use of the property taken, or use of the property remaining.
4. View, ventilation, and light, to the extent that they are beneficial attributes to the use of which the remaining property is devoted or to which it is reasonably adaptable.
2. Severance or division of a tract, whether the severance is initial or is in aggravation of a previous severance; changes of grade and loss or impairment of access by means of underpass or overpass incidental to changing the character or design of an existing improvement being considered as in aggravation of a previous severance, if in connection with the taking of additional land and needed to make the change in the improvement.
3. Loss of trees and shrubbery to the extent that they affect the value of the land taken, and to the extent that their loss impairs the value of the land remaining.
4. Cost of new fences or loss of fences and the cost of replacing them with fences of like quality, to the extent that their loss impairs the value of the land remaining.
5. Destruction of a legal nonconforming use.
6. Damages to property abutting on a right of way due to change in grade where accompanied by a taking of land.
7. Proximity of new improvements remaining on condemnee's land.
8. Loss of or damage to growing crops.
9. That the property could be or had been adapted to a use which was profitably carried out.
10. Cost of new drains and loss of drains and the cost of replacing them with drains of like quality, to the extent that such loss affects the value of the property remaining.
11. Cost of new private roads or passageways or loss of private roads or passageways and the cost of replacing them with private roads or passageways of like quality, to the extent that such loss affects the value of the property remaining.

Value of entire property of interest "before" taking \$ \_\_\_\_\_

Value of entire property of interest "after" taking \$ \_\_\_\_\_

Value of the right of way to be acquired: \_\_\_\_\_

Value of the temporary easement to be acquired: \_\_\_\_\_

\$12,776.83 \_\_\_\_\_

Right of way and easement minimum compensation adjustment: \_\_\_\_\_

**TOTAL COMPENSATION**

AND MEASURE OF DAMAGES: \$ 12,776.83 \_\_\_\_\_

The City of Valley Center

BY: \_\_\_\_\_

Acquiring Agent

**EXHIBIT A**  
SHEET 1 OF 2

PLATTED  
GT VC01752  
TRAILS END DEVELOPMENT LLC  
NO ADDRESS, VALLEY CENTER, KS 67147  
TEMPORARY CONSTRUCTION EASEMENT

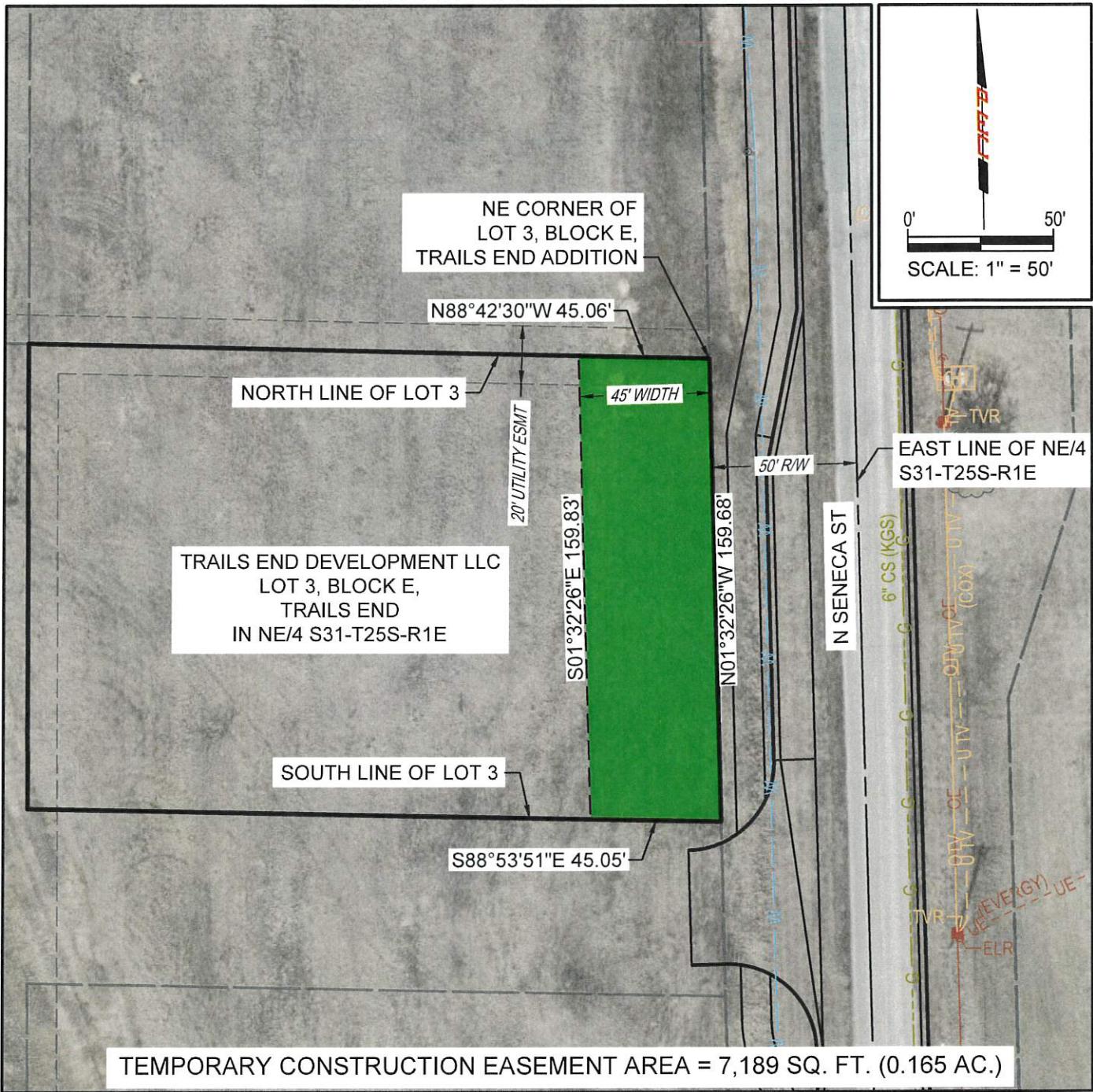
A PORTION OF LOT 3, BLOCK E, TRAILS END, AN ADDITION TO VALLEY CENTER, SEDGWICK COUNTY, KANSAS, IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 1 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS, DESCRIBED AND PREPARED ON MARCH 31, 2025, BY ERNEST CANTU JR. P.S. #1407 WITH PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CLS #65), DESCRIBED AS FOLLOWS:

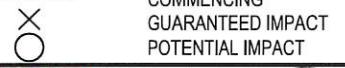
THE EAST 45.00 FEET OF LOT 3, BLOCK E, TRAILS END, AN ADDITION TO VALLEY CENTER, SEDGWICK COUNTY, KANSAS; ENCOMPASSING 0.165 ACRE, MORE OR LESS.



