



CITY COUNCIL AGENDA

May 6, 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 – April 15, 2025
- 7. PRESENTATIONS / PROCLAMATIONS p 11**
 - A. Law Enforcement Memorial Day Proclamation Presentation
 - B. City of Wichita Drought Response Presentation
 - C. Update of Meridian Street Project
- 8. PUBLIC FORUM (*Citizen input and requests*) p 11**
- 9. APPOINTMENTS p 11**
- 10. OLD BUSINESS p 11 - None**
- 11. NEW BUSINESS p 32**
 - A. Harvest Place Phase I Supplemental Agreement with SEH p 32
 - B. Trails End Phase I Improvements Supplemental Agreement with SEH p 35
 - C. Resolution 780-25; Trails End Phase II Drainage Petition p 38
 - D. Resolution 781-25; Trails End Phase II Paving Petition p 45
 - E. Resolution 782-25; Trails End Phase II Water Petition p 52
 - F. Resolution 783-25; Trails End Phase II Sewer Petition p 59
 - G. Resolution 784-25; Update TIF Development Agreement p 66
 - H. Ordinance 1424-25; Re-Zone Birch p 112
 - I. Ordinance 1425-25; Re-Zone Property North of Rec Center p 121
 - J. Approval of Contract – Abatement Mowing Services p 128
 - K. Approval of proposal for Website and Municipal Code p 133
- 12. CONSENT AGENDA p 171**
 - A. Appropriation Ordinance – May 6, 2025 p 172
 - B. Delinquent Account Report – February 2025 p 182
 - C. Planning and Zoning Board Minutes – April 22, 2025 p 189

- D. Check Reconciliation – January 2025 p 198
- E. Revenue and Expense Report – January 2025 p 202
- F. Treasurer's Report – January 2025 p 218

13. STAFF REPORTS p 220

14. GOVERNING BODY REPORTS p 233

15. ADJOURN

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

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

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

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

CALL TO ORDER

ROLL CALL

INVOCATION – MINISTERIAL ALLIANCE

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

RECOMMENDED ACTION:

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

ADMINISTRATION AGENDA

A. MINUTES:

Attached are the Minutes from April 15, 2025, regular City Council Meeting as prepared by the City Clerk.

REGULAR COUNCIL MEETING

April 15, 2025

CITY HALL

121 S. MERIDIAN

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

Members Absent: None

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

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

ADMINISTRATION AGENDA -

APRIL 1, 2025, CITY COUNCIL MINUTES-

Bass moved to approve the minutes of April 1, 2025, City Council meeting as presented, seconded by Anderson. Vote Aye: Unanimous. Motion Carried.

PRESENTATIONS/PROCLAMATIONS –

A. THE INSURANCE GUYS – EMC DIVIDEND CHECK PRESENTATION

Marsha Tormey with The Insurance Guys presented a dividend check from EMC in the amount of \$18,121.31.

B. PUBLIC SERVICES RECOGNITION WEEK PROCLAMATION

Mayor Truman read a Proclamation declaring May 4-10, 2025, Public Service Recognition Week.in the City of Valley Center.

PUBLIC FORUM – None

APPOINTMENTS –

A. PLANNING AND ZONING BOARD

Mayor Truman requested Council approve re-appointment of Gary Janzen to term ending April 2028. Kerstetter moved to approve re-appointment of Gary Janzen as recommended. Bass seconded the motion. Vote Aye: Unanimous. Motion carried.

Mayor Truman requested Council approve the re-appointment of Scot Philips to term ending April 2028. Bass moved to approve re-appointment of Scot Philips as recommended. Gregory seconded the motion. Vote Aye: Unanimous. Motion carried.

OLD BUSINESS –

A. ORDINANCE 1422-25: RE-ZONE 135 N ASH

Community Development Director Fiedler presented Ordinance 1422-25 for second reading. Kerstetter noted that he is usually not in favor of multifamily housing, but because this already has other multifamily housing across the street, he might support the re-zoning. Lengthy discussion followed with

Council members raising concerns about parking, the R4 designation for high density zone, the veto of a recent re-zone request and not having plans come back before either Planning and Zoning Board or Council for final approval. Anderson and Gregory both said that they would consider re-zoning to R2 but felt that R4 wasn't warranted.

Gregory made motion to approve for 2nd reading Ordinance 1422-25 which re-zones property located at 135 N Ash Ave. from R-1B to R-4 for 2nd reading. Motion seconded by Wilson. Vote Aye: Colbert, Opposed: Wilson, Bass, Anderson, Gregory, Kerstetter, Evans and Stamm Motion did not pass.

B. REQUEST FOR FUNDING FROM VALLEY CENTER HISTORICAL SOCIETY

As this request was tabled from the April 1st. Council meeting, Finance Director Miller presented recommendation to re-allocate budgeted funds from Community Development. A \$3000.00 donation to the Historical Society could be given by lowering the KPTS and billboard advertising by \$1500.00 each. Lori Sherrill, Valley Center Historical Society President reported to Council that they have begun getting quotes on replacement windows. Initial quotes are \$1800.00 per window so they will set a much larger goal of perhaps \$50,000.00. Council members gave them several sources for window replacement. Kerstetter moved to approve 2025 donation to the Valley Center Historical Society in the amount of \$3000.00. Motion seconded by Anderson. Vote Aye: Unanimous. Motion carried.

NEW BUSINESS-

A. REQUEST FOR SIGN WAIVER VALLEY CENTER SWIM CLUB

Kristina House, with the Valley Center Purple Wave Swim Team requested a waiver to place signs in the right-of-way for 2 weeks prior to their registration event on April 27th. Stamm confirmed that staff would not remove signs.

Bass moved to approve waiver for the placement in public right-of way sign regulations for the Valley Center Purple Wave Swim Club for two weeks prior to April 27th. Motion seconded by Anderson. Vote Aye: Unanimous. Motion carried.

B. REQUEST FOR SIGN WAIVER VALLEY CENTER CHAMBER GARAGE SALES

Allison Clubb, VCCC Executive Director requested a waiver to allow participants in the city-wide garage sales to place signs in ROW on April 24th thru April 27th.

Bass moved to approve waiver for the placement in public right-of way sign regulations for the Valley Center Chamber of Commerce Spring Garage Sales on April 24th through April 27th. Motion seconded by Colbert. Vote Aye: Unanimous. Motion carried.

C. APPROVAL OF HORNET HUSTLE RACE

Sam Clubb, member of the Hornet Hustle committee requested staff assistance with the VC elementary schools and Intermediate schools annual Hornet Hustle race. This activity is one of the PTO's main fundraisers. Although no streets will be closed, assistance with stopping traffic as runners cross Meridian and 5th street is needed.

Kerstetter moved to approve staff assistance for the Hornet Hustle on September 6, 2025. Motion seconded by Evans. Vote Aye: unanimous. Motion carried.

D. ACCEPTANCE OF AWARD FOR VEHICLE PURCHASE FOR SENIOR AND DISABLED INDIVIDUALS

Senior Coordinator, Scharlene Porchia-Washington presented Notice of award for the purchase of vehicle to be used by Valley Center Seniors and Disabled Individuals. The Federal Award is \$107,678.00 with the City required match of \$19,002.60. She explained the process of the award and how the van will be used by the senior for activities. She will be the driver and use the 15-passenger van to transport seniors to planned senior activities outside of Valley Center. It will be parked in the Public Works yard. Finance Director stated that funding of the project can be used from the vehicle fleet fund, but the ability to acquire this type of vehicle for a match of \$19,002.60, is such a great opportunity the funds will be found. Evans moved to accept award and approval of matching funds to purchase the vehicle in the amount of \$19,002.60. Second by Kerstetter. Vote Aye: unanimous. Motion carried.

E. ORDINANCE 1423-25; ANNEX 8.68 ACRES 85TH & HOOVER

Community Development Director Fiedler presented Ordinance 1423-25 for 1st reading. A request to annex approximately 8.68 acres southeast of the 85th and Hoover intersection was received. Sedgwick County approved the City of Valley Center request for island annexation at the April 2, 2025, meeting. Fiedler explained there are no plans for sewer or water, but it would be on city trash and stormwater. Sedgwick County would still have road maintenance. Neighbors would not be notified until a re-zone or plat change is requested. Kerstetter noted he would like to have criteria on minimum acreage for annexations. Truman stated he also would hesitate to approve annexation of smaller areas.

Numerous residents spoke in opposition to the ordinance to annex the property. Most addressed the desire to retain the open large lots they expected when they purchased property. Many could not see any benefit to the City if that parcel was annexed. Another concern was the possibility of a venue being developed that would bring in traffic and noise. The property owner stated they have plans to build a homestead family compound and a youth center venue. They felt their plans would not be disruptive to the area.

Further discussion from Council was held.

Bass moved to approve 1st reading of Ordinance 1423-25 regarding annexation of approximately 8.68 acres southeast of the 85th and Hoover intersection. Motion seconded by Gregory. Vote Aye: Colbert. Opposed: Wilson, Bass, Anderson, Gregory, Kerstetter, Evans and Stamm. Motion did not pass.

F. APPROVAL OF BID – MOWING SERVICES

Parks and Public Buildings Director Owings presented proposals received for 2025 Mowing Services. Three bids were submitted for all properties with the lowest qualified bid from Cut Rates Lawn Care. Owings stated that having outside contract for mowing and the Turf, Tree and Vegetation Mgt. allows his staff to prioritize other tasks necessary. Owings requested authorization of \$68,200.00 for selected specific properties. Kerstetter noted the difference in the bid and the contract amount. Owings explained that the bid was for all areas within the City, his crew will maintain some parks and other areas. Bass moved to accept bid for 2025 mowing services from Cut Rates Lawn Services and authorize \$68,200.00 for selected specific properties. Motion seconded by Anderson. Vote Aye: Unanimous. Motion carried.

G. APPROVAL OF BID – TURF, TREE AND VEGETATION MGT. SERVICES

Parks and Public Buildings Director Owings presented proposals received for 2025 Turf, Tree and Vegetation Mgt. Services. Four bids were submitted with the lowest qualified bid from Dragonfly Lawn & Tree in the amount of \$25,020.75. Councilmember Stamm questioned whether the bid from Dragonfly is a reputable bid as it is considerably lower than the others. Owings said they currently have been doing the management services and are very good and easy to work with. Anderson stated that this contract is even more necessary as an outside company has the right equipment and experience to deal with chemicals.

Evans moved to accept the bid for 2025 Turf, Tree and Vegetation Mgt. services from Dragonfly Lawn & Tree Care in the amount of \$25,020.75. Second by Kerstetter. Vote Aye: Unanimous. Motion carried.

CONSENT AGENDA

- A. APPROPRIATION ORDINANCE – APRIL 15, 2025
- B. SPECIAL USE PARK REQUEST – VC LIBRARY- JUNE 11. 2025
- C. TREASURER REPORT -DECEMBER 2024
- D. CHECK RECONCILIATION- DECEMBER 2024
- E. REVENUE AND EXPENSE REPORT – DECEMBER 2024
- F. ECONOMIC DEVELOPMENT BOARD MINUTES – APRIL 2, 2025
- G. PLANNING AND ZONING BOARD MINUTES – MARCH 25, 2025
- H. VALLEY CENTER PUBLIC LIBRARY REPORTS – 1ST QUARTER 2025

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

STAFF REPORTS

COMMUNITY DEVELOPMENT DIRECTOR FIEDLER

Fiedler reminded Council Sedgwick County will host 2 meetings regarding floodplain mapping changes. Meeting #1 will be held April 21st from 2:00-6:30pm in the Sedgwick County Public Works training room. The second meeting will be held April 22nd from 2:00-6:30pm at Bentley City Hall. Fiedler announced that the opening of Farmer's Market is May 1st from 4:00-7:30. They will be held the first and third Thursday of each month through the summer.

PARKS AND PUBLIC BUILDING DIRECTOR OWINGS

Announced that all trees have been planted for the North Meridian Project. The Parks department has provided property owners with notices regarding the maintenance of the trees, although the department will watch to make sure they are being cared for.

The Public Library and Lions Club event will take place this Saturday in Lions Park.

PUBLIC WORKS DIRECTOR EGGLESTON

Gave a report for South Meridian. Pending weather delays, the roundabout is on schedule.

The base on 3rd Street has been poured. All of Ash street has been milled in preparation to be poured.

CITY ENGINEER SCHEER

Preliminary plans for Seneca are finished so bidding should be at the end of summer. Councilmember Wilson inquired whether the timing will be coordinated with the opening of the new school.

FINANCE DIRECTOR MILLER

Reported that accounts are now fully integrated with People's Bank. All automated systems and drafts are working as they should. He was also pleased that we are getting the rates promised.

GOVERNING BODY REPORTS-

MAYOR TRUMAN

Recognized the work on the streets here in town.

COUNCILMEMBER COLBERT

Thanked the public works department for the sidewalks. Has heard from residents how much they appreciate them.

COUNCILMEMBER BASS

Announced that he will be moving at the end of May.

COUNCILMEMBER GREGORY

Urged everyone to support the Farmer's Market on May 1st.

COUNCILMEMBER STAMM

Urged the Ark Valley News to report on Council correctly as people do closely read the stories. Noted that in the April 3 edition, it failed to note that Kerstetter was absent from the meeting.

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

ADJOURN -

The meeting adjourned at 8:36 PM.

Kristi Carrithers, City Clerk/HR Director

ADMINISTRATION AGENDA
RECOMMENDED ACTION

A. MINUTES:

RECOMMENDED ACTION:

Staff recommends motion to approve the minutes of April 15, 2025, Regular Council Meeting as presented/ amended.

PRESENTATIONS / PROCLAMATIONS

- A. Law Enforcement Memorial Day Proclamation
- B. City of Wichita Drought Response Presentation
- C. Update of Meridian Street Project

PUBLIC FORUM

APPOINTMENTS

OLD BUSINESS

PROCLAMATIONS

Proclamation for Law Enforcement Memorial Day

WHEREAS, the Congress and President of the United States have designated May 15th as Peace Officers Memorial Day, and the week in which it falls as Police Week; and

WHEREAS, the members of the law enforcement agency of Valley Center play an essential role in safeguarding the rights and freedoms of the citizens of Valley Center, Kansas; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the Police Department of Valley Center has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service;

NOW, THEREFORE, I, James Truman, Mayor, call upon all citizens of Valley Center and upon all patriotic, civil and educational organizations to observe the week of May 11 through 17, 2025, as Police Week with appropriate ceremonies in which all of our people may join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I FURTHER call upon all citizens of Valley Center, Kansas to observe May 15th, 2025 as Peace Officers Memorial Day in honor of those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Valley Center to be affixed.

Done at the City of Valley Center, Kansas this May 6, 2025.

James Truman, Mayor

Attest: _____
Kristi Carrithers, City Clerk

City of Wichita Drought Response & Water Supply Resiliency

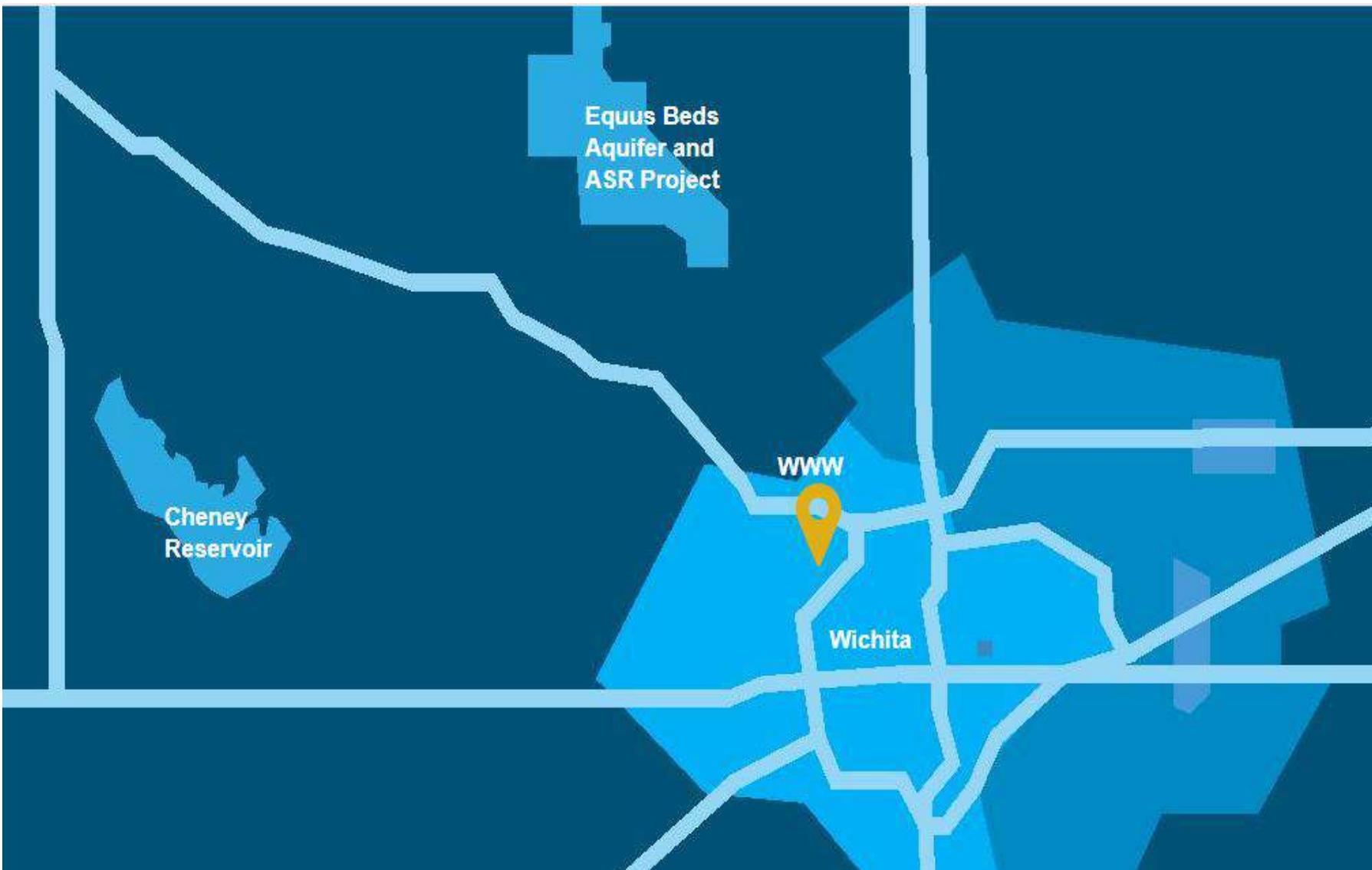


Gary Janzen, P.E. – Director
Public Works and Utilities

May 6, 2025



Wichita Raw Water Sources



- Wichita raw water two main sources:
 - Cheney Reservoir **(surface water)**
 - Equus Beds Wellfield **(groundwater)**
 - **92% full**
- ***El Dorado not a viable source***

Wichita Water Treatment



- Wichita provides water to 500,000 residents:
 - Wichita: 150,000+ residential & commercial customers
 - 11 Wholesale Customers: Bel Aire, Benton, Bentley, **Derby**, Kechi, Park City, Rose Hill, **Valley Center**, RWD 1-3-5
 - McConnell AFB

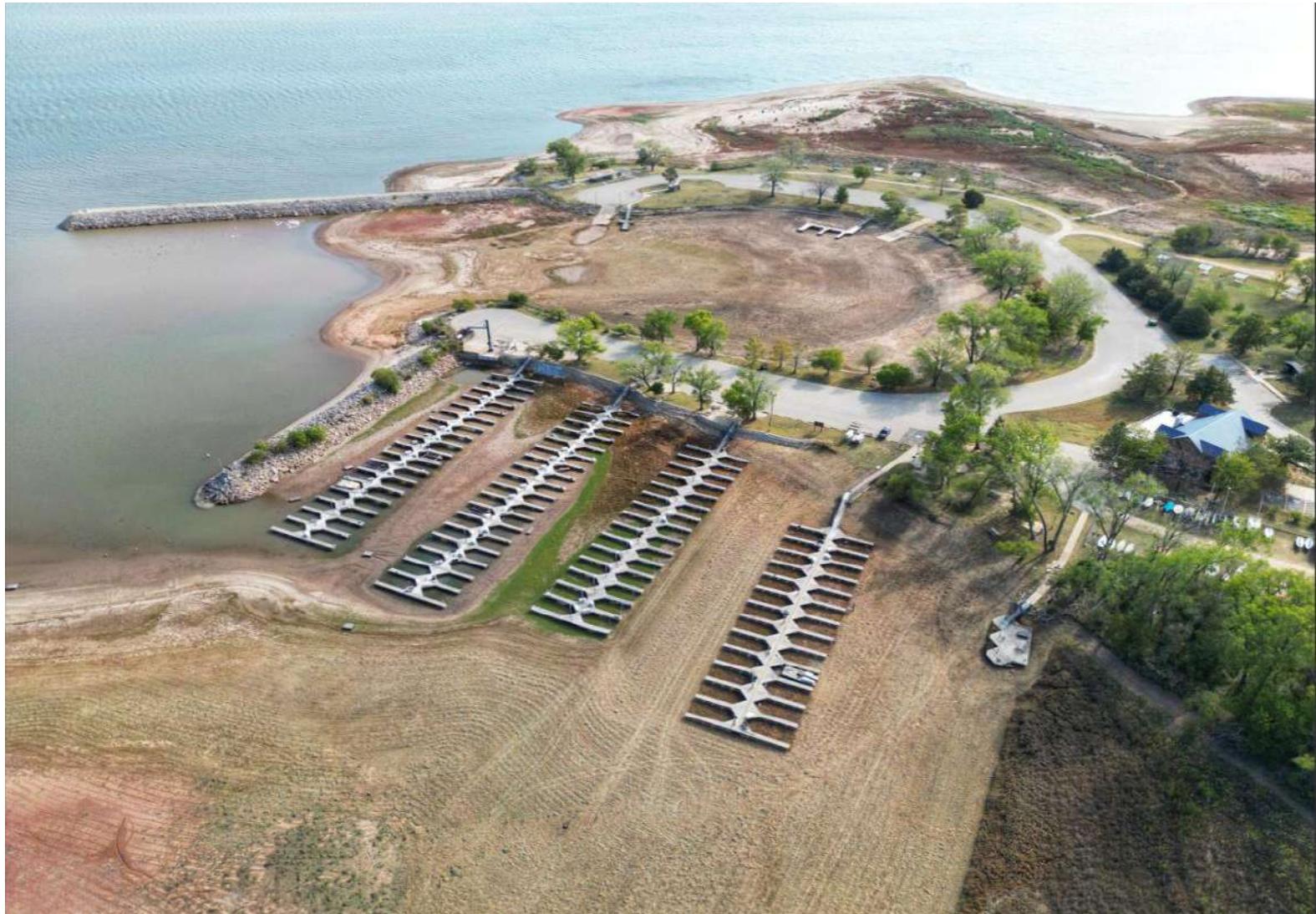


Cheney Pool Condition



May 4, 2025:

- Water level is 7.95 feet below normal pool
- Stage 2 watering restrictions remain in place, expected through all of 2025

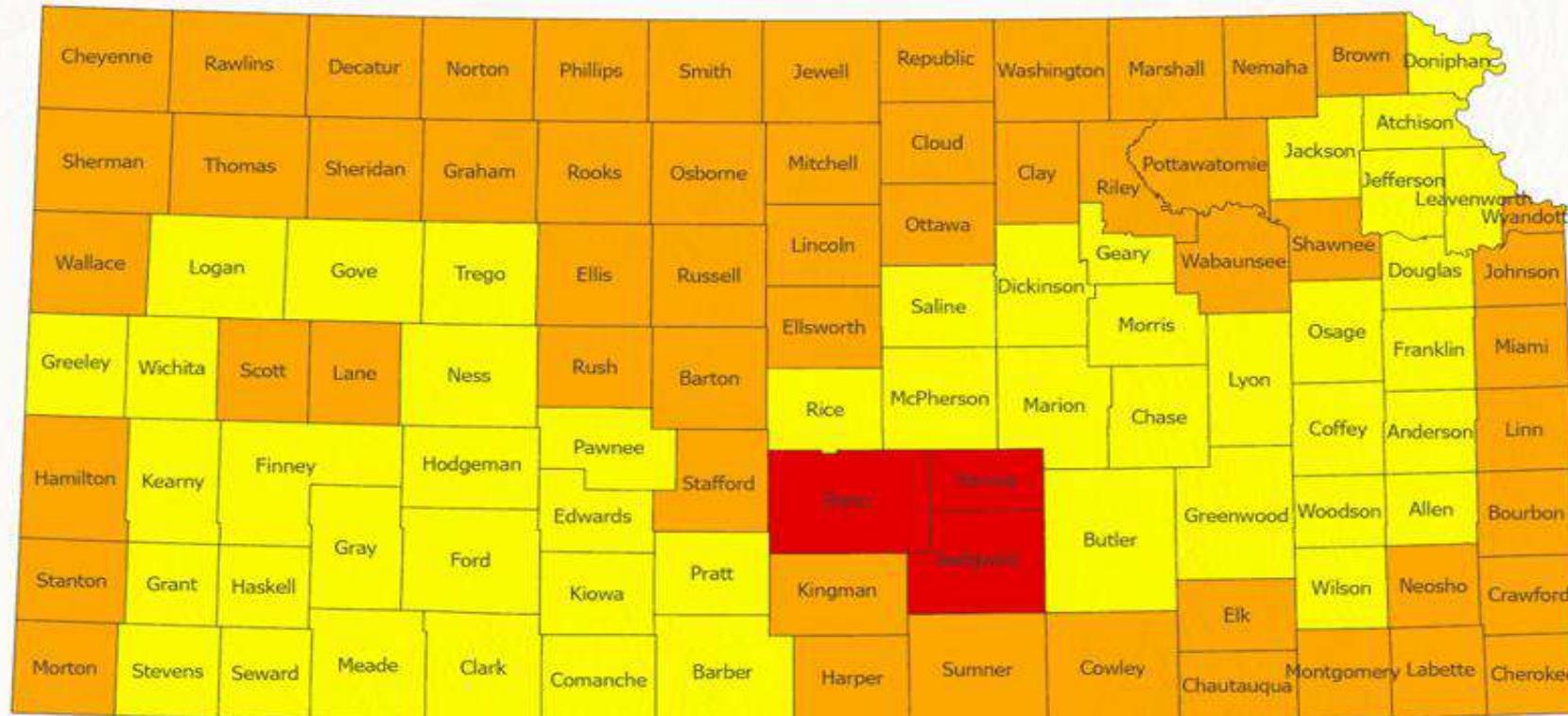


Cheney Capacity/Dam Repair



Governor's Drought Declaration

Governor Declares Drought Emergency, Warnings and Watches



■ Emergency ■ Warning ■ Watch



Drought Response Plan

Stage 1 Activated January 2023

Triggered when the 12-month moving average is **between 70% and 89%**

- Voluntary water conservation measures
- Incentives or rebates to encourage indoor and outdoor water conservation
- City of Wichita Internal Conservation Plan enacted

• •

Stage 2 Activated August 5, 2024

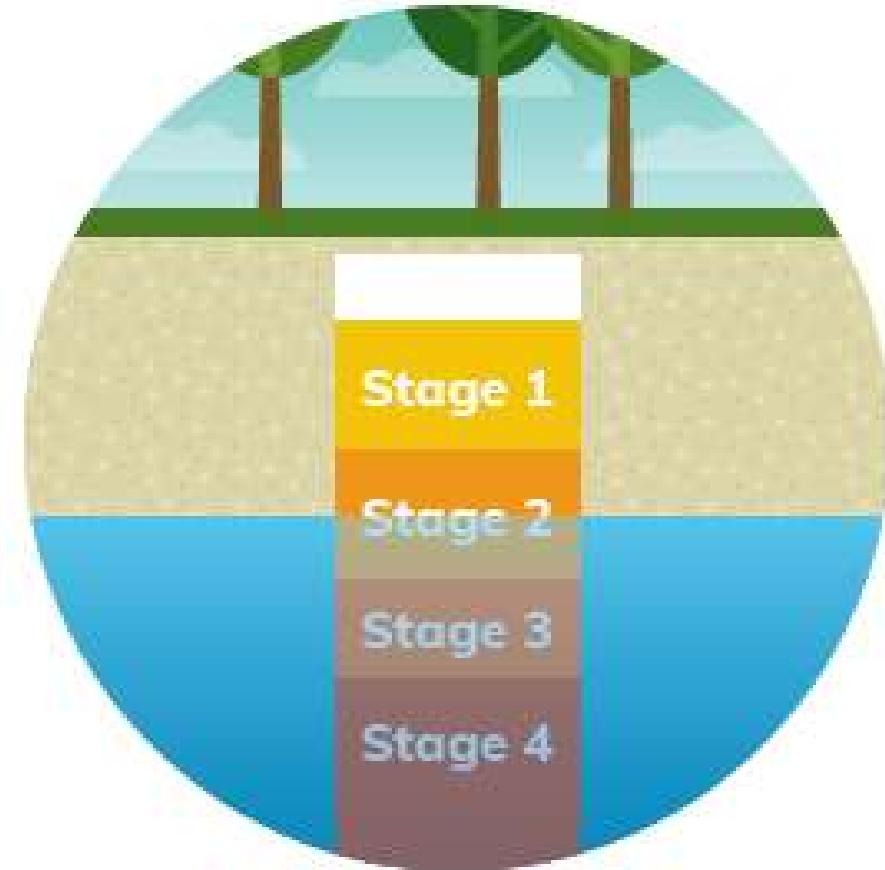
Triggered when the 12-month moving average is **between 50% and 69%**.

- **Mandatory water conservation:**
 - Restricting outdoor water usage to one day per week
 - Prohibiting all customers from using outdoor water from 10am-8pm*

* Some exemptions apply

Stage 2 Penalties/Fines

- 1st violation written warning
- 2nd violation \$50 administrative fee
- Subsequent violation \$100 per violation



Drought Response Plan

Stage 3

Triggered when the 12-month moving average is **between 35% and 50%**

- All usage of outdoor water prohibited*

* Some exemptions apply

Stage 3 Penalties/Fines

- 1st violation written warning
- 2nd violation \$250 administrative fee
- Subsequent violation \$500 per violation

Stage 4

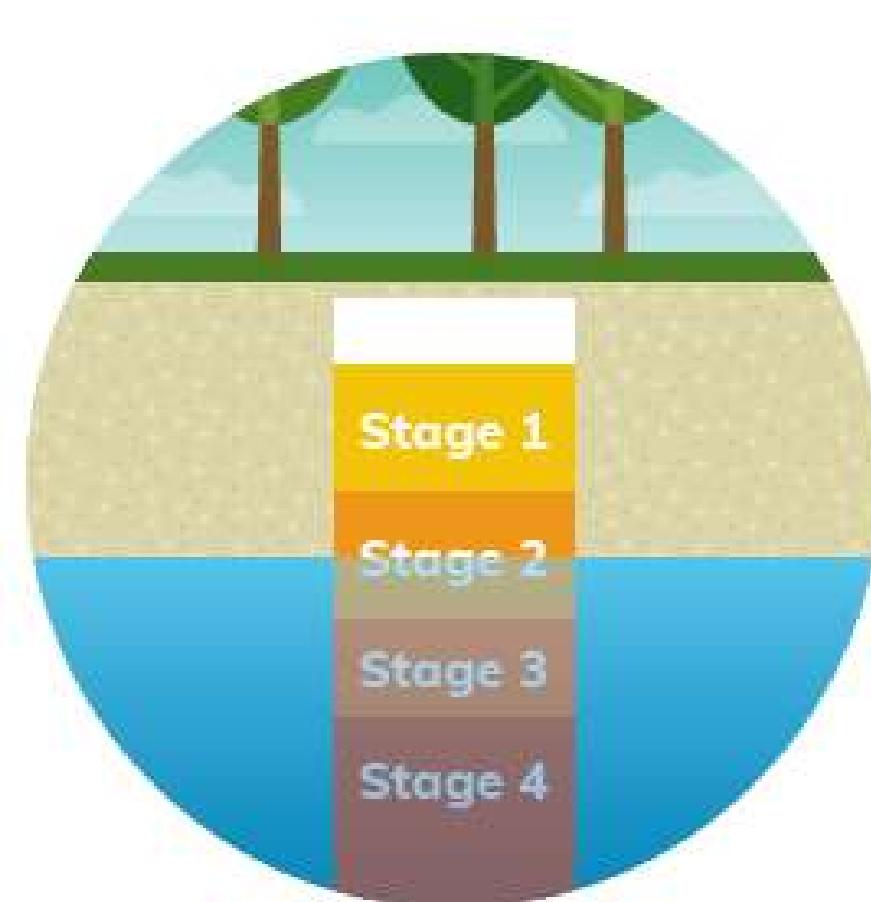
Triggered when the 12-month moving average is **between 0% and 34%**

- Mandatory water conservation measures for all customers, including prohibition of usage of outdoor water. **No exemptions**.
- All customers are required to reduce their water usage by 15% from their Average Winter Consumption*

* Some exemptions apply

Stage 4 Penalties/Fines

- 1st violation written warning
- 2nd violation \$250 administrative fee
- Subsequent violation \$500 per violation and installation of a water flow restrictor.