PREPARED BY: ERNEST CANTU JR. PS #1407  
PEC PROJECT NO. 217013-017

TRACT GT VC01752  
TEMPORARY CONSTRUCTION EASEMENT



<u>LEGEND</u>		GUARANTEED IMPACT:	DATE: March 31, 2025  FIELD WORK WAS COMPLETED: <u>September 27, 2023</u>
—	SECTION LINE		
—	PROPERTY LINE		
—	ESMT LINE		
	TEMPORARY CONSTRUCTION ESMT		
▲	SECTION CORNER		
POB / POC	POINT OF BEGINNING / COMMENCING		
	GUARANTEED IMPACT		
	POTENTIAL IMPACT		
POTENTIAL IMPACT:		PROPERTY ADDRESS: TRAILS END DEVELOPMENT LLC NO ADDRESS VALLEY CENTER, KS 67147	OWNER INFO: TRAILS END DEVELOPMENT LLC 156 N EMPORIA AVE WICHITA, KS 67202
	PROFESSIONAL ENGINEERING CONSULTANTS, P.A. 303 SOUTH TOPEKA WICHITA, KS 67202 316-262-6457 <a href="http://www.pec1.com">www.pec1.com</a>		

## EXHIBIT A

SHEET 1 OF 2

PLATTED  
GT VC01751  
TRAILS END DEVELOPMENT LLC  
NO ADDRESS, VALLEY CENTER, KS 67147  
TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF LOT 2, BLOCK E, TRAILS END, AN ADDITION TO VALLEY CENTER, SEDGWICK COUNTY, KANSAS, IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 1 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS, DESCRIBED AND PREPARED ON MARCH 31, 2025, BY ERNEST CANTU JR. P.S. #1407 WITH PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CLS #65), DESCRIBED AS FOLLOWS:

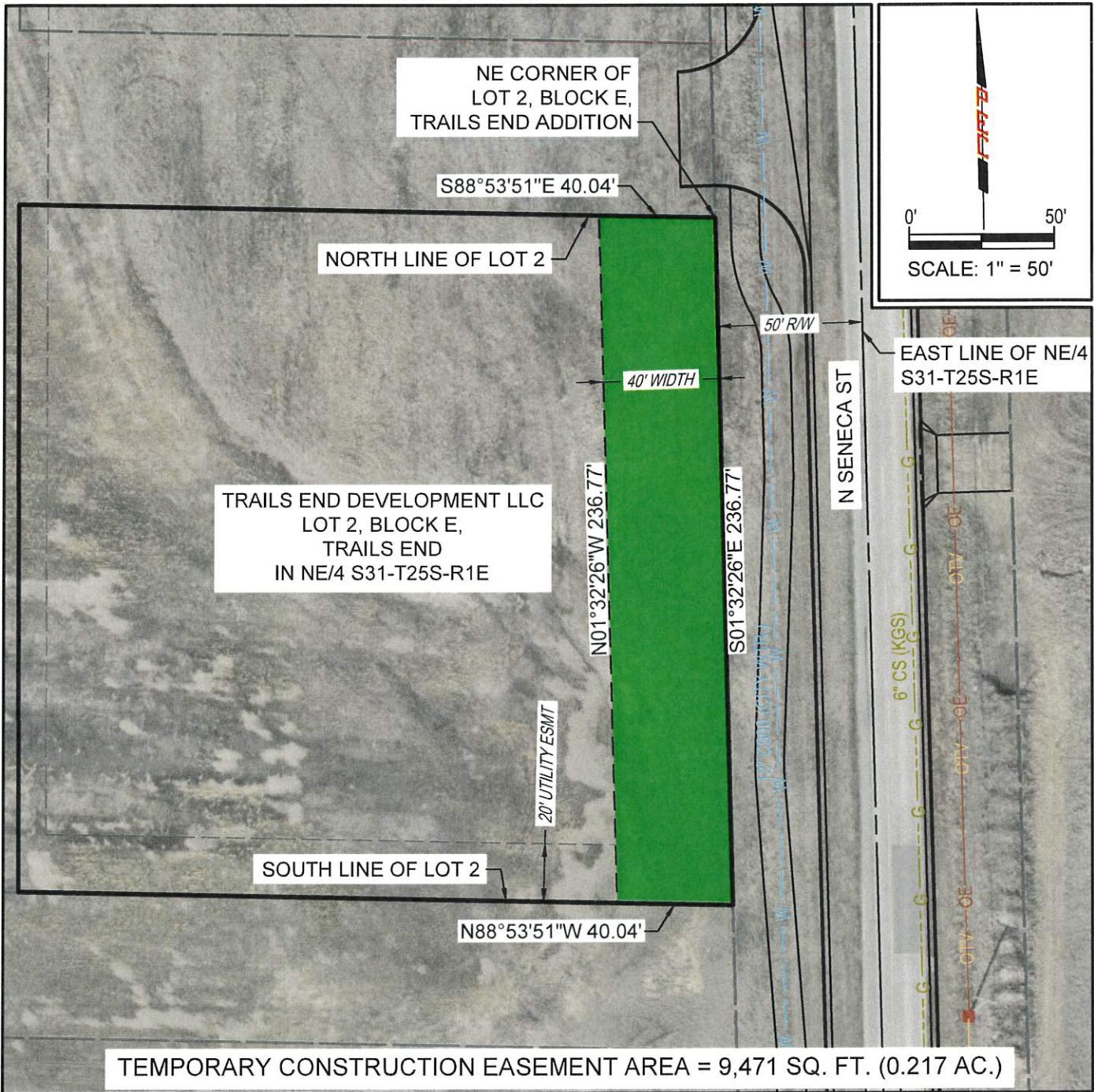
THE EAST 40.00 FEET OF LOT 2, BLOCK E, TRAILS END, AN ADDITION TO VALLEY CENTER, SEDGWICK COUNTY, KANSAS; ENCOMPASSING 0.217 ACRE, MORE OR LESS.



PREPARED BY: ERNEST CANTU JR. PS #1407  
PEC PROJECT NO. 217013-017

# TRACT GT VC01751

## TEMPORARY CONSTRUCTION EASEMENT

**LEGEND**

—	SECTION LINE
—	PROPERTY LINE
—	ESMT LINE
—	TEMPORARY CONSTRUCTION ESMT
▲	SECTION CORNER
●	POINT OF BEGINNING / COMMENCING
○	GUARANTEED IMPACT
○	POTENTIAL IMPACT

**GUARANTEED IMPACT:**

DATE: March 31, 2025

FIELD WORK WAS COMPLETED:  
September 27, 2023**POTENTIAL IMPACT:**PROPERTY ADDRESS:  
TRAILS END DEVELOPMENT LLC  
NO ADDRESS  
VALLEY CENTER, KS 67147OWNER INFO:  
TRAILS END DEVELOPMENT LLC  
156 N EMPORIA AVE  
WICHITA, KS 67202

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
303 SOUTH TOPEKA WICHITA, KS 67202  
316-262-6457 [www.pec1.com](http://www.pec1.com)

**EXHIBIT A**  
SHEET 1 OF 2

PLATTED  
GT VC01750  
TRAILS END DEVELOPMENT LLC  
NO ADDRESS, VALLEY CENTER, KS 67147  
TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF LOT 1, BLOCK E, TRAILS END, AN ADDITION TO VALLEY CENTER, SEDGWICK COUNTY, KANSAS, IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 1 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS, DESCRIBED AND PREPARED ON MARCH 31, 2025, BY ERNEST CANTU JR. P.S. #1407 WITH PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CLS #65), DESCRIBED AS FOLLOWS:

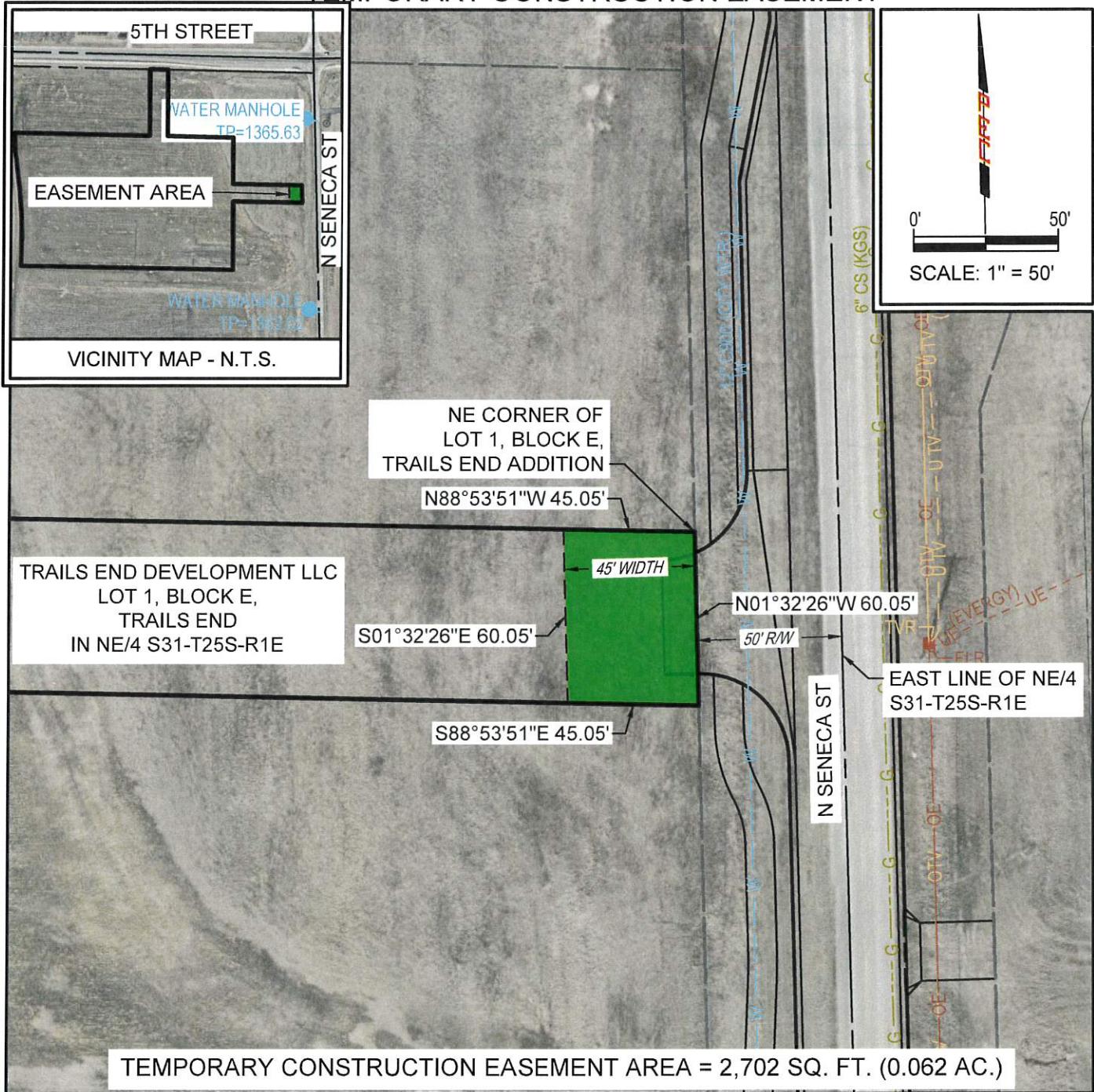
THE EAST 45.00 FEET OF LOT 1, BLOCK E, TRAILS END, AN ADDITION TO VALLEY CENTER, SEDGWICK COUNTY, KANSAS; ENCOMPASSING 0.062 ACRE, MORE OR LESS.



PREPARED BY: ERNEST CANTU JR. PS #1407  
PEC PROJECT NO. 217013-017

## TRACT GT VC01750

## TEMPORARY CONSTRUCTION EASEMENT



## LEGEND

— — — — —	PROPERTY LINE
— — — — —	ESMT LINE
— — — — —	TEMPORARY CONSTRUCTION ESMT
▲	SECTION CORNER
POB / POC	POINT OF BEGINNING / COMMENCING
X	GUARANTEED IMPACT
○	POTENTIAL IMPACT

## GUARANTEED IMPACT:

DATE: March 31, 2025

FIELD WORK WAS COMPLETED:  
September 27, 2023

## POTENTIAL IMPACT:

PROPERTY ADDRESS:  
TRAILS END DEVELOPMENT LLC  
NO ADDRESS  
VALLEY CENTER, KS 67147OWNER INFO:  
TRAILS END DEVELOPMENT LLC  
156 N EMPORIA AVE  
WICHITA, KS 67202

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
303 SOUTH TOPEKA WICHITA, KS 67202  
316-262-6457 [www.pec1.com](http://www.pec1.com)

## EXHIBIT A

SHEET 1 OF 2

PLATTED  
GT VC01753  
TRAILS END DEVELOPMENT LLC  
NO ADDRESS, VALLEY CENTER, KS 67147  
TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF LOT 4, BLOCK E, TRAILS END, AN ADDITION TO VALLEY CENTER, SEDGWICK COUNTY, KANSAS, IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 1 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS, DESCRIBED AND PREPARED ON MARCH 31, 2025, BY ERNEST CANTU JR. P.S. #1407 WITH PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CLS #65), DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4, BLOCK E, TRAILS END, AN ADDITION TO VALLEY CENTER, SEDGWICK COUNTY, KANSAS, IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 1 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS; THENCE N88°42'33"W (BEARINGS BASED ON THE KANSAS COORDINATE SYSTEM 1983 SOUTH ZONE) ALONG THE SOUTH LINE OF SAID LOT 4 A DISTANCE OF 45.06 FEET; THENCE N01°32'26"W A DISTANCE OF 230.25 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE S88°42'33"E ALONG SAID NORTH LINE A DISTANCE OF 31.04 FEET; THENCE S01°32'26"E A DISTANCE OF 40.05 FEET; THENCE S88°42'33"E A DISTANCE OF 14.01 FEET TO THE EAST LINE OF SAID LOT 4; THENCE S01°32'26"E ALONG SAID EAST LINE A DISTANCE OF 190.20 FEET TO THE POINT OF BEGINNING; ENCOMPASSING 0.225 ACRE, MORE OR LESS.