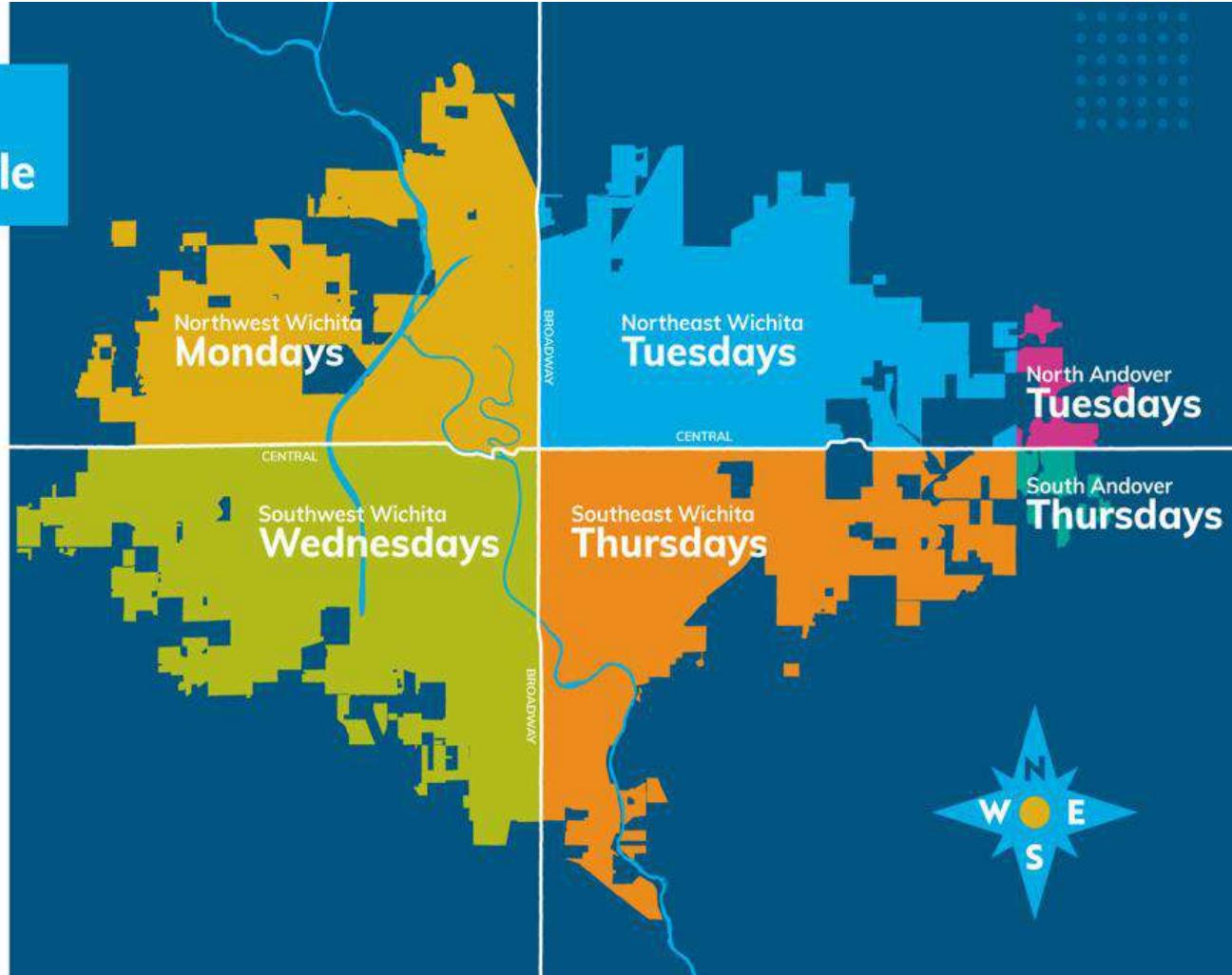


Drought Response – Stage 2 Mandatory Water Restrictions

- Once-weekly restrictions were implemented August 5, 2024 and remain in place

Stage 2 Drought Watering Schedule

- Customers at real properties northwest of Central & Broadway may use outdoor water on **Mondays**.
- Customers at real properties northeast of Central & Broadway may use outdoor water on **Tuesdays**.
- Customers at real properties southwest of Central & Broadway may use outdoor water on **Wednesdays**.
- Customers at real properties southeast of Central & Broadway may use outdoor water on **Thursdays**.
- No residential watering on Friday/Saturday/Sunday.
- No watering from 10am-8pm any day.



Resources – savewichitawater.com

[GOVERNMENT](#)[DEPARTMENTS](#)[BUSINESS](#)[COMMUNITY](#)[HOW DO I...](#)

[Home](#) | [Departments](#) | [Public Works & Utilities](#) | [Water](#) | [Save Wichita Water](#)

SAVE WICHITA WATER

- [Drought Update](#)
- [Irrigation Education](#)
- [How You Can Save Water](#)
- [Internal Conservation Plan](#)
- [Lawn Care](#)
- [Managing Supply](#)
- [Water Conservation Rebate Program](#)

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City of Wichita Drought Stage

Stage 2

Cheney Lake Level (4/28/25)

57.00% Full
7.99 ft BELOW normal

Cheney Level (12 Month Avg) 5/1/25

60.1% Full

- [Well Sign](#)
- [H2-NO Flier 1 \(PDF\)](#)
- [Well Water Yard Sign 1 \(PDF\)](#)
- [Well Water Yard Sign 2 \(PDF\)](#)
- [Watering Schedule Cards 1 \(PDF\)](#)
- [FAQs on Drought Stage 2 \(PDF\)](#)
- [FAQs for SaveWichita Water SPANISH al \(PDF\)](#)
- [H2-NO FLIER Espanol \(PDF\)](#)
- [Se ha determinado que esta violando la Ordenanza de la Ciudad de Respuesta a la Sequia de la Etapa 2 \(PDF\)](#)
- [Wichita Escalando a la Etapa 2 de Respuesta a la Sequia \(PDF\)](#)



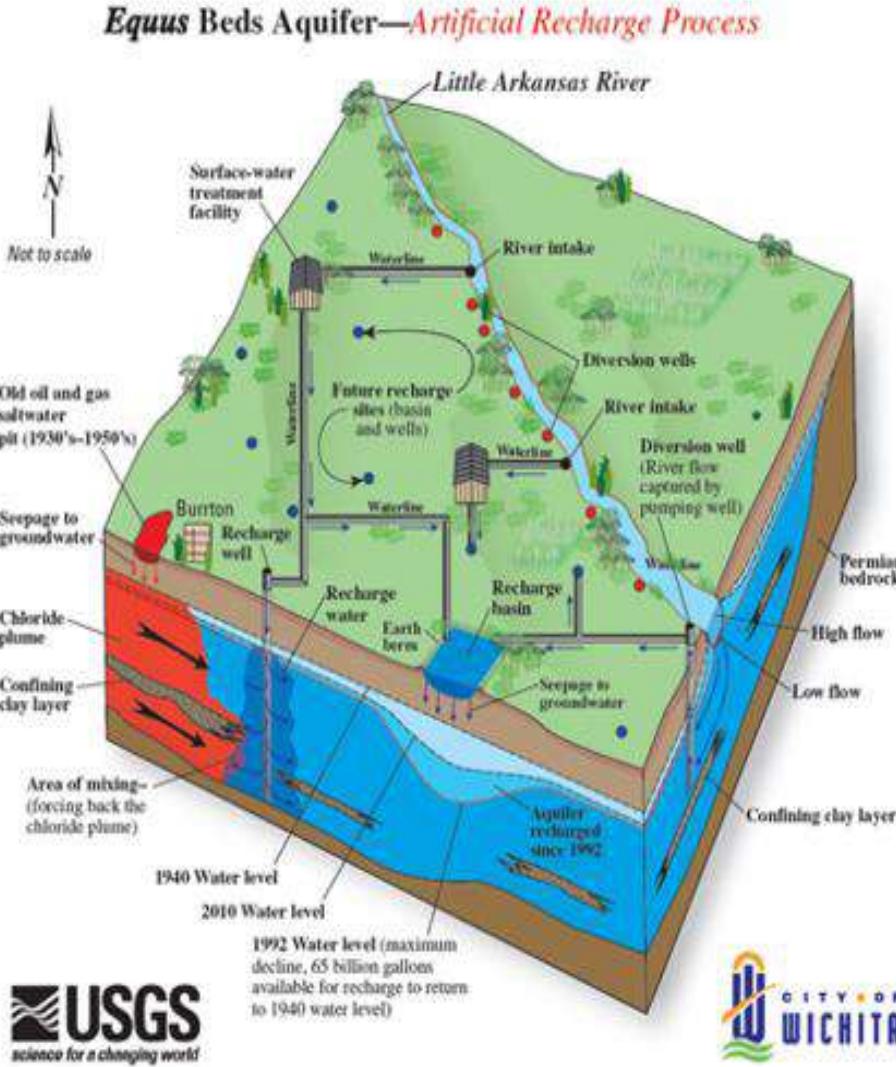
[Sign up for updates about the drought.](#)



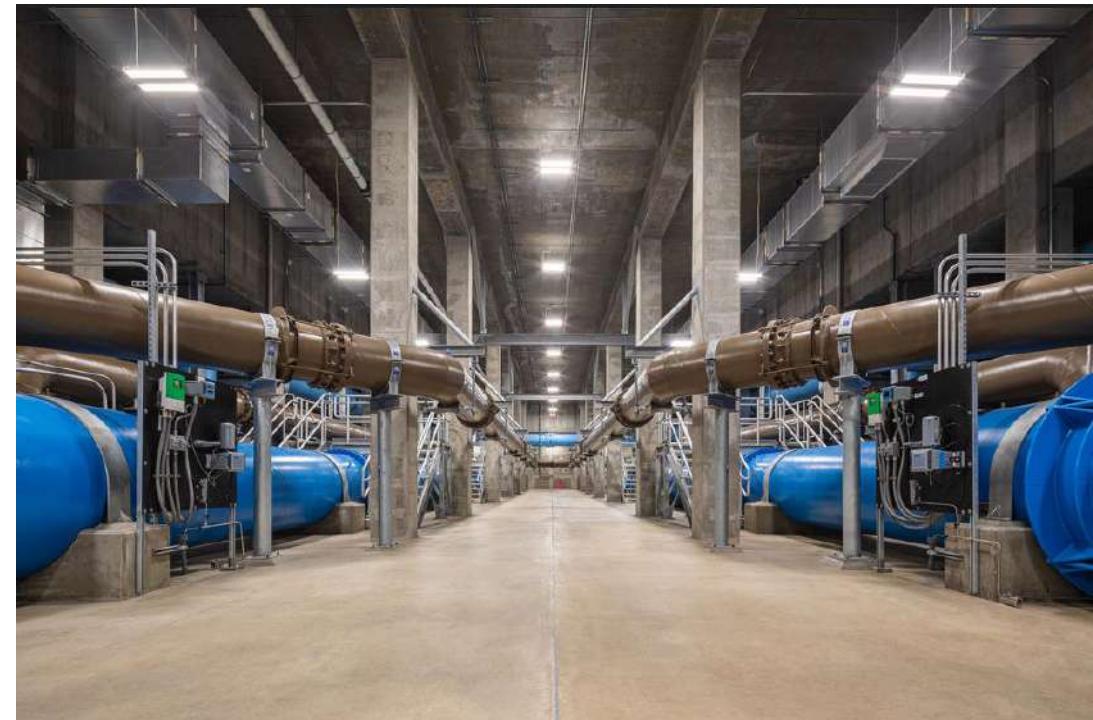
Strategic Planning and Innovation for the Future



Aquifer Storage and Recovery (ASR) – keeping the Equus Beds aquifer healthy



Wichita Water Works – new water treatment plant



Water Recycling & Reuse – adding to our long-term water supply



Treated GW Available at Herman Hill Park –

www.Wichita.gov/reclaimedwater

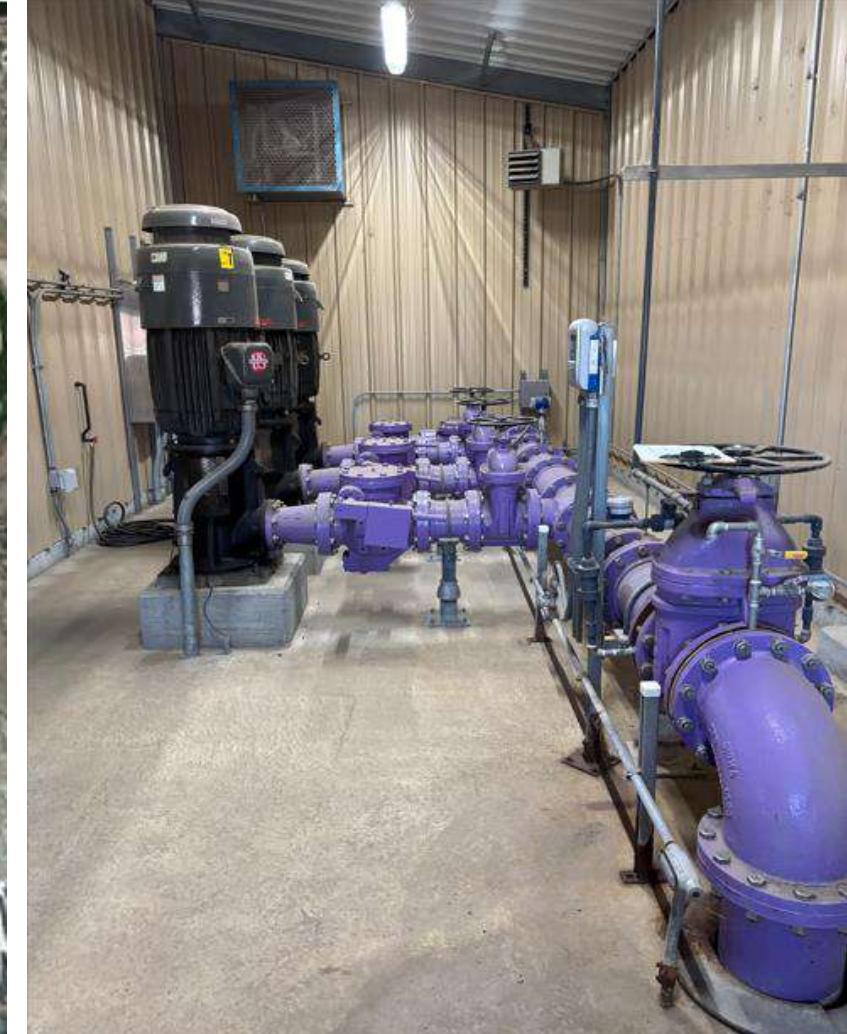


Spirit Industrial Reuse

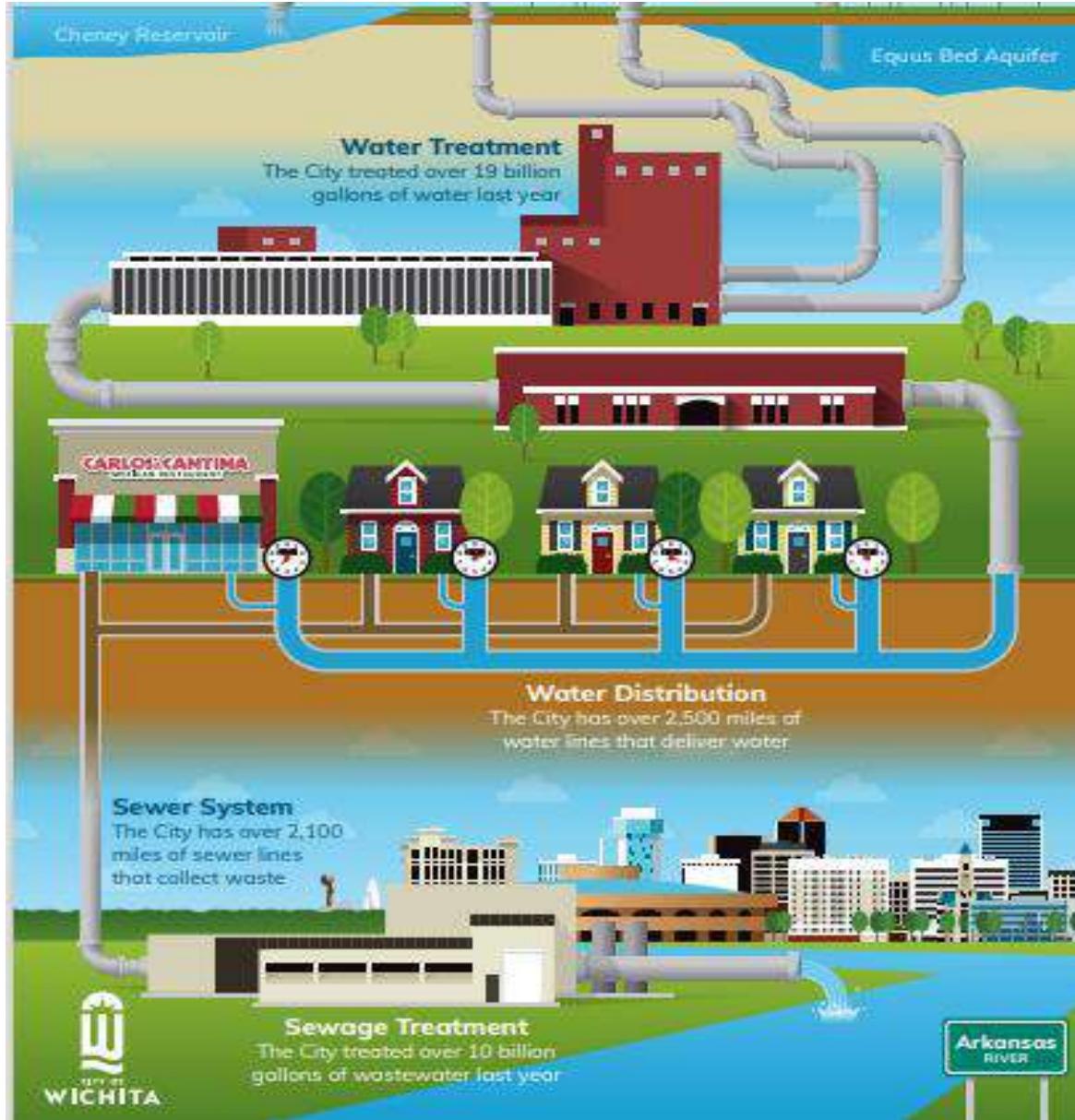
Pipe routing from City WWTP to Spirit



Pump station sending treated wastewater to Spirit



The (Near) Future of Recycling & Reuse



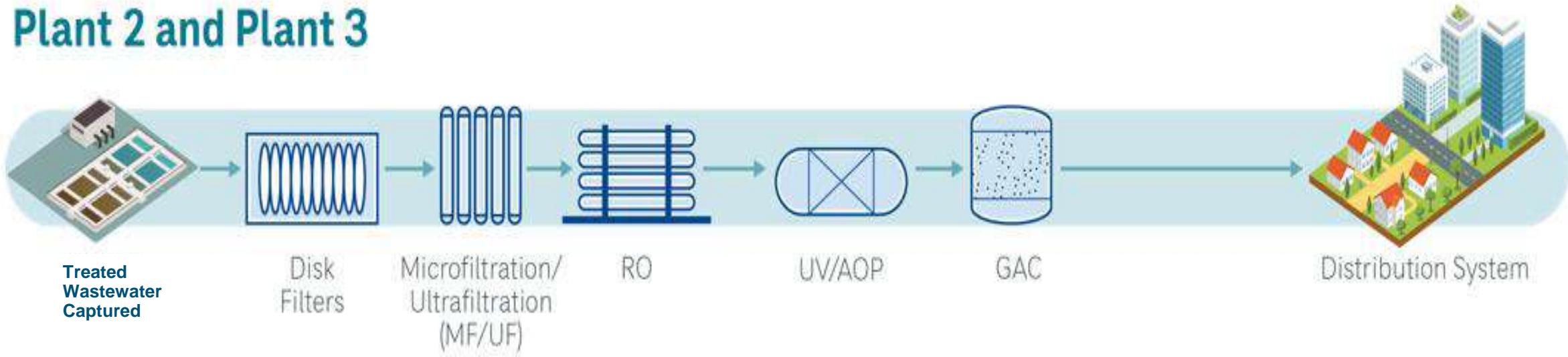
Treated wastewater discharge to Ark River – 25 million gallons per day available to recycle



Treated Wastewater Recycling Process (Direct Potable Reuse - DPR)



Plant 2 and Plant 3



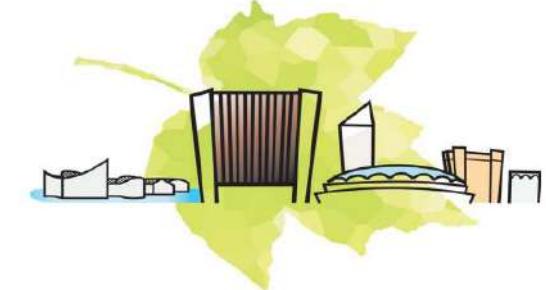
DPR creates an additional water supply for the future – we can lead the way for KS



Landscape/Development Practices



- Encourage moving away from fescue as default for new development
- Review landscape ordinance requirements and encourage/mandate xeriscape practices
- Evaluate recycle opportunities within developments
- Builders Association discussions will ramp up through 2025



Landscape Ordinance
Guidebook



Wichita-Sedgwick County Metropolitan Area Planning Department



What Others Are Doing – OKC alternate day watering



SUN	MON	TUE	WED	THU	FRI	SAT
25	26	27	28	29	30	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	1	2	3	4	5	6



City of Wichita Drought Response & Water Supply Resiliency



Questions?

May 6, 2025



NEW BUSINESS

A. HARVEST PLACE PHASE I SUPPLEMENTAL AGREEMENT WITH SEH:

Anthony Krejci with SEH will present supplemental agreement for turn lane design for extension of Sunflower Drive & Replating. Total fee in the amount of \$19,200.00

- Supplemental Agreement for Harvest Place Phase I Improvements

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between the City of Valley Center, KS ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective March 13, 2024, this Supplemental Letter Agreement dated April 9th, 2025 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Harvest Place Phase I Improvements – Extension of Sunflower Drive & Replatting.

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

Project Manager: Jake Vasa
Address: 15750 West Dodge Road, Suite 304, Omaha, Nebraska 68118
Telephone: (402) 480-4096 **email:** jvasa@sehinc.com

Project Description: Harvest Place I Improvements additional services for additional street connection to 93rd Street & associated appurtenances, and replatting services to accommodate the street connection.

Scope of Work:

Task 1: Sunflower Drive Design & Replatting

- Provide roadway plan and profile plans for an extension of Sunflower Drive to 93rd Street.
- The roadway extension will require a replatting of the original Harvest Place Addition plat to facilitate the required right of way in the area needed for the extension of Sunflower Drive.

Schedule: Additional Design & Replatting is anticipated to take up to 8 weeks.

Payment: The total fee is lump sum and will be **\$19,200**, including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in Exhibit A-2 of the original contract.

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

Short Elliott Hendrickson Inc.

By:



Full Name:

PROJECT MANAGER

City of Valley Center

By:

Full Name:

Title:

NEW BUSINESS
RECOMMENDED ACTION

**A. HARVEST PLACE PHASE I SUPPLEMENTAL AGREEMENT WITH
SEH:**

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommend approval of 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.

NEW BUSINESS

B. TRAILS END PHASE I IMPROVEMENTS; SUPPLEMENTAL AGREEMENT WITH SEH:

Anthony Krejci with SEH will present supplemental agreement for additional water main design and additional turn lane design on Tanner Trail. Total fee in the amount of \$17,300.00

- Supplemental Agreement for Trails End Phase I Improvements

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between the City of Valley Center, KS ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective September 6, 2024, this Supplemental Letter Agreement dated April 9th, 2025 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Trails End Phase I Improvements – Water Main & Turn Lane Design.

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

Project Manager: Jake Vasa
Address: 15750 West Dodge Road, Suite 304, Omaha, Nebraska 68118
Telephone: (402) 480-4096 **email:** jvasa@sehinc.com

Project Description: Trails End Phase I Improvements additional services for additional water main design and turn lane design.

Scope of Work:

Task 1: Water Main & Turn Lane Design

- Provide water main plan and profile plans for additional block of water main from Wagon Wheel Street to 5th Street on Chisholm Trail Drive.
- Provide roadway plan and profile plans for additional turn lanes on Tanner Trail into the school lot eastbound and westbound.

Schedule: Additional Design is anticipated to take up to 4 weeks.

Payment: The total fee is lump sum and will be **\$17,300**, including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in Exhibit A-2 of the original contract.

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

Short Elliott Hendrickson Inc.

By:

Full Name:

Title:



PROJECT MANAGER

City of Valley Center

By:

Full Name:

Title:

NEW BUSINESS
RECOMMENDED ACTION

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

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommend approval of 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.

NEW BUSINESS

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

A petition requesting drainage improvements for Trails End Phase II will be presented. Resolution 780-25 authorizes and provides for the construction and financing of these drainage improvements.

- Drainage petition for Trails End Phase II
- Resolution 780-25

DRAINAGE PETITION
(TRAILS END - PHASE 2)

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

Dear Council Members:

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

Lot 1-16, Block A; Lots 1-26, Block B; Lots 1-18, Block C; Lots 1-5 Block D; all in Trails End, an Addition to Valley Center, Sedgwick County, Kansas.

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

- (a) That there be constructed drainage improvements to serve the Improvement District (the "Improvements"), to be constructed with plans and specifications to be furnished by the undersigned to the City Engineer of the City of Valley Center, Kansas.
- (b) That the estimated and probable cost of the Improvements are three-hundred and sixty thousand dollars (\$360,000). Said estimated cost is hereby increased at the pro rata of 1 percent per month from and after May 6, 2025.
- (c) The extent of the improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lot 1-16, Block A; Lots 1-26, Block B; Lots 1-18, Block C; Lots 1-5 Block D; all in Trails End, an Addition to Valley Center, Sedgwick County, Kansas.

- (d) That the method of assessment for which the improvement district shall be liable shall be on a fractional basis:

Lot 1-16, Block A; Lots 1-26, Block B; Lots 1-18, Block C; Lots 1-5 Block D; all in Trails End, an Addition to Valley Center, Sedgwick County, Kansas, each lot shall pay 1.0 share.

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

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

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

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

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

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

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

Hornet Capital LLC

OWNER

Matt Andra

SIGNATURE

5/2/25

DATE

LEGAL DESCRIPTION

Lot 1-16, Block A; Lots 1-26, Block B; Lots 1-18, Block C; Lots 1-5 Block D; all in Trails End, an Addition to Valley Center, Sedgwick County, Kansas.

Gilmore & Bell, P.C.
04/29/2025

(Published in *The Ark Valley News* on May 15, 2025)

RESOLUTION NO. 780-25

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

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

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

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

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

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

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

(b) The estimated or probable cost of the proposed Improvements is: \$360,000; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

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

Lots 1-16, Block A; Lots 1-26, Block B; Lots 1-18, Block C; and Lots 1-5, Block D; all in Trails End, an Addition to Valley Center, Sedgwick County, Kansas.

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

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

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

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on May 6, 2025.

(SEAL)

By: _____

Name: James E. Truman

Title: Mayor

ATTEST:

By: _____

Name: Kristi Carrithers

Title: City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 6, 2025, as the same appears of record in my office.

DATED: May 6, 2025.

By: _____

Name: Kristi Carrithers

Title: City Clerk

NEW BUSINESS
RECOMMENDED ACTION

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

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion to approve Resolution 780-25 authorizing construction and financing drainage improvement to the Trails End Phase II subdivision.

NEW BUSINESS

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

A petition requesting paving improvements for Trails End Phase II will be presented. Resolution 781-25 authorizes and provides for the construction and financing of these paving improvements.

- Paving petition for Trails End Phase II
- Resolution 781-25

PAVING PETITION
(TRAILS END – PHASE 2)

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

Dear Council Members:

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

Lot 1-16, Block A; Lots 1-26, Block B; Lots 1-18, Block C; Lots 1-5 Block D; all in Trails End, an Addition to Valley Center, Sedgwick County, Kansas.

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

- (a) That there be constructed paving improvements to serve the Improvement District (the “Improvements”), to be constructed with plans and specifications to be furnished by the undersigned to the City Engineer of the City of Valley Center, Kansas.
- (b) That the estimated and probable cost of the Improvement are one million and two-hundred thousand dollars (\$1,200,000). Said estimated cost is hereby increased at the pro rata of 1 percent per month from and after May 6, 2025.
- (c) The extent of the improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Lot 1-16, Block A; Lots 1-26, Block B; Lots 1-18, Block C; Lots 1-5 Block D; all in Trails End, an Addition to Valley Center, Sedgwick County, Kansas.

- (d) That the method of assessment for which the improvement district shall be liable shall be on a fractional basis:
Lot 1-16, Block A; Lots 1-26, Block B; Lots 1-18, Block C; Lots 1-5 Block D; all in Trails End, an Addition to Valley Center, Sedgwick County, Kansas., each lot shall pay 1.0 share.

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

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

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

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

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

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

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

<u>Hornet Capital LLC</u>	<u>Matt Andra</u>	<u>5/2/25</u>
OWNER	SIGNATURE	DATE

LEGAL DESCRIPTION

Lot 1-16, Block A; Lots 1-26, Block B; Lots 1-18, Block C; Lots 1-5 Block D; all in Trails End, an Addition to Valley Center, Sedgwick County, Kansas.

Gilmore & Bell, P.C.
04/29/2025

(Published in *The Ark Valley News* on May 15, 2025)

RESOLUTION NO. 781-25

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

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

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

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

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

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

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

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

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

Lots 1-16, Block A; Lots 1-26, Block B; Lots 1-18, Block C; and Lots 1-5, Block D; all in Trails End, an Addition to Valley Center, Sedgwick County, Kansas.

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

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

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

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on May 6, 2025.

(SEAL)

By: _____

Name: James E. Truman

Title: Mayor

ATTEST:

By: _____

Name: Kristi Carrithers

Title: City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 6, 2025, as the same appears of record in my office.

DATED: May 6, 2025.