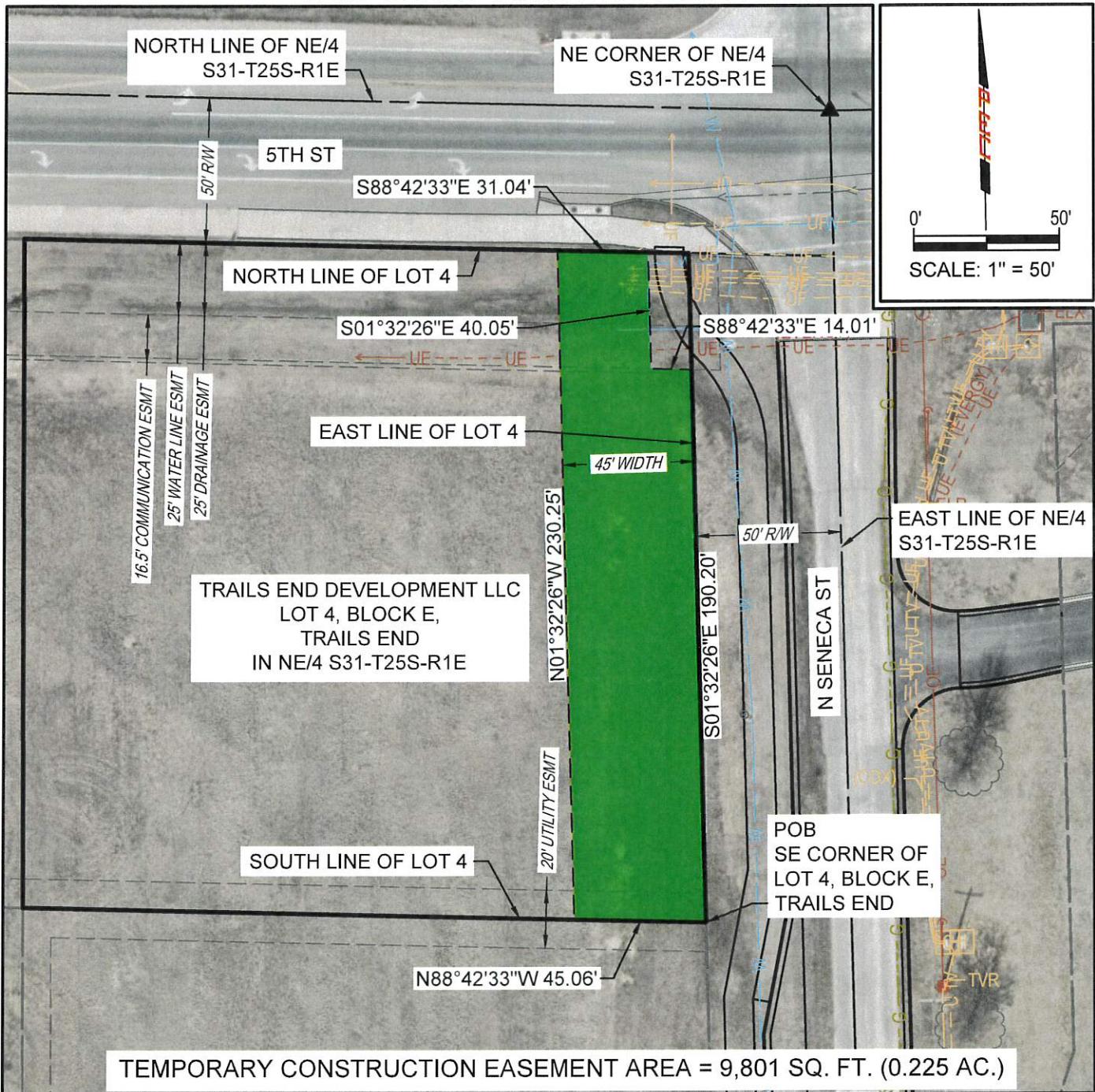


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PREPARED BY: ERNEST CANTU JR. PS #1407  
PEC PROJECT NO. 217013-017

# TRACT GT VC01753

## TEMPORARY CONSTRUCTION EASEMENT

**LEGEND**

—	SECTION LINE
—	PROPERTY LINE
—	ESMT LINE
—	TEMPORARY CONSTRUCTION ESMT
▲	SECTION CORNER
●	POINT OF BEGINNING / COMMENCING
○	GUARANTEED IMPACT
○	POTENTIAL IMPACT

**GUARANTEED IMPACT:**

DATE: March 31, 2025

FIELD WORK WAS COMPLETED:  
September 27, 2023PROPERTY ADDRESS:  
TRAILS END DEVELOPMENT LLC  
NO ADDRESS  
VALLEY CENTER, KS 67147**POTENTIAL IMPACT:**OWNER INFO:  
TRAILS END DEVELOPMENT LLC  
156 N EMPORIA AVE  
WICHITA, KS 67202

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
303 SOUTH TOPEKA WICHITA, KS 67202  
316-262-6457 [www.pec1.com](http://www.pec1.com)

## EXHIBIT A

SHEET 1 OF 2

PLATTED  
GT VC01767  
TRAILS END DEVELOPMENT LLC  
NO ADDRESS, VALLEY CENTER, KS 67147  
TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF RESERVE J, TRAILS END, AN ADDITION TO VALLEY CENTER, SEDGWICK COUNTY, KANSAS, IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 1 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS, DESCRIBED AND PREPARED ON APRIL 4, 2025, BY ERNEST CANTU JR. P.S. #1407 WITH PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CLS #65), DESCRIBED AS FOLLOWS:

THE EAST 40.00 FEET OF RESERVE J, TRAILS END, AN ADDITION TO VALLEY CENTER, SEDGWICK COUNTY, KANSAS; ENCOMPASSING 0.046 ACRE, MORE OR LESS.