By: _____

Name: Kristi Carrithers

Title: City Clerk

NEW BUSINESS
RECOMMENDED ACTION

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

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends motion to approve Resolution 781-25 authorizing construction and financing paving improvement to the Trails End Phase II subdivision.

NEW BUSINESS

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

A petition requesting water improvements for Trails End Phase II will be presented. Resolution 782-25 authorizes and provides for the construction and financing of these water improvements.

- Water petition for Trails End Phase II
- Resolution 782-25

WATER PETITION
(TRAILS END – PHASE 2)

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

Dear Council Members:

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

Lot 1-16, Block A; Lots 1-26, Block B; Lots 1-18, Block C; Lots 1-5 Block D; all in Trails End, an Addition to Valley Center, Sedgwick County, Kansas.

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

- (a) That there be constructed water improvements to serve the Improvement District (the “Improvements”), to be constructed with plans and specifications to be furnished by the undersigned to the City Engineer of the City of Valley Center, Kansas.
- (b) That the estimated and probable cost of the Improvement is three hundred and seventy thousand dollars (\$370,000). Said estimated cost is hereby increased at the pro rata of 1 percent per month from and after May 6, 2025.
- (c) The extent of the improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Lot 1-16, Block A; Lots 1-26, Block B; Lots 1-18, Block C; Lots 1-5 Block D; all in Trails End, an Addition to Valley Center, Sedgwick County, Kansas.

- (d) That the method of assessment for which the improvement district shall be liable shall be on a fractional basis:
Lot 1-16, Block A; Lots 1-26, Block B; Lots 1-18, Block C; Lots 1-5 Block D; all in Trails End, an Addition to Valley Center, Sedgwick County, Kansas, each lot shall pay 1.0 share.

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

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

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

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

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

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

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

<u>Hornet Capital LLC</u>	<u>Matt Anderson</u>	<u>5/2/25</u>
OWNER	SIGNATURE	DATE

LEGAL DESCRIPTION

Lot 1-16, Block A; Lots 1-26, Block B; Lots 1-18, Block C; Lots 1-5 Block D; all in Trails End, an Addition to Valley Center, Sedgwick County, Kansas.

Gilmore & Bell, P.C.
04/29/2025

(Published in *The Ark Valley News* on May 15, 2025)

RESOLUTION NO. 782-25

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

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

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

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

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

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

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

(b) The estimated or probable cost of the proposed Improvements is: \$370,000; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

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

Lots 1-16, Block A; Lots 1-26, Block B; Lots 1-18, Block C; and Lots 1-5, Block D; all in Trails End, an Addition to Valley Center, Sedgwick County, Kansas.

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

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

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

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

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

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

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ADOPTED by the governing body of the City on May 6, 2025.

(SEAL)

By: _____

Name: James E. Truman

Title: Mayor

ATTEST:

By: _____

Name: Kristi Carrithers

Title: City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 6, 2025, as the same appears of record in my office.

DATED: May 6, 2025.

By: _____

Name: Kristi Carrithers

Title: City Clerk

NEW BUSINESS
RECOMMENDED ACTION

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

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends motion to approve Resolution 782-25 authorizing construction and financing water improvement to the Trails End Phase II subdivision.

NEW BUSINESS

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

A petition requesting sewer improvements for Trails End Phase II will be presented. Resolution 783-25 authorizes and provides for the construction and financing of these sewer improvements.

- Sewer petition for Trails End Phase II
- Resolution 783-25

SANITARY SEWER PETITION
(TRAILS END – PHASE 2)

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

Dear Council Members:

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

Lot 1-16, Block A; Lots 1-26, Block B; Lots 1-18, Block C; Lots 1-5 Block D; all in Trails End, an Addition to Valley Center, Sedgwick County, Kansas.

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

- (a) That there be constructed sanitary sewer improvements to serve the Improvement District (the “Improvements”), to be constructed with plans and specifications to be furnished by the undersigned to the City Engineer of the City of Valley Center, Kansas.
- (b) That the estimated and probable cost of the Improvement is five hundred and sixty five thousand dollars (\$565,000). Said estimated cost is hereby increased at the pro rata of 1 percent per month from and after May 6, 2025.
- (c) The extent of the improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Lot 1-16, Block A; Lots 1-26, Block B; Lots 1-18, Block C; Lots 1-5 Block D; all in Trails End, an Addition to Valley Center, Sedgwick County, Kansas.

- (d) That the method of assessment for which the improvement district shall be liable shall be on a fractional basis:
Lot 1-16, Block A; Lots 1-26, Block B; Lots 1-18, Block C; Lots 1-5 Block D; all in Trails End, an Addition to Valley Center, Sedgwick County, Kansas, each lot shall pay 1.0 share.

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

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

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

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

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

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

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

<u>Hannet Capital LLC</u>	<u>Matt Anderson</u>	<u>5/2/25</u>
OWNER	SIGNATURE	DATE

LEGAL DESCRIPTION

Lot 1-16, Block A; Lots 1-26, Block B; Lots 1-18, Block C; Lots 1-5 Block D; all in Trails End, an Addition to Valley Center, Sedgwick County, Kansas.

Gilmore & Bell, P.C.
04/29/2025

(Published in *The Ark Valley News* on May 15, 2025)

RESOLUTION NO. 783-25

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

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

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

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

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

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

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

(b) The estimated or probable cost of the proposed Improvements is: \$565,000; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

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

Lots 1-16, Block A; Lots 1-26, Block B; Lots 1-18, Block C; and Lots 1-5, Block D; all in Trails End, an Addition to Valley Center, Sedgwick County, Kansas.

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

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

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

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

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

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

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ADOPTED by the governing body of the City on May 6, 2025.

(SEAL)

By: _____

Name: James E. Truman

Title: Mayor

ATTEST:

By: _____

Name: Kristi Carrithers

Title: City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 6, 2025, as the same appears of record in my office.

DATED: May 6, 2025.

By: _____

Name: Kristi Carrithers

Title: City Clerk

NEW BUSINESS
RECOMMENDED ACTION

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

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends motion to approve Resolution 783-25 authorizing construction and financing sewer improvement to the Trails End Phase II subdivision.

NEW BUSINESS

G. RESOLUTION 784-25; UPDATED TIF DEVELOPMENT AGREEMENT:

Garth Herrmann, Gilmore & Bell will present Resolution 784-25 authorizing the updated agreement for the TIF Development. He will also present updated Development Agreements between the City of Valley Center and Hornet Capital LLC and the City of Valley Center and IHD Prairie Lakes, LLC.

- Resolution 784-25
- Development Agreement with Hornet Capital LLC
- Development Agreement with IHD Prairie Lakes, LLC

RESOLUTION NO. 784-25

A RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF VALLEY CENTER, KANSAS AND HORNET CAPITAL LLC; AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT AMENDMENT NO. 2 BETWEEN THE CITY OF VALLEY CENTER, KANSAS AND IHD PRAIRIE LAKES, LLC.

WHEREAS, the City of Valley Center, Kansas (the “City”) is a municipal corporation duly organized and validly existing under the laws of the State of Kansas; and

WHEREAS, the City and IHD Prairie Lakes, LLC, a Kansas limited liability company (“IHD”), entered into that certain Development Agreement, dated as of January 27, 2022 (the “IHD Development Agreement”), relating to construction and financing of a residential and commercial development located southwest of the intersection of 5th Street and Seneca Street within the City; and

WHEREAS, the City previously amended the IHD Development Agreement by the execution of Development Agreement Amendment No. 1 dated June 20, 2023 (“IHD Amendment No. 1”) pertaining to the transfer of a portion of the obligations and benefits set forth in the IHD Development Agreement from IHD to Nottingham Estates at Hunters Pointe, LLC, a Kansas limited liability company; and

WHEREAS, IHD desires to transfer an additional portion of the obligations and benefits set forth in the IHD Development Agreement, as amended by IHD Amendment No. 1, to Hornet Capital LLC, a Kansas limited liability company (“Hornet”); and

WHEREAS, a Development Agreement between the City and Hornet (the “Hornet Development Agreement”) has been presented to the Governing Body for consideration; and

WHEREAS, a IHD Development Agreement Amendment No. 2 has been presented to the Governing Body for consideration (the “IHD Amendment No. 2”); and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable and in the interest of the public health, safety and welfare, including economic development, of the City, to authorize the execution of the Hornet Development Agreement and the IHD Amendment No. 2.

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

Section 1. Transfer Documents. The Hornet Development Agreement and the IHD Amendment No. 2 are hereby approved in substantially the forms presented to the Governing Body with such alterations, changes or additions as may be approved by the City Administrator and as to form by the City Attorney. The Mayor or Vice Mayor of the City is hereby authorized and directed to execute the Hornet Development Agreement and the IHD Amendment No. 2 and such other documents, statements, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution (together with the Hornet Development Agreement and the IHD Amendment No. 2, collectively, the “Transfer Documents”) in such final form as are approved by the City Administrator and as to form by the City Attorney, and the execution or taking of such actions shall be conclusive evidence of such form,

necessity or advisability. The City Clerk or any Deputy City Clerk is hereby authorized to attest to and affix the seal of the City to the Transfer Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 2. Further Authority. The City shall, and the officers, employees and agents of the City, including Gilmore & Bell, P.C., the City's bond counsel, are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments, as may be necessary or desirable to carry out and comply with the intent of this Resolution and to carry out, comply with and perform the duties of the City with respect to the Transfer Documents.

Section 3. Effective Date. This Resolution shall take effect and be in force from and after its adoption by the Governing Body.

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ADOPTED by the City Council of the City of Valley Center, Kansas, on May 6, 2025.

(SEAL)

Mayor

ATTEST:

City Clerk

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DEVELOPMENT AGREEMENT

between the

CITY OF VALLEY CENTER, KANSAS,

and

HORNET CAPITAL LLC

Dated as of _____, 2025

Relating to the Redevelopment of the Prairie Lakes Redevelopment District

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into as of _____, 2025 (the “**Effective Date**”), by and between the **CITY OF VALLEY CENTER, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “**City**”) and **HORNET CAPITAL LLC**, a Kansas limited liability company (the “**Hornet Developer**”) (the Hornet Developer and the City are collectively referred to as the “**Parties**” and each a “**Party**”).

RECITALS

WHEREAS, the City and IHD Prairie Lakes, LLC, a Kansas limited liability company (“**IHD Developer**”), made and entered into that certain Development Agreement, dated as of January 27, 2022, as amended pursuant to that certain Development Agreement Amendment No. 1, made and entered into as of June 20, 2023 (“**IHD Development Agreement**”), pursuant to which IHD Developer was granted developer rights to the property as defined in the IHD Development Agreement and more particularly described in **Exhibit A** attached hereto (“**Property**”);

WHEREAS, the City and Nottingham Estates At Hunters Pointe LLC, a Kansas limited liability company (“**Nottingham Developer**”), made and entered into that certain Development Agreement, dated as of June 20, 2023, pursuant to which Nottingham Developer was assigned and assumed certain of IHD Developer’s rights with respect to a portion of the Property, more particularly described in **Exhibit B** attached hereto (“**Prairie Lakes Property**”);

WHEREAS, IHD Developer desires to assign the developer rights (“**Trails End Residential Development Rights**”) for a portion of the Property commonly known as the residential lots in the Trails End Addition and more particularly described in **Exhibit C** attached hereto (“**Trails End Residential Property**”) to Hornet Developer;

WHEREAS, the Hornet Developer has acquired and intends to develop the Trails End Residential Property into a residential development as more particularly set forth in this Agreement, including:

- ✓ construction of approximately 146 single family homes on the Trails End Residential Property;
- ✓ construction of all infrastructure necessary to support the development;
- ✓ compliance with the Project Milestones, including the following: substantial completion within 17 years after the Effective Date.

WHEREAS, so long as the Hornet Developer remains in full compliance with this Agreement, the City agrees to (i) permit IHD Developer to assign to Hornet Developer the Trails End Residential Development Rights on the terms and conditions set forth in this Agreement; and (ii) permit the Developer Project (as defined herein) to participate in certain City programs as more particularly set forth in this Agreement, including the financing of certain improvements to the Trails End Residential Property payable by benefit district special assessments levied upon portions of the Trails End Residential Property;

WHEREAS, in addition, if sufficient tax increment funds are generated, the City will construct Seneca Street Improvements;

WHEREAS, the purpose and intent of the agreements of the Parties set forth in this Agreement is to provide for substantial and long-lasting improvement of the character of the Trails End Residential Property that will contribute to the revitalization, growth and economic development of the City.

WHEREAS, the Parties now desire to enter into this Agreement to formalize the construction and

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financing of the improvements to the Trails End Residential Property for the purposes described herein.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. Definitions of Words and Terms. Capitalized words used in this Agreement have the meanings set forth in the Recitals to this Agreement or they have the following meanings:

“**Action**” means any suit, action, investigation, claim or proceeding.

“**Base Year**” means the 2021 calendar year.

“**Benefit District Act**” means K.S.A. 12-6a01 *et seq.*, as amended.

“**Certificate of Substantial Completion**” means a certificate in substantially the form attached as **Exhibit F** hereto furnished by the Hornet Developer and approved by the City pursuant to this Agreement upon completion of the Developer Project.

“**City**” means the City of Valley Center, Kansas.

“**City Administrator**” means the City Administrator of the City, or in the absence of the City Administrator any duly appointed Deputy, Assistant or Acting City Administrator.

“**City Attorney**” means the City Attorney of the City, or in the absence of the City Attorney any duly appointed Deputy, Assistant or Acting City Attorney.

“**City Building Code**” means the City of Valley Center, Kansas Building Code, or any successor thereto in effect in the City during construction of the Developer Project.

“**City Engineer**” means the City Engineer of the City, or in the absence of the City Engineer any duly appointed Deputy, Assistant or Acting City Engineer.

“**City Improvements**” means the design, engineering, constructing, reconstructing, furnishing, equipping, and/or coordination of (i) the Regional Detention Basin; (ii) the Seneca Street Improvements; (iii) the Evergy Improvements; and (iv) improvements to the City Park and Reserve Property.

“**City Indemnified Parties**” means City’s Governing Body members, employees, agents and independent contractors and consultants.

“**City Park Property**” means the property identified as park property on the Site Plan attached as **Exhibit D**.

“**City Park and Reserve Property**” means collectively the City Park Property and the City Reserve Property.

“**City Representative**” means the City Administrator or his or her designee as evidenced by a

written certificate furnished to the Hornet Developer containing the specimen signature of such person or persons and signed by the City Administrator.

“City Reserve Property” means the property identified as reserve property on the Site Plan attached as *Exhibit D*.

“Claimant” shall mean any Party claiming a default in accordance with **Article VIII** of this Agreement.

“Construction Permits” means all governmental permits and licenses required by applicable law to construct the Developer Project.

“Construction Plans” means the plans, drawings, specifications and related documents, and construction schedules for the construction of the Developer Project, together with all supplements, amendments or corrections approved by the City.

“Developer Project” means the design, engineering, constructing, reconstructing, furnishing, and equipping of (i) approximately 146 single family homes and (ii) related sanitary sewer, stormwater, and water infrastructure and related improvements to the Trails End Residential Property.

“Developer TIF Shortfall Letter of Credit” means the letter of credit issued by Hornet Developer in favor of the City as security for payment of the debt service related to (i) the cost of the Regional Detention Basin and (ii) the cost of acquisition of the City Park and Reserve Property, as more particularly described in **Section 6.05** hereof.

“Effective Date” means the date set forth in the preamble to this Agreement.

“Event of Default” shall have the meaning set forth in **Article VIII** of this Agreement.

“Evergy Improvements” means the installation by Evergy of transmission facilities along West 85th Street North within or adjacent to the TIF District.

“Excess TIF Funds” means Tax Increment Funds held by the City in excess of the amount needed to satisfy the TIF Bonds payment obligations for the then current calendar year.

“Excusable Delays” means any delay beyond the reasonable control of the Party affected, caused by damage or destruction by fire or other casualty, earthquake, power failure, strike, shortage of materials, unavailability of labor, delays in construction of nearby public streets, roads, right-of-way, interstate or highway, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, and any other events or conditions, which shall include but not be limited to any action or inaction of any Party to this Agreement or other governmental body (including any designees of the foregoing) and any litigation interfering with or delaying the construction of all or any portion of the Developer Project in accordance with this Agreement, which in fact prevents the Party so affected from discharging its respective obligations hereunder.

“Governing Body” means the Mayor and City Council of the City.

“General Contractor” means the general contractor(s) for the Developer Project to be selected by the Hornet Developer.

“Governmental Approvals” means all plat approvals, re-zoning or other zoning changes, site plan

approvals, conditional use permits, variances, building permits, architectural review or other subdivision, zoning or similar approvals required for the implementation of the Developer Project.

“Hornet Developer” means, as of the Effective Date, Hornet Capital LLC.

“Principals” means Matthew Anderson, Kristin Anderson, and any other entities or persons having an ownership or equity position in the Hornet Developer.

“Project Approvals” means all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to operate and maintain the Developer Project.

“Project Milestones” means the performance of the Developer Project described on ***Exhibit E*** hereto in accordance with the provisions of ***Section 3.04*** hereof.

“Property” means the real property described on ***Exhibit A*** hereto.

“Regional Detention Basin” means an approximately 52 acre regional detention basin to be constructed within the TIF District in accordance with the IHD Development Agreement.

“Regional Detention Basin Petition” means the petition submitted by IHD Developer requesting the establishment of a benefit district in order to finance the costs of the Regional Detention Basin pursuant to the Benefit District Act.

“Seneca Street Improvements” means widening or other improvements to Seneca Street between Ford Street and 5th Street, if any.

“State” means the State of Kansas.

“Substantial Completion” has the meaning set forth in ***Section 3.08***

“Tax Increment” means the difference between the amount of real property taxes collected within the TIF District and the Base Year property taxes specified for the TIF District in this Agreement, pursuant to the TIF Act.

“Tax Increment Funds” means 100% of the funds actually paid to the City by the Sedgwick County Treasurer as incremental property taxes collected for the TIF District, pursuant to the TIF Act.

“Term” means the term of this Agreement commencing on the Effective Date and, unless terminated earlier as provided in this Agreement, expiring upon the Substantial Completion of the Developer Project.

“TIF Act” means K.S.A. 1770 *et seq.*, as amended and supplemented.

“TIF Bonds” means full faith and credit tax increment financing bonds to pay TIF Eligible Costs as set forth in ***Section 6.02***.

“TIF District” means the “Prairie Lakes Redevelopment District,” a tax increment financing district created by the City pursuant to the TIF Ordinance in accordance with the TIF Act, which specifically includes the Project.

“TIF Eligible Costs” means all TIF District project costs which are eligible for payment from TIF Bonds proceeds or reimbursement from Excess TIF Funds under the TIF Act and including but not limited to costs of the City Improvements.

“TIF Ordinance” means Ordinance No. 1357-21, passed by the Governing Body of the City creating the TIF District.

“TIF Project Plan” means a redevelopment project plan adopted in accordance with the provisions of the TIF Act.

“TIF Shortfall Letters of Credit” means the letters of credit issued in favor of the City as security for payment of the debt service related to (i) the cost of the Regional Detention Basin and (ii) the cost of acquisition of the City Park and Reserve Property, as more particularly described in **Section 6.05** hereof.

“Trails End Residential Property” means the real property described on **Exhibit C** hereto.

Section 1.02. Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

- (a) The terms defined in this Article include the plural as well as the singular.
- (b) All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.
- (c) All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- (d) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed.
- (e) The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.
- (f) The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations of the City. The City makes the following representations and warranties, which are true and correct on the date hereof, to the best of the City’s knowledge:

- (a) **Due Authority.** The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all

necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal valid and binding obligation of the City, enforceable in accordance with its terms.

(b) ***No Defaults or Violation of Law.*** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(c) ***No Litigation.*** There is no litigation, proceeding or investigation pending or, to the knowledge of the City, threatened against the City with respect to this Agreement. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of the terms and provisions of this Agreement.

(d) ***Governmental or Corporate Consents.*** No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the City of this Agreement.

(e) ***No Default.*** No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

Section 2.02. Representations of the Hornet Developer. The Hornet Developer makes the following representations and warranties, which are true and correct on the date hereof, to the best of the Hornet Developer's knowledge:

(a) ***Due Authority.*** The Hornet Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Hornet Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Hornet Developer, enforceable in accordance with its terms.

(b) ***No Defaults or Violation of Law.*** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(c) ***No Litigation.*** No litigation, proceeding or investigation is pending or, to the knowledge of the Hornet Developer, threatened against the Developer Project, the Hornet Developer or any officer, director, member or shareholder of the Hornet Developer. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the Hornet Developer, threatened against the Hornet Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Hornet Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Hornet Developer, of the terms and provisions of this Agreement.

(d) **No Material Change.** (i) The Hornet Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for the transactions contemplated by this Agreement and (ii) there has been no material adverse change in the business, financial position, prospects or results of operations of the Hornet Developer, which could affect the Hornet Developer's ability to perform its obligations pursuant to this Agreement from that shown in the financial information provided by the Hornet Developer to the City prior to the execution of this Agreement.

(e) **Governmental or Corporate Consents.** No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Hornet Developer of this Agreement.

(f) **No Default.** No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Hornet Developer under this Agreement, or any other material agreement or material instrument to which the Hornet Developer is a party or by which the Hornet Developer is or may be bound.

(g) **Approvals.** The Hornet Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to own or lease and operate its properties as now owned or leased by it. The Hornet Developer has obtained, or reasonably believes it will obtain in due course, all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to acquire, construct, equip, operate and maintain the Developer Project; or reasonably believes that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will be obtained in due course.

(h) **Construction Permits.** All governmental permits and licenses required by applicable law to construct, occupy and operate the Developer Project have been issued and are in full force and effect or, if the present stage of development does not allow such issuance, the Hornet Developer reasonably believes, after due inquiry of the appropriate governmental officials, that such permits and licenses will be issued in a timely manner in order to permit the Developer Project to be constructed.

(i) **Compliance with Laws.** The Hornet Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

(j) **Other Disclosures.** The information furnished to the City by the Hornet Developer in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

(k) **Contractors.** All contracts with contractors shall warrant that the work performed or material supplied by that contractor to the Developer Project will be free from any defects in

materials and workmanship for a period of at least one (1) year from the date of completion, and that such warranty does not restrict or otherwise limit that contractor's obligation to construct the Developer Project in a workmanlike manner and in accordance with the Construction Plans and this Agreement as it pertains to that contractor's work.

Section 2.03. Conditions to the Effectiveness of this Agreement. Contemporaneously with the execution of this Agreement (unless otherwise noted), and as a precondition to the effectiveness of this Agreement, to the extent they have not already done so, the Hornet Developer will submit the following documents to the City:

- (a) a copy of the Hornet Developer's Articles of Organization and a good standing certificate dated within one week of the date of this Agreement, each certified by the Secretary of State of the State of Kansas;
- (b) a certified copy of the Operating Agreement of the Hornet Developer;
- (c) a list of each member of the Hornet Developer and the associated percentage ownership, and if such member is not an individual, the individual owners and percentage ownership of such member; and
- (d) a legal opinion from counsel to the Hornet Developer in form and substance acceptable to the City covering: (i) the due organization of the Hornet Developer and the power and authority of the Hornet Developer to execute this Agreement, and (ii) the enforceability of this Agreement against the Hornet Developer.

Section 2.04. Maintenance of Existence. During the term of this Agreement, the Hornet Developer will maintain its legal existence, will continue to be in good standing under the laws of its state of organization, will continue to be qualified to do business in the State of Kansas, and, except as permitted by **Section 9.02** hereof, will not dissolve consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it.

ARTICLE III

DEVELOPMENT OF THE PROJECT

Section 3.01. Cost of the Developer Project. The Hornet Developer shall be solely responsible for and will pay the costs of the Developer Project, subject to any improvements financed in accordance with the City's Benefit District Act policy and program.

Section 3.02. Design of the Developer Project. The Hornet Developer has designed the Developer Project in accordance with all applicable building codes, laws, and regulations (including the Americans With Disabilities Act, the Kansas Act Against Discrimination, and all environmental laws).

Section 3.03. Construction of the Developer Project. The Hornet Developer will cause the Developer Project to be engineered and constructed in accordance with the TIF Ordinance, this Agreement and the Construction Plans. The Hornet Developer will obtain all Governmental Approvals for the Developer Project and the Developer Project will conform to all approved plans for such improvements as provided in this Agreement, applicable building codes, City ordinances, and all other applicable rules and regulations.

Section 3.04. Project Milestones. Subject to Excusable Delays and the terms and provisions of

this Agreement, the Hornet Developer agrees to meet the Project Milestones not later than the times set forth in ***Exhibit E***. Upon reasonable advance notice, the Hornet Developer will meet with the City to review and discuss the design and construction of the Developer Project in order to enable the City to monitor the status of construction and to determine that the Developer Project is being performed and completed in accordance with this Agreement.

Section 3.05. Construction Plans. The Hornet Developer will submit Construction Plans for the Developer Project for review and approval pursuant to the City Building Code and all other applicable review processes. The Construction Plans will be in sufficient completeness and detail to show that construction will be in conformance with this Agreement. The Hornet Developer agrees that all construction, improvement, furnishing, equipping, and installation work on the Developer Project will be done in accordance with the Construction Plans and this Agreement. The Hornet Developer will furnish to the City the number of copies of the Construction Plans as required by the City.

Section 3.06. Construction Permits and Approvals. Before commencement of construction or development of any buildings, structures or other work or improvements, the Hornet Developer shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. Such permits and approvals may be obtained by Hornet Developer in phases corresponding to particular stages of construction. The City shall cooperate with and provide all usual assistance to the Hornet Developer in securing these permits and approvals, and shall diligently process, review and consider all such permits and approvals as may be required by law; except provided that the City shall not be required to issue any such permits or approval for any portion of the Developer Project not in conformance with this Agreement.

Section 3.07. No Waiver. Nothing in this Agreement shall constitute a waiver of the City's right to consider and approve or deny Governmental Approvals pursuant to the City's regulatory authority as provided by City Building Code and applicable State law. The Hornet Developer acknowledges that satisfaction of certain conditions contained in this Agreement require the reasonable exercise of the City's discretionary zoning authority by the City's Planning Commission and Governing Body in accordance with the City's Zoning Ordinance, the City Building Code and applicable State law.

Section 3.08. Certificate of Substantial Completion. Promptly after completion of the Developer Project in accordance with the provisions of this Agreement, the Hornet Developer will submit a Certificate of Substantial Completion to the City. "Substantial Completion" means that the Hornet Developer or its successor or assigns have been granted a Temporary Certificate of Occupancy by the City for each structure built on the Trails End Residential Property and have completed all work as required by the Construction Plans with respect to the Developer Project. The Certificate of Substantial Completion will be in substantially the form attached as ***Exhibit F***. The City will, within thirty (30) days following delivery of the Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be deemed accepted by the City unless, prior to the end of such 30-day period after delivery, the City furnishes the Hornet Developer with specific written objections, describing such objections and the measures required to correct such objections in reasonable detail. The City's execution of the Certificate of Substantial Completion will constitute evidence of the satisfaction of the Hornet Developer's agreements and covenants to construct the Developer Project.

Section 3.09. Covenant for Non-Discrimination. The Hornet Developer covenants by and for itself and any successors in interest that there will be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, disability, national

origin or ancestry in the construction, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Developer Project, nor will the Hornet Developer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Developer Project.

The covenant established in this **Section 3.09** will, without regard to technical classification and designation, be binding for the benefit and in favor of the City, its successors and assigns and any successor in interest to the Developer Project or any part thereof. The covenants contained in this **Section 3.09** will remain for so long as this Agreement is in effect.

Section 3.10. Operation of Developer Project. The Developer Project shall comply with all applicable building and zoning, health, environmental and safety codes and laws and all other applicable laws, rules and regulations. The Hornet Developer shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction for the construction and operation of the Developer Project, including but not limited to obtaining all necessary rental licenses and paying any necessary fees to obtain required permits and licenses. Until such time as construction is commenced for each phase of development, the Hornet Developer shall maintain the Trails End Residential Property in a good and safe condition, including the boarding of vacant buildings and regular maintenance and removal of vegetation.

Section 3.11. Land Use Restrictions. The Hornet Developer agrees that the Trails End Residential Property will be utilized only as permitted by City Zoning Code.

Section 3.12. Payment of Taxes. The Hornet Developer represents and warrant to the City that they will pay or cause to be paid, at the times prescribed by State law, all ad valorem property taxes properly levied against (i) all Hornet Developer owned portions of the Developer Project and Trails End Residential Property; and (ii) any City owned portion of the Developer Project or Trails End Residential Property due to use by the Hornet Developer or the Developer Project.

ARTICLE IV

CITY IMPROVEMENTS

Section 4.01. Seneca Street Improvements. The City will use commercially reasonable efforts to identify funds to construct the Seneca Street Improvements, which may include the utilization of Excess TIF Funds. The design of the Seneca Street Improvements will be at the sole discretion of the City. Hornet Developer acknowledges that the construction of all or any portion of the Seneca Street Improvements is contingent upon the availability of sufficient funds and the City is under no obligation to complete all or any portion of the Seneca Street Improvements. The City, in its sole discretion, may finance the costs of any Seneca Street Improvements with TIF Bonds or on a pay-as-you-go basis as Excess TIF Funds are accumulated or from any other funding source or any combination of sources. The City acknowledges and agrees that the Hornet Developer will have no obligation to improve, increase, or maintain the Seneca waterway opening to control flooding.

Section 4.02. Stormwater Management Regulations. The City will develop stormwater management regulations for the Trailsview Slough basin designed to increase the amount of stormwater detention for new development up-gradient of the Regional Detention Basin. [•WHAT IS CURRENT STATUS?•]

Section 4.03. City Park and Reserve Property Improvements. The City is developing park and

recreational facilities on a portion of the Property. The City, in its sole discretion, may finance the costs of the purchase of the City Park and Reserve Property and any eligible associated improvement with TIF Bond proceeds or on a pay-as-you-go basis as Excess TIF Funds are accumulated or from any other funding source or any combination of sources.

ARTICLE V

CITY PROGRAMS

Section 5.01. TIF. The City approved the creation of the TIF District through the adoption of the TIF Ordinance. The TIF Ordinance approved certain improvements within the TIF District to be financed (i) from the proceeds of full faith and credit tax increment bonds of the City or (ii) with pay-as- you-go financing payable from Tax Increment Funds generated by the TIF District.

Section 5.02. Benefit Districts and Benefit District Letters of Credit. The Hornet Developer may submit one or more petitions requesting the creation of improvement districts upon the Trails End Residential Property pursuant to the Benefit District Act to impose special assessments upon the Trails End Residential Property which will be dedicated to finance the costs of certain public infrastructure improvements pursuant to the City's Benefit District Act policy and program. The letters of credit required to be furnished to the City from the Hornet Developer pursuant to the City's Benefit District Act policy and program (the "**Benefit District Letters of Credit**") will be in addition to the Developer TIF Shortfall Letter of Credit; however, the Benefit District Letters of Credit will be released upon completion of thirty-five percent (35%) of the residential units in the applicable phase of development.

Section 5.03. New Homeowner Program. Because of the use of tax increment financing, residential houses in the District will not be eligible for the current City new home property tax rebate program. However, new homes constructed in the District will be eligible for an alternative program by application to the City. The alternative program will include the following features:

- (a) Eligibility for the alternative program will be limited to residential owner- occupants of new houses constructed in the District;
- (b) Eligibility for a property will begin with the first residential owner-occupant and will end after 3 years;
- (c) Property owners will pay all annual special assessments levied against the property and will become eligible to receive an annual grant from the City in an amount equal to the lesser of (i) \$1,200 or (ii) the total amount of special assessments paid, other than special assessments levied for Regional Detention Basin work (if any).