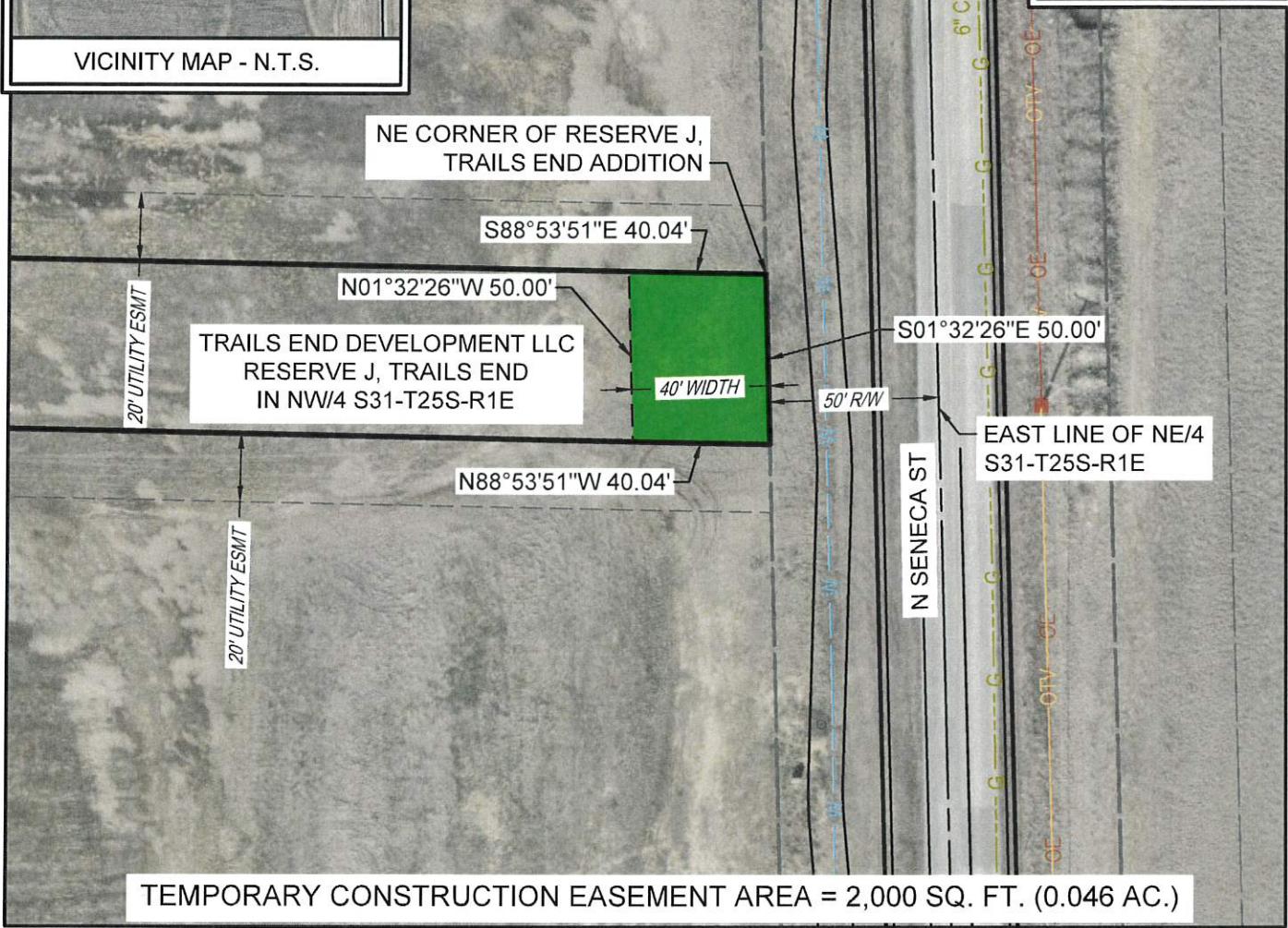
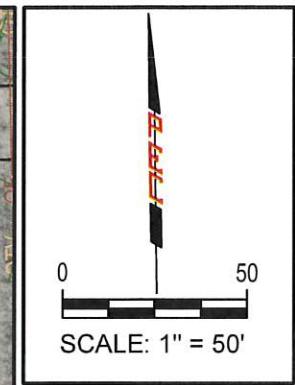
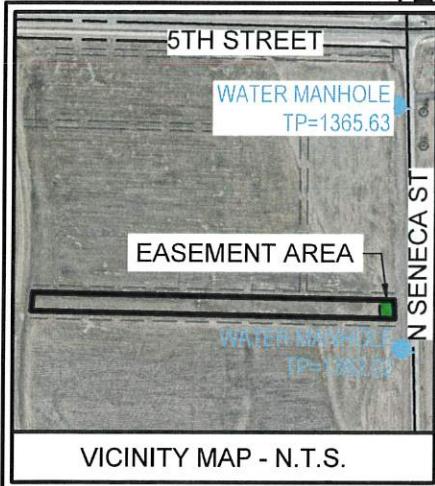


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PREPARED BY: ERNEST CANTU JR. PS #1407  
PEC PROJECT NO. 217013-017

## TRACT GT VC01767

## TEMPORARY CONSTRUCTION EASEMENT



## LEGEND

—	SECTION LINE
—	PROPERTY LINE
—	ESMT LINE
—	TEMPORARY CONSTRUCTION ESMT
▲	SECTION CORNER
POB / POC	POINT OF BEGINNING / COMMENCING
×	GUARANTEED IMPACT
○	POTENTIAL IMPACT

## GUARANTEED IMPACT:

DATE: April 4, 2025

FIELD WORK WAS COMPLETED:  
September 27, 2023PROPERTY ADDRESS:  
TRAILS END DEVELOPMENT LLC  
NO ADDRESS  
VALLEY CENTER, KS 67147OWNER INFO:  
TRAILS END DEVELOPMENT LLC  
156 N EMPORIA AVE  
WICHITA, KS 67202

## POTENTIAL IMPACT:



PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
303 SOUTH TOPEKA WICHITA, KS 67202  
316-262-6457 [www.pec1.com](http://www.pec1.com)

Meridian Street Paving Improvements - Property Acquisition Costs				
No.	Property Owner	Area (SF)		
		Temporary	Drainage/Utility	ROW
1	Trails End Development LLC_01570	2,702.00		
2	Trails End Development LLC_01571	9,471.00		
3	Trails End Development LLC_01572	7,189.00		
4	Trails End Development LLC_01573	9,801.00		
5	Trails End Development LLC_01567	2,000.00		
6				
7				
8				
9				
10				
11				
12				
13				
14				
	Total	31163	0	0
	Cost per Square Foot	\$ 0.41	\$ 0.41	\$ 0.46
	Total Cost	\$ 12,776.83	\$ -	\$ -
	Grand Total Cost	\$ 12,776.83		

## ***Form G - Estimate of Just Compensation***

It is determined that an appraisal is not required because the valuation problem is uncomplicated, and the fair market value of the acquisition area is estimated at \$10,000 or less.

COUNTY: Sedgwick PROJECT NO: VC- Seneca N-0751-01 TR NO: 01570, 01571,  
01572, 01573, 01567

OWNER: Trails End Development LLC

ADDRESS: No Address

CITY/ST: Valley Center, Ks

PHONE:

Insp Date: Insp'd With: Date Acq'n Booklet Furnished:

### **COMPARABLE SALES**

Sale No.	Sale Date	Location (S-T-R)	Sale Price	Area	Unit Value
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### **NOTES:**

### **PROJECT REQUIREMENTS:**

Item	Area	Unit	Value
01570 2702	sq. ft.	.41	sq. ft. 1107.82
01571 9471	sq. ft.	.41	sq. ft. 3883.11
01572 7189	sq. ft.	.41	sq. ft. 2947.49
01573 9801	sq. ft.	.41	sq. ft. 4018.41
01567 2000	sq. ft.	.41	sq. ft. 820.00

### **OTHER ACQUISITION ITEMS:**

**COST TO CURE ITEMS:**

---

**ESTIMATED TOTAL COMPENSATION                    \$12,776.83**

**CONSENT AGENDA**

**I. APPROVAL OF EASEMENT-CITY OF VALLEY CENTER:**

Meridian Street Paving Improvements - Property Acquisition Costs				
No.	Property Owner	Area (SF)		
		Temporary	Drainage/Utility	ROW
1	Valley Center_01757	14,903.00		
2	Valley Center_01758	16,260.00		
3	Valley Center_01759	3,381.00		
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
	<b>Total</b>	34544	0	0
	<b>Cost per Square Foot</b>	\$ -	\$ 0.41	\$ 0.46
	<b>Total Cost</b>	\$ -	\$ -	\$ -
	<b>Grand Total Cost</b>	\$ -		