ARTICLE VI

TIF FINANCING

Section 6.01. TIF Fund. The City shall establish a TIF Fund as provided by K.S.A. 12-1775 to deposit Tax Increment Funds generated by the TIF District. Pursuant to the TIF Ordinance and this Agreement, as Tax Increment Funds are generated over the life of the TIF District, the City will (i) first make payments on any issued and outstanding TIF Bonds; and (ii) if sufficient Tax Increment Funds remain or are accumulated, to construct the City Improvements pursuant to **Article IV**.

Section 6.02. TIF Bonds. The City has issued full faith and credit tax increment financing bonds to pay TIF Eligible Costs up to a maximum of \$11,200,000 (the “**TIF Bonds**”), to be utilized by the City, in its sole discretion, to finance all or any portion of the City Improvements.

Section 6.03. Pay-as-you-go Financing of Additional TIF Eligible Costs. The City may utilize Excess TIF Funds, if sufficient, to construct or finance the construction of the City Improvements pursuant to **Article IV**. The Hornet Developer will not be eligible to receive any portion of TIF Bond proceeds or Excess TIF Funds.

Section 6.04. TIF Shortfall Letters of Credit.

(a) **TIF Shortfall Letters of Credit.** The Parties acknowledge and agree, as security for payment of the debt service related to (a) TIF Bonds issued to finance the costs of the Regional Detention Basin and (b) TIF Bonds issued to finance the acquisition of the City Park and Reserve Property, Hornet Developer, Nottingham Developer, IHD Developer, one or more of an IHD Developer’s Affiliate Entity (as defined in the IHD Development Agreement), and/or one or more assignees of IHD Developer has or shall, as applicable, furnish to the City one or more shortfall letters of credit in an aggregate amount of [●\$745,000●] issued by bank(s) reasonably acceptable to the City (each a “**TIF Shortfall Letter of Credit**” and, collectively, “**TIF Shortfall Letters of Credit**”). The City will draw upon each TIF Shortfall Letter of Credit on a proportionate basis based upon the amount each such TIF Shortfall Letter of Credit bears to the aggregate amount of TIF Shortfall Letters of Credit in the event, and to the extent that, Tax Increment Funds generated by the TIF District are insufficient to pay debt service on TIF Bonds issued to (y) finance the construction of the Regional Detention Basin and (z) finance the acquisition of the City Park and Reserve Property.

(b) **Developer TIF Shortfall Letter of Credit.** Hornet Developer will furnish to the City a TIF Shortfall Letter of Credit (the “**Developer Shortfall Letter of Credit**”) issued by a bank reasonably acceptable to the City. The TIF Shortfall Letter of Credit will initially be in the amount of \$248,333 and will be reduced by 25% for each \$1,000,000 of assessed valuation created in the District above the Base Year valuation, as reflect on the records of the Sedgwick County Appraiser. The Hornet Developer will renew the TIF Shortfall Letter of Credit until the required amount is reduced to \$0 pursuant to the terms of this **Section 6.04**.

Section 6.05. Regional Detention Basin Benefit District Petition. The Hornet Developer acknowledges and agrees that a petition has been submitted requesting the creation of a benefit district upon certain property, including the Trails End Residential Property, pursuant to the Benefit District Act which imposes special assessments upon the Trails End Residential Property and which will be dedicated to financing the costs of the Regional Detention Basin. If requested by the City, Hornet Developer agrees to execute any additional petition or other documents related to the creation of the benefit district or imposition of special assessments. However, the City will not proceed with benefit district assessments or financing for the Regional Detention Basin unless (a) the District fails to generate sufficient Tax Increment to satisfy the (i) debt service requirements related to TIF Bonds issued to finance the costs of the Regional Detention Basin plus (ii) debt service related to TIF Bonds issued to finance the costs of the City Park and Reserve Property; and (b) the amount of the deficiency is greater than the amount the City is able to draw from the TIF Shortfall Letters of Credit.

Section 6.06. Tax Valuation Contest Restrictions. The Hornet Developer shall not contest or protest the amount of the ad valorem taxes or the tax valuation regarding the Developer Project so long as the TIF Bonds remain outstanding, unless the assessed valuation for a parcel of property as shown on the tax statement for the applicable year exceeds the assessed valuation of that parcel as shown on the tax statement for the first year after the completion of improvements constructed on that parcel (the “**Initial 5089066**

Valuation"). If Hornet Developer, assignee, or purchaser have the right to contest or protest the ad valorem taxes for any calendar year pursuant to the foregoing, such contest or protest shall not in any event reduce the ad valorem taxes for the applicable parcel below the taxes that would be calculated on the Initial Valuation.

ARTICLE VII

INDEMNITY; BONDING; INSURANCE

Section 7.01. Indemnification of City.

(a) Hornet Developer agrees to indemnify and hold the City and the City Indemnified Parties harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and reasonable attorneys' fees, resulting from, arising out of, or in any way connected with:

(i) the Hornet Developer's actions and undertaking in implementation of the Developer Project or this Agreement;

(ii) the negligence or willful misconduct of Hornet Developer, their employees, agents or independent contractors and consultants engaged or employed by the Hornet Developer in connection with the management, design, development, redevelopment and construction of the Developer Project; and

(iii) any delay or expense resulting from any litigation filed against the Hornet Developer by any member or shareholder of the Hornet Developer, any joint venture partner, lender, architect, contractor, consultant or other vendor.

It is understood that the duty of the Hornet Developer to indemnify or hold harmless includes the duty to defend. This indemnification and hold harmless clause shall apply whether or not insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

This **Section 7.01** will not apply to willful misconduct or gross negligence of the City or its officers, agents, or employees. This **Section 7.01** includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (i) the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"; 42 U.S.C. Section 9601, *et seq.*), (ii) the Resource Conservation and Recovery Act ("RCRA"; 42 U.S.C. Section 6901 *et seq.*) and (iii) Article 34, Chapter 65, K.S.A. and all amendments thereto, at any place where Hornet Developer owns or has control of real property pursuant to any of Hornet Developer's activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify the City and the City Indemnified Parties from liability.

(b) In the event any Action is begun or made as a result of which the Hornet Developer or City may become obligated to one or more of the City Indemnified Parties hereunder, any one of the City Indemnified Parties will give prompt notice to the Hornet Developer of the occurrence of such event.

(c) The rights to indemnification set forth in this Agreement will survive the expiration or earlier termination of this Agreement.

Section 7.02. Performance Bonds. All contracts for the Developer Project in excess of \$500,000 shall include provisions requiring the contractor to obtain and provide performance and labor and material payment bonds (with sureties authorized to do business in Kansas and approved by the City) in the full amount of such contracts. The performance and payment bonds must be furnished to the City before any construction is commenced and name the City as co-obligee or dual obligee with the General Contractor.

Section 7.03. Insurance.

(a) Hornet Developer will carry, or cause the General Contractor to carry, the following insurance coverage insuring Hornet Developer, General Contractor, and City as specified below through final completion (as defined in the construction contracts):

(i) Special or builder's "all risk" insurance (including theft and vandalism), in an amount reasonably acceptable to the Hornet Developer, insuring Hornet Developer's interests in each respective phase of the Developer Project and any and all furniture, equipment, supplies and other property owned, leased, held or possessed by Hornet Developer for the Developer Project (insurance shall also insure against loss from collapse of any part of the building or other structural failure during construction);

(ii) Comprehensive general liability insurance insuring Hornet Developer and City against all liability for injury to or death of a person or persons and for damage to property in any way occasioned by or arising out of the activities of Hornet Developer, City, and their respective agents, contractors, or employees, in connection with the design and construction of the Developer Project, in the amount of not less than \$500,000 or in such other amounts as may be reasonably acceptable to Hornet Developer and the City, provided, however, such policies will not name the City, or insure the City, for an amount of coverage in excess of the City's maximum liability pursuant to the Kansas Tort Claims Act and amendments (and any similar law limiting the liability of the City);

(iii) Workers' compensation insurance;

(iv) Automobile insurance (if applicable) with per occurrence limits of not less than \$500,000, or comparable Hired and Non-owned coverage included in General Liability; and

(v) All other insurance required by law.

(b) The following general requirements apply to all insurance coverage carried by Hornet Developer and General Contractor pursuant to **Section 7.03(a)**:

(i) To the extent available, each policy will contain a clause whereby the insurer waives all rights of subrogation against General Contractor, Hornet Developer, and City, as the case may be;

(ii) Subject to the limitations on builder's risk coverage in **Section 7.03(a)(i)** and on general liability insurance in **Section 7.03(a)(ii)**, the City will be named as its interests appear in all policies obtained by Hornet Developer and General Contractor;

- (iii) Such policies will be with reputable insurance companies reasonably acceptable to Hornet Developer, City, and General Contractor and licensed to do business in Kansas;
- (iv) Hornet Developer will provide the City Representative with policies or certificates of insurance evidencing such coverage prior to the start of construction;
- (v) Within thirty (30) days prior to expiration of coverage, or as soon as practicable, renewal policies or certificates of insurance evidencing renewal and payment of premium will be provided by Hornet Developer to the City Representative; and
- (vi) The policies must be non-cancelable unless the carrier provides to the City Representative thirty (30) days' prior written notice of cancellation.

ARTICLE VIII

DEFAULTS AND REMEDIES

Section 8.01. Defaults – General. Subject to the extensions of time set forth in **Section 8.07** below, failure or delay by any Party to perform any material term or provision of this Agreement, after receiving written notice thereof and failing to cure, as set forth in **Section 8.02** below, constitutes an “Event of Default” under this Agreement. The Claimant will give written notice of default to the defaulting Party, specifying the nature of the default.

Section 8.02. Default Proceedings. The Claimant will not institute proceedings against a defaulting Party, nor be entitled to damages if the defaulting Party within fifteen (15) days from receipt of the written notice of default set forth in **Section 8.01**, commences with due diligence to cure, correct or remedy such failure or delay and completes such cure, correction or remedy within thirty (30) days from the date of receipt of such notice; or if such cure, correction or remedy by its nature cannot be effected within such thirty (30) day period, such cure, correction or remedy is diligently and continuously prosecuted until completion thereof.

Section 8.03. Remedies on Default.

(a) Whenever any Event of Default by the City under **Section 5.01** occurs and is continuing, the only remedy that may be sought from the City is strictly limited to specific performance of the City’s obligations set forth under the defaulted section, or if applicable, the remedies set forth in the ancillary documents referenced by the defaulted section.

(b) Whenever any Event of Default by the City not subject to **Section 8.03(a)** occurs and is continuing, the only remedy that may be sought from the City is strictly limited to use, as applicable, of available Tax Increment Funds to pay debt service on the TIF Bonds (i.e., the City can have no liability under this Agreement that in any way extends to its general or tax funds, or any other source of funds apart from the Tax Increment Funds derived from the Developer Project), except that, in case of any diversion by the City of Tax Increment Funds in breach of this Agreement, the City will be obligated to restore such diverted revenues, dollar for dollar, from any lawfully available source of appropriations.

(c) Whenever any Event of Default by the Hornet Developer occurs and is continuing, subject to applicable cure periods, the City may (1) pursue any remedy at law and in equity, except as provided below, including specific performance of the Agreement and/or (2) terminate the TIF

District and/or (3) terminate this Agreement.

(d) Notwithstanding any other provision of this Agreement to the contrary, in no event will the Hornet Developer or the City ever be liable for any punitive, special, incidental, or consequential damages in connection with this Agreement, or otherwise. For the purposes of this **Section 8.03(d)**, consequential damages include, but are not limited to, lost profits, lost tax revenue, or other similar losses which are not direct out-of-pocket costs incurred by any non-defaulting Party.

(e) If a Party has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Party seeking to enforce the right or remedy, then and in every case the Parties will, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the Parties will continue as though no such proceeding had been instituted.

Section 8.04. Legal Actions.

(a) ***Institution of Legal Actions.*** Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Sedgwick County, Kansas or, if federal jurisdiction exists, in the Federal District Court in the District of Kansas.

(b) ***Applicable Law.*** The laws of the State of Kansas govern the interpretation and enforcement of this Agreement.

(c) ***Acceptance of Service of Process.***

(i) In the event that any legal action is commenced by the Hornet Developer against the City, service of process on the City will be made by personal service upon the City Clerk or in such other manner as may be provided by law.

(ii) In the event that any legal action is commenced by the City against the Hornet Developer, service of process on the Hornet Developer will be made by personal service upon an officer or agent of the Hornet Developer and will be valid whether made within or without the State or in such other manner as may be provided by law. In the event the Hornet Developer no longer has an officer or registered agent to serve, the Secretary of State is hereby irrevocably appointed to accept service for the Hornet Developer.

Section 8.05. Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by a Party of one or more of such rights or remedies will not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

Section 8.06. Inaction Not a Waiver of Default. Any failures or delays by a Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such Party of its right to institute and maintain any action or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. No waiver made by a Party will apply to obligations beyond those expressly waived.

Section 8.07. Enforced Delay; Extension of Times of Performance.

(a) In addition to specific provisions of this Agreement, performance by a Party

hereunder will not be deemed to be in default, and all performance and other dates specified in this Agreement will be extended, where the Party seeking the extension has acted diligently and delays or defaults are due to default of the other Party or Excusable Delays.

(b) Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City and the Hornet Developer.

ARTICLE IX GENERAL

PROVISIONS

Section 9.01. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the (a) mutual consent of the Parties, and by the execution of said amendment by the Parties or their successors in interest; and (b) consent of IHD Developer, which consent shall not be unreasonably withheld, conditioned or delayed. Each amendment must be approved by resolution adopted by the Governing Body. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, the Parties will take such reasonable measures including, but not limited to, reasonable amendment of this Agreement to cure such invalidity where the invalidity contradicts the clear intent of the Parties in entering into this Agreement.

Section 9.02. Assignment. The Hornet Developer may at any time, with prior written notice to the City but without the need for approval from the City to make a collateral assignment of its rights under this Agreement to a single financial institution as security for a financing of the Developer Project; provided, however, the parties acknowledge and agree that the single financial institution may participate one or more loans made to Hornet Developer. The Hornet Developer will be permitted to sell residential lots or completed homes within the Developer Project to owner-occupant purchasers in the normal course of business at any time. Nothing herein will be construed to delegate rights or responsibilities of the City under this Agreement, including without limitation the determination of eligible project costs for reimbursement.

Section 9.03. Right to Inspect. The Hornet Developer agrees that the City, with reasonable advance notice and during normal business hours, will have the right and authority to review, inspect, audit, and copy, from time to time, all of the Hornet Developer's books and records as pertinent to the purposes of this Agreement.

Section 9.04. Right of Access. For the purposes of assuring compliance with this Agreement, the City Representative will have the right of access to the Developer Project, without charges or fees, during normal business hours for purposes related to this Agreement, including, but not limited to, the inspection of the work being performed in constructing or reconstructing of the Developer Project.

Section 9.05. No Other Agreement. The Parties agree that the Developer Project will be implemented as agreed in this Agreement. This Agreement specifies the rights, duties and obligations of the City and Hornet Developer with respect to constructing or reconstructing the Developer Project and the payment of the Developer Project costs. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

Section 9.06. Notice. All notices and requests required or desired to be given pursuant to this Agreement will be in writing and will be sent as follows:

To the Hornet Developer:

Hornet Capital LLC

Attn: Matthew Anderson
P.O . Box 218
Valley Center, Kansas 67147
Email: spikeanderson20@gmail.com

To the City:
City of Valley Center
Attn: City Administrator City Hall
121 S. Meridian
Valley Center, Kansas 67147
Email: bclark@valleycenterks.org

To IHD Developer, as a third
party beneficiary:
IHD Prairie Lakes, LLC
Attn: Tim Austin
156 N. Emporia
Wichita, Kansas 67202
Email: taustin@ihdevelopment.net

or at such other addresses as the Parties may indicate in writing to the other either by email, personal delivery, national overnight courier service, or by certified or registered mail, postage prepaid, return receipt requested, with proof of delivery thereof. Emailed notices will be deemed effective: (a) when sent, if followed by transmittal by national overnight courier or hand delivery on the next business day; or (b) upon recipient's acknowledgment of receipt. Mailed notices sent via certified or registered mail, postage prepaid, return receipt requested, with proof of delivery thereof, will be deemed effective on the third day after mailing; mailed notices sent via national overnight courier service will be deemed effective on the next business day after they are sent; all other notices will be effective when delivered.