PLATTED  
 GT VC01759  
 CITY OF VALLEY CENTER  
 NO ADDRESS, VALLEY CENTER, KS 67147  
 TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF RESERVE B, TRAILS END, AN ADDITION TO VALLEY CENTER, SEDGWICK COUNTY, KANSAS, IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 1 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS, DESCRIBED AND PREPARED ON APRIL 4, 2025, BY ERNEST CANTU JR. P.S. #1407 WITH PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CLS #65), DESCRIBED AS FOLLOWS:

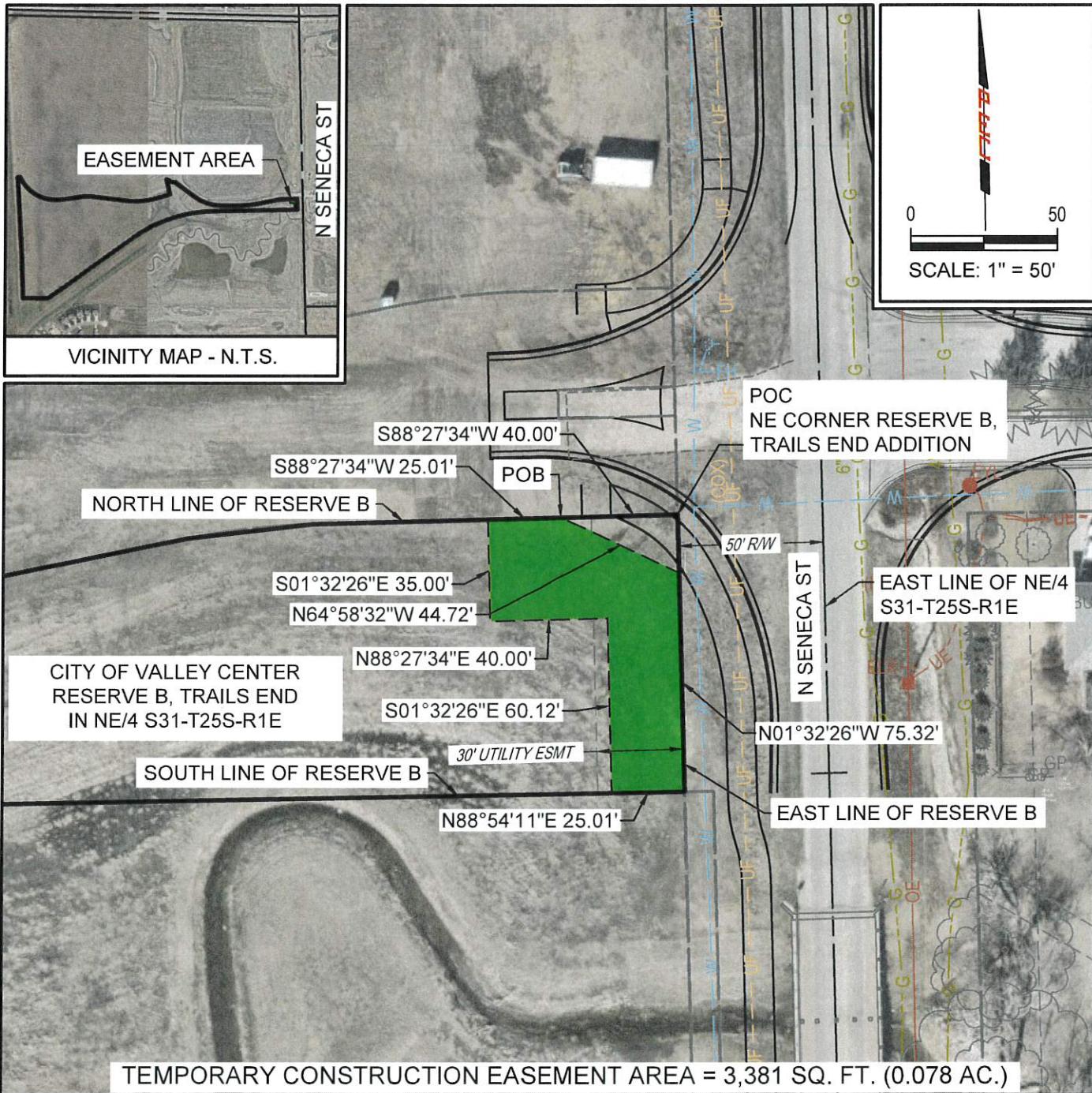
COMMENCING AT THE NORTHEAST CORNER OF SAID RESERVE B, TRAILS END, AN ADDITION TO VALLEY CENTER, SEDGWICK COUNTY, KANSAS, IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 1 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS; THENCE S88°27'34"W (BEARINGS BASED ON THE KANSAS COORDINATE SYSTEM 1983 SOUTH ZONE) ALONG THE NORTH LINE OF SAID RESERVE B A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S88°27'34"W ALONG SAID NORTH LINE A DISTANCE OF 25.01 FEET TO A POINT 65.00 FEET WEST OF THE EAST LINE OF SAID RESERVE B; THENCE S01°32'26"E A DISTANCE OF 35.00 FEET; THENCE N88°27'34"E A DISTANCE OF 40.00 FEET TO A POINT 25.00 FEET WEST OF THE EAST LINE OF SAID RESERVE B; THENCE S01°32'26"E A DISTANCE OF 60.12 FEET TO THE SOUTH LINE OF SAID RESERVE B; THENCE N88°54'11"E ALONG SAID SOUTH LINE A DISTANCE OF 25.01 FEET TO THE EAST LINE OF SAID RESERVE B; THENCE N01°32'26"W ALONG SAID EAST LINE A DISTANCE OF 75.32 FEET TO A POINT 20.00 FEET SOUTH OF THE NORTHEAST CORNER OF SAID RESERVE B; THENCE N64°58'32"W A DISTANCE OF 44.72 FEET TO THE POINT OF BEGINNING; ENCOMPASSING 0.078 ACRE, MORE OR LESS.



PREPARED BY: ERNEST CANTU JR. PS #1407  
 PEC PROJECT NO. 217013-017

TRACT GT VC01759

# TEMPORARY CONSTRUCTION EASEMENT



TEMPORARY CONSTRUCTION EASEMENT AREA = 3,381 SQ. FT. (0.078 AC.)