Section 9.07. Counterparts. This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same agreement. Hand signatures transmitted via portable document format (PDF) or similar format are also permitted as binding signatures to this Agreement.

Section 9.08. Consent or Approval. Except as otherwise provided in this Agreement, whenever consent or approval of either Party is required, such consent or approval will not be unreasonably withheld.

Section 9.09. Survival. Notwithstanding the termination of this Agreement, the Hornet Developer's obligations set out in **Article VII** will survive the expiration or earlier termination of this Agreement to the extent that any incident giving rise to a claim, suit, judgment or demand occurred during the Term hereof.

Section 9.10. Incorporation of Exhibits. The exhibits attached hereto and incorporated herein by reference are a part of this Agreement to the same extent as if fully set forth herein.

Section 9.11. Mutual Assistance. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be reasonably necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to reasonably aid and assist each other in carrying out said terms, provisions and intent.

Section 9.12. No Partnership. Nothing contained herein will be construed as creating a partnership between the Parties.

Section 9.13. Time of Essence. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 9.14. Conflicts of Interest.

(a) No member of the Governing Body or of any branch of the City's government that has any power of review or approval of any of the Hornet Developer's undertakings will participate in any decisions relating thereto which affect such person's personal interest or the interests of any corporation or partnership in which such person is directly or indirectly interested. Any person having such interest will immediately, upon knowledge of such possible conflict, disclose, in writing, to the City the nature of such interest and seek a determination with respect to such interest by the City and, in the meantime, will not participate in any actions or discussions relating to the activities herein proscribed.

(b) The Hornet Developer warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City any money or other consideration for obtaining this Agreement. The Hornet Developer further represents that, to its best knowledge and belief, no officer, employee or agent of the City who exercises or has exercised any functions or responsibilities with respect to the Developer Project during his or her tenure, or who is in a position to participate in a decision making process or gain insider information with regard to the Developer Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Developer Project, or in any activity, or benefit therefrom, which is part of the Developer Project at any time during or after such person's tenure.

Section 9.15. Required Disclosures. The Hornet Developer will immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the City by the Hornet Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

Section 9.16. Tax Implications. The Hornet Developer acknowledges and represents that (i) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Hornet Developer any advice regarding the federal or State income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (ii) the Hornet Developer is relying solely upon its own tax advisors in this regard.

Section 9.17. Authorized Parties. Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the Parties are required, or the Parties are required to agree or to take some action at the request of the other Party, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the City Representative and for the Hornet Developer by its Manager; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party shall have any complaint against the other as a result of any such action taken. The City Representative may seek the advice, consent or approval of the Governing Body before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this **Section 9.17.**

Section 9.18. Electronic Transactions. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts

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of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 9.19. Cash Basis and Budget Laws. The Parties acknowledge and agree that the ability of the City to enter into and perform certain financial obligations pursuant to this Agreement are subject to the K.S.A. 10-1101 *et seq.* and K.S.A. 79-2935 *et seq.*

Section 9.20. Effective Date. This Agreement is effective upon the Effective Date.

Section 9.21. Third Party Beneficiary. IHD Developer shall be entitled to rely upon, shall be an express third party beneficiary of, and shall be entitled to enforce, the provisions of this Agreement, including, without limitation, Section 6.04 (TIF Shortfall Letters of Credit) and this Section 9.21 (Third Party Beneficiary) as if it were an original party hereto. For the avoidance of doubt, the Agreement shall not be terminated, cancelled, amended, modified, supplemented or changed, or any provision, default, breach or performance waived, or any assignment or novation made in a manner without written consent of IHD Developer, not to be unreasonably withheld conditioned, or delayed. The Parties hereto agree that IHD Developer shall be an express third party beneficiary of this Agreement as provided herein.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the City and the Hornet Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF VALLEY CENTER, KANSAS

By: _____
Mayor

ATTEST:

City Clerk

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

On this ____ day of _____, 2025, before me personally appeared _____, personally known, who being by me duly sworn did say that he is the Mayor of the City of Valley Center, Kansas, and that said instrument was signed and delivered on behalf of said municipal corporation and acknowledged to me that he executed the same as the free act and deed of said municipal corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

[SEAL]

HORNET CAPITAL LLC

By: _____
Matthew Anderson, Member

By: Kristin Anderson, Member

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

On this ____ day of _____, 2025, before me personally appeared Kristin Anderson and Matthew Anderson, to me personally known, who being by me duly sworn did say that each is a Member of Hornet Capital LLC, and that said instrument was signed and delivered on behalf of said limited liability company and acknowledged to me that he executed the same as the free act and deed of said limited liability company.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

[SEAL]

EXHIBIT A**LEGAL DESCRIPTION OF PROPERTY**

Real property within the City of Valley Center, Sedgwick County, Kansas, described as follows: Beginning at the intersection of the south right-of-way line of 85th Street north and the east right-of-way line of Seneca Street;

Thence south along the east right-of-way line of Seneca Street to a point of intersection with the south line extended of a tract of land described as the south 330 feet of the east 660 feet of the north $\frac{1}{2}$ of the east $\frac{1}{2}$ of the southeast $\frac{1}{4}$ of Section 31, Township 25 South, Range 1 East of the 6th P.M.;

Thence west along said south line extended to a point of intersection with the west right-of-way line of Seneca Street;

The continuing west along said south line of the south 330 feet of the east 660 feet of the north $\frac{1}{2}$ of the east $\frac{1}{2}$ of the southeast $\frac{1}{4}$ of Section 31, Township 25 South, Range 1 East of the 6th P.M. to a point of intersection with a southeast corner of Prairie Lakes, an Addition to Valley Center, Sedgwick County, Kansas, said southeast corner also being the southeast corner of Lot 40, Block B in said Prairie Lakes;

Thence west along the south line of said Prairie Lakes to a corner of said Prairie Lakes, said corner also being the southerly most southwest corner of Lot 34, Block B in said Prairie Lakes;

Thence northwesterly to the westerly most corner of Lot 31, Block B in said Prairie Lakes, said corner also being the northerly most corner of Lot 30, Block B and on the south right-of-way line Appleton Street as platted in said Prairie Lakes;

Thence west along a curve to the right along the south right-of-way of said Appleton Street to a point of intersection with the east right-of-way line of Eastridge Street as platted in said Prairie Lakes;

Thence northerly on a radial line to the curve of Appleton Street as platted in said Prairie Lakes to a point of intersection with the north right-of-way line of said Appleton Street;

Thence west along the north right-of-way line of said Appleton Street to a point of intersection with the west right-of-way of Gatewood Street as platted in said Prairie Lakes;

Thence north along the west right-of-way line of said Gatewood Street to a point of intersection with the southeast corner of Lot 17, Block D in said Prairie Lakes;

Thence west along the south line of said Lot 17, Block D to the southwest corner of said Lot 17;

Thence north to the westerly most northwest corner of Lot 22, Block D in said Prairie Lakes;

Thence northeasterly to the northerly most northwest corner of Lot 25, Block D;

Thence east along the north line of said Lot 25, Block D to a point of intersection with the west right-of-way line of aforesaid Gatewood Street;

Thence north along said west right-of-way line of said Gatewood Street to a point of intersection with the south right-of-way line of said Northridge Street as platted in said Prairie Lakes;

Thence west along the south line of said Northridge Street to a point of intersection with the west line of Lot 43, Block A in said Prairie Lakes, extended;

Thence north along the extended west line of said Lot 43, Block A to the southwest corner of said Lot 43, Block A;

Thence north along the west line of said Lot 43, Block A to the northwest corner of said Lot 43, Block A, said northwest corner also lying on the north line of said Prairie Lakes;

Thence west along the north line of said Prairie Lakes to a corner and a point of deflection, said corner and point of deflection being on the east right-of-way line the Sedgwick County Flood Control as recorded at Deed Book 1280, Page 329 with the Sedgwick County Register of Deeds;

Thence south along the west line of said Prairie Lakes to a point of intersection with the north right-of-way line of 77th Street North;

Thence west along the north right-of-way line to a point of intersection with the east line of the southwest $\frac{1}{4}$ of Section 31, Township 25 South, Range 1 East of the 6th P.M.;

Thence north along said east line of the southwest $\frac{1}{4}$ of said Section 31 to the northeast corner of said southwest $\frac{1}{4}$ of said Section 31, said northeast corner also being the southwest corner of the northeast $\frac{1}{4}$ of said Section 31;

Thence north along said east line of the northwest $\frac{1}{4}$ of said Section 31 to the northeast corner of said Section 31, said northeast corner also being the southeast corner of the southwest $\frac{1}{4}$ of Section 30, Township 25 South, Range 1 East of the 6th P.M.;

Thence north along the east line of said southwest $\frac{1}{4}$ of said Section 30 to a point of intersection with the north right-of-way line of 85th Street North;

Thence east along the north right-of-way line of said 85th Street North to a point of intersection with the west right-of-way line of Seneca Street;

Thence continuing easterly along said north right-of-way line of said 85th Street to the intersection with the east right-of-way line of Seneca Street;

Thence south along the east right-of-way line of Seneca Street to the point of beginning.

EXHIBIT A (CONTINUED)

MAP OF PROPERTY



EXHIBIT B

LEGAL DESCRIPTION OF PRAIRIE LAKES PROPERTY

Real property within the City of Valley Center, Sedgwick County, Kansas, described as follows:

Lots 43 through 102, inclusive, in Block A; Lots 31 through 64, inclusive, in Block B; Lots 17 through 25, inclusive, in Block D; and Lots 1 through 39, inclusive, in Block E, all within Prairie Lakes an Addition to Valley Center, Sedgwick County, Kansas.

EXHIBIT C

LEGAL DESCRIPTION OF TRAILS END RESIDENTIAL PROPERTY

Real property within the City of Valley Center, Sedgwick County, Kansas, described as follows:

Lots 1 through 46, inclusive, in Block A; Lots 1 through 26, inclusive, in Block B; Lots 1 through 33, inclusive, in Block C; Lots 1 through 41, inclusive, in Block D; and Reserves C through I, inclusive, and Reserves K through P, inclusive, all within Trails End an Addition to Valley Center, Sedgwick County, Kansas.

EXHIBIT D

SITE PLAN



EXHIBIT E

PROJECT MILESTONES

Date	Obligation
17 years after Effective Date	Substantial Completion of Developer Project.

EXHIBIT F

CERTIFICATE OF SUBSTANTIAL COMPLETION

The undersigned, Hornet Capital LLC (the “**Hornet Developer**”), pursuant to that certain Development Agreement dated as of _____, 2025, between the City of Valley Center, Kansas (the “**City**”) and the Hornet Developer (the “**Agreement**”), hereby certifies to the City as follows:

1. That as of _____, 20____, the construction, renovation, repairing, and equipping of the Developer Project (as defined in the Agreement) has been substantially completed in accordance with the Agreement, including but not limited to completion of 146 single family homes and related improvements, and all Project Milestones and deadlines contained in the Agreement have been met.

2. The Developer Project has been completed in a good and workmanlike manner and in accordance with the Construction Plans (as those terms are defined in the Agreement) and contains all components of the Developer Project required by or described in the Agreement. A Temporary Certificate of Occupancy has been obtained for all structures constructed as part of the Developer Project.

3. This Certificate of Substantial Completion is accompanied by the project architect’s certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein, certifying that the Developer Project has been substantially completed in accordance with the Agreement.

4. This Certificate of Substantial Completion is being issued by the Hornet Developer to the City in accordance with the Agreement to evidence the Hornet Developer’s satisfaction of all obligations and covenants with respect to the Developer Project.

5. The City’s acceptance (below) or the City’s failure to object in writing to this Certificate within thirty (30) days of the date of delivery of this Certificate to the City (which written objection, if any, must be delivered to the Hornet Developer prior to the end of such 30-day period) shall evidence the satisfaction of the Hornet Developer’s agreements and covenants to construct the Developer Project.

This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ____ day of _____, 20 ____.

HORNET CAPITAL LLC

By: _

Name: _____

Title:

ACCEPTED:

CITY OF VALLEY CENTER, KANSAS

By: _____

Name: _____

Title:

DEVELOPMENT AGREEMENT AMENDMENT NO. 2

THIS DEVELOPMENT AGREEMENT AMENDMENT NO. 2 (this “**Amendment**”) is made and entered into as of _____, 2025 (the “**Dated Date**”), by and between the **CITY OF VALLEY CENTER, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “**City**”), and **IHD PRAIRIE LAKES, LLC**, a Kansas limited liability company (the “**IHD**”) (IHD and the City are collectively referred to as the “**Parties**” and each a “**Party**”).

RECITALS

A. The City and IHD have entered into that certain Development Agreement, dated as of January 27, 2022, as amended pursuant to that certain Development Agreement Amendment No. 1, dated June 20, 2023 (the “**IHD Development Agreement**”), relating to construction and financing of a residential and commercial development located southwest of the intersection of 5th Street and Seneca Street within the City.

B. IHD desires to transfer a portion of the obligations and benefits set forth in the IHD Development Agreement to Hornet Capital LLC, a Kansas limited liability company (“**Hornet**”).

C. The City has approved a Development Agreement between the City and Hornet (the “**Hornet Development Agreement**”) which grants rights and imposes obligations upon Hornet that were previously included within the IHD Development Agreement.

D. Upon the effectiveness of the Hornet Development Agreement and compliance with its terms by Hornet, the City is willing to release IHD from certain obligations contained within the IHD Development Agreement.

E. Capitalized terms used but not defined in this Amendment will have the meaning set forth in the IHD Development Agreement.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained and in the IHD Development Agreement, the Parties agree as follows:

1. **Amendment to Recital A.** *Recital A* of the IHD Development Agreement is hereby replaced in its entirety to read as follows:

“A. The Developer intends to acquire and develop a certain tract of land located southwest of the intersection of 5th Street and Seneca Street within the City and more particularly described in **Exhibit A** attached hereto (the “**Property**”) into a commercial development as more particularly set forth in this Agreement, including:

- Commercial development of approximately 15.5 acres of the Property;
- Construction of all infrastructure necessary to support the development;
- Compliance with the Project Milestones, including the following:
 - Close on the purchase of the Property no later than 90 days after the Effective Date;
 - Substantial project completion within 20 years after commencement of construction.”

2. **Amendment to Section 1.01 (Developer Project).** The definition of **Developer Project** within **Section 1.01** of the IHD Development Agreement is hereby replaced in its entirety to read as follows:

“**Developer Project**” means the design, engineering, constructing, reconstructing, furnishing, and equipping of (i) approximately 15.5 acres of commercial development, and (ii) related sanitary sewer, stormwater, and water infrastructure and related improvements to the Property.”

3. **Amendment to Section 5.02 (Benefit Districts and Benefit District Letters of Credit).** **Section 5.02** of the IHD Development Agreement is hereby replaced in its entirety to read as follows:

“**Section 5.02. Benefit Districts and Benefit District Letters of Credit.** The Developer may submit one or more petitions requesting the creation of improvement districts upon the Property pursuant to the Benefit District Act to impose special assessments upon the Property which will be dedicated to finance the costs of certain public infrastructure improvements pursuant to the City’s Benefit District Act policy and program. The letters of credit required to be furnished to the City from the Developer pursuant to the City’s Benefit District Act policy and program (the “**Benefit District Letters of Credit**”) will be in addition to the TIF Shortfall Letter of Credit; however, the Benefit District Letters of Credit will be released in accordance with City’s policies and procedures applicable to development projects similar to the Developer Project.”

4. **Amendment to Section 5.03 (New Homeowner Program).** **Section 5.03** of the IHD Development Agreement is hereby replaced in its entirety to read as follows:

“**Section 5.03. Reserved.** RESERVED.”

5. **Amendment to Exhibit A.** *Exhibit A* to the IHD Development Agreement