<u>LEGEND</u>		GUARANTEED IMPACT:	DATE: April 4, 2025
—	SECTION LINE		
—	PROPERTY LINE		
—	ESMT LINE		
	TEMPORARY CONSTRUCTION		
▲	ESMT		
POB / POC	SECTION CORNER		
X	POINT OF BEGINNING / COMMENCING		
	GUARANTEED IMPACT	POTENTIAL IMPACT:	PROPERTY ADDRESS: CITY OF VALLEY CENTER NO ADDRESS VALLEY CENTER, KS 67147
	POTENTIAL IMPACT		OWNER INFO: CITY OF VALLEY CENTER 121 S MERIDIAN AVE VALLEY CENTER, KS 67147
	PROFESSIONAL ENGINEERING CONSULTANTS, P.A. 303 SOUTH TOPEKA WICHITA, KS 67202 316-262-6457 <a href="http://www.pec1.com">www.pec1.com</a>		

**EXHIBIT A**  
SHEET 1 OF 2

PLATTED  
GT VC01758  
CITY OF VALLEY CENTER  
8005 N SENECA ST, VALLEY CENTER KS 67147  
TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF RESERVE A, TRAILS END, AN ADDITION TO VALLEY CENTER, SEDGWICK COUNTY, KANSAS IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 01 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS, DESCRIBED AND PREPARED ON 3/31/25, BY ERNEST CANTU JR. P.S. #1407 WITH PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CLS #65), DESCRIBED AS FOLLOWS:

THE EAST 24.00 FEET OF RESERVE A, TRAILS END, AN ADDITION TO VALLEY CENTER, SEDGWICK COUNTY, KANSAS; ENCOMPASSING 0.373 ACRE, MORE OR LESS.



Ernest Cantu Jr.

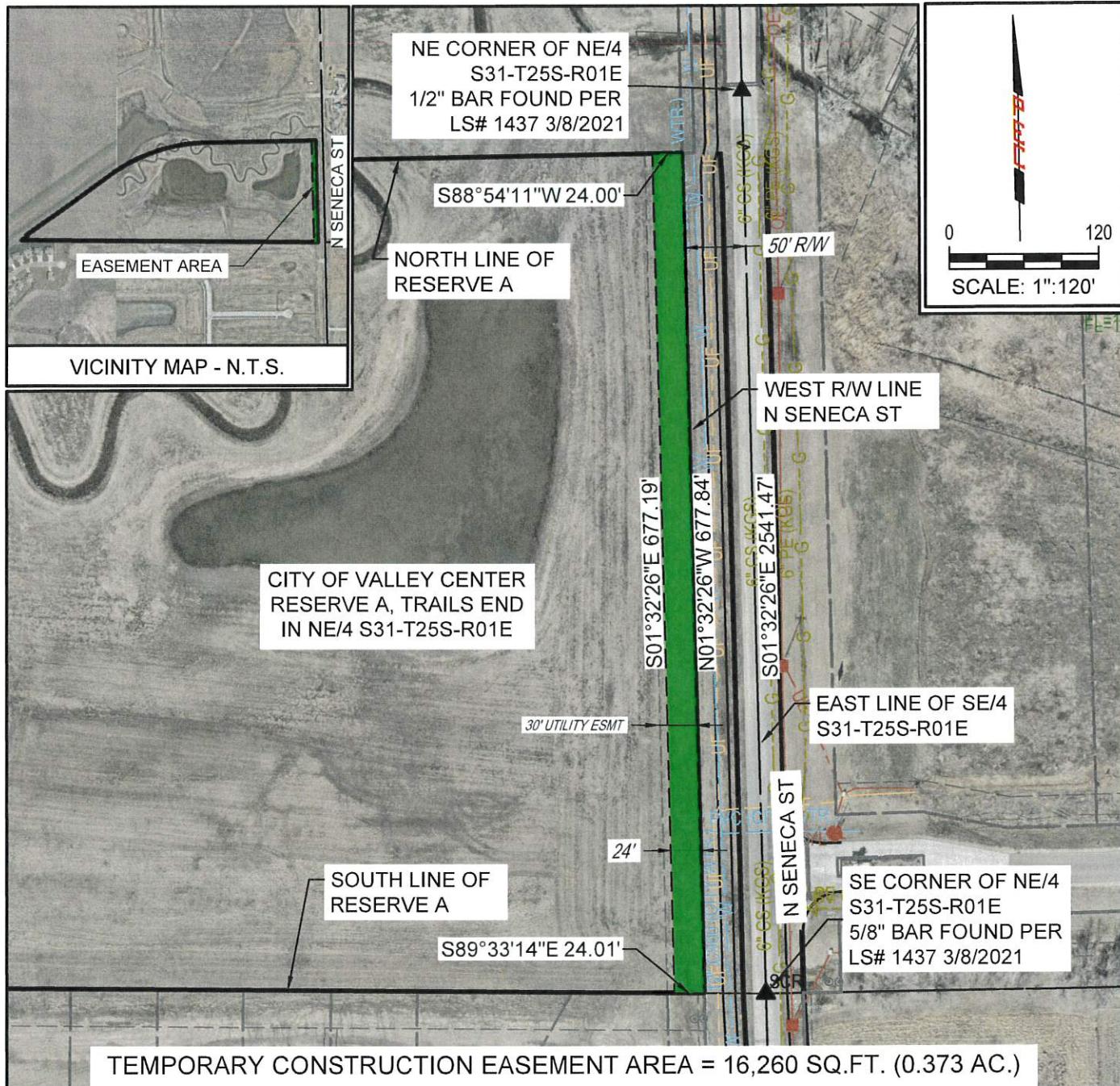
ERNEST CANTU JR.  
LICENSED  
LS-1407  
03/31/2025  
KANSAS  
LAND SURVEYOR

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PREPARED BY: ERNEST CANTU JR. PS #1407  
PEC PROJECT NO. 220024-000

## TRACT GT VC01758

## TEMPORARY CONSTRUCTION EASEMENT



## LEGEND

- SECTION LINE
- PROPERTY LINE
- ESMT LINE
- TEMPORARY CONSTRUCTION ESMT
- ▲ SECTION CORNER
- ▲ POINT OF BEGINNING / COMMENCING
- GUARANTEED IMPACT
- POTENTIAL IMPACT
- POB / POC



**PEC**

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
303 SOUTH TOPEKA WICHITA, KS 67202  
316-262-6457 [www.pec1.com](http://www.pec1.com)

## GUARANTEED IMPACT:

## POTENTIAL IMPACT:

DATE: March 31, 2025

FIELD WORK WAS COMPLETED:  
September 27, 2023PROPERTY ADDRESS:  
CITY OF VALLEY CENTER  
N/A  
VALLEY CENTER, KS 67147OWNER INFO:  
CITY OF VALLEY CENTER  
121 S MERIDIAN AVE  
VALLEY CENTER, KS 67147

PLATTED  
GT VC01757  
CITY OF VALLEY CENTER  
NO ADDRESS, VALLEY CENTER, KS 67147  
TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF LOT 1, BLOCK F, TRAILS END, AN ADDITION TO VALLEY CENTER, SEDGWICK COUNTY, KANSAS, IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 1 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS, DESCRIBED AND PREPARED ON APRIL 14, 2025, BY ERNEST CANTU JR. P.S. #1407 WITH PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CLS #65), DESCRIBED AS FOLLOWS:

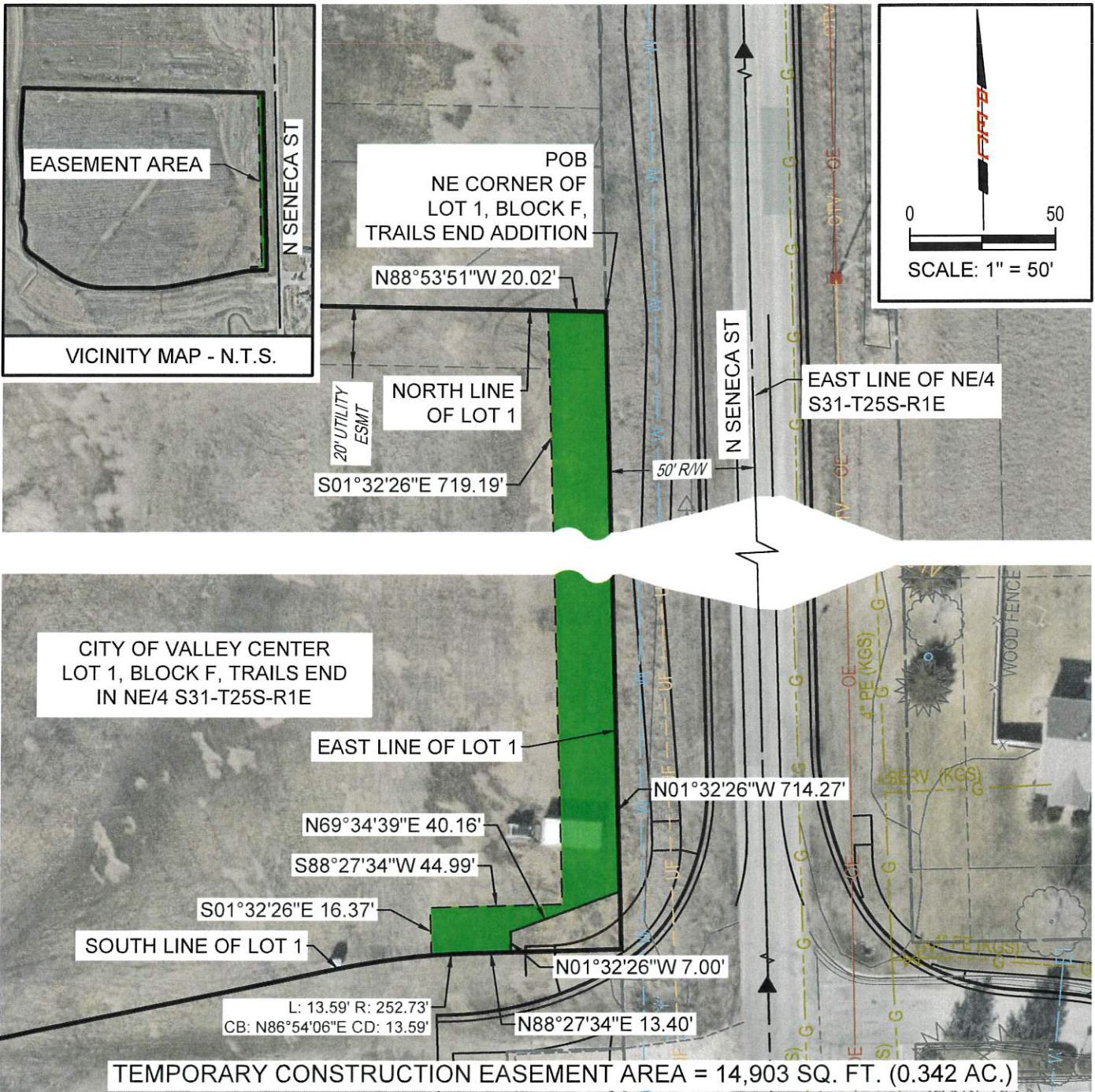
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, BLOCK F, TRAILS END, AN ADDITION TO VALLEY CENTER, SEDGWICK COUNTY, KANSAS, IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 1 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS; THENCE N88°53'51"W (BEARINGS BASED ON THE KANSAS COORDINATE SYSTEM 1983 SOUTH ZONE) ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 20.02 FEET TO A POINT NORMALLY DISTANT 20.00 FEET WEST OF THE EAST LINE OF SAID LOT 1; THENCE S01°32'26"E, PARALLEL WITH SAID EAST LINE, A DISTANCE OF 719.19 FEET; THENCE S88°27'34"W A DISTANCE OF 44.99 FEET; THENCE S01°32'26"E A DISTANCE OF 16.37 FEET TO THE SOUTH LINE OF SAID LOT 1 AND THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 252.73 FEET AND A CHORD WHICH BEARS N86°54'06"E A DISTANCE OF 13.59 FEET; THENCE NORTHEASTERLY ALONG SAID SOUTH LINE AND ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 13.59 FEET; THENCE N88°27'34"E ALONG SAID SOUTH LINE A DISTANCE OF 13.40 FEET; THENCE N01°32'26"W A DISTANCE OF 7.00 FEET; THENCE N69°34'39"E A DISTANCE OF 40.16 FEET TO THE EAST LINE OF SAID LOT 1; THENCE N01°32'26"W ALONG SAID EAST LINE A DISTANCE OF 714.27 FEET TO THE POINT OF BEGINNING; ENCOMPASSING 0.342 ACRE, MORE OR LESS.



PREPARED BY: ERNEST CANTU JR. PS #1407  
PEC PROJECT NO. 217013-017

## TRACT GT VC01757

## TEMPORARY CONSTRUCTION EASEMENT



## LEGEND

- SECTION LINE
- PROPERTY LINE
- ESMT LINE
- TEMPORARY CONSTRUCTION ESMT
- ▲ SECTION CORNER
- ▲ POINT OF BEGINNING / COMMENCING
- GUARANTEED IMPACT
- POTENTIAL IMPACT



PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
303 SOUTH TOPEKA WICHITA, KS 67202  
316-262-6457 [www.pec1.com](http://www.pec1.com)

## GUARANTEED IMPACT:

## POTENTIAL IMPACT:

DATE: April 14, 2025

FIELD WORK WAS COMPLETED:  
September 27, 2023PROPERTY ADDRESS:  
CITY OF VALLEY CENTER  
NO ADDRESS  
VALLEY CENTER, KS 67147OWNER INFO:  
CITY OF VALLEY CENTER  
121 S MERIDIAN AVE  
VALLEY CENTER, KS 67147

## **STAFF REPORTS**

- A. Community Development Director Fiedler**
- B. Parks & Public Buildings Director Owings**
- C. Public Safety Director Newman**
- D. Public Works Director Eggleston**
- E. City Engineer- Scheer**
- F. City Attorney Arbuckle**
- G. Finance Director Miller**
- H. City Clerk/HR Director Carrithers**
- I. City Administrator Clark**

## **GOVERNING BODY REPORTS**

- A. Mayor Truman**
- B. Councilmember Colbert**
- C. Councilmember Wilson**
- D. Councilmember Bass**
- E. Councilmember Anderson**
- F. Councilmember Gregory**
- G. Councilmember Kerstetter**
- H. Councilmember Evans**
- I. Councilmember Stamm**

**ADJOURN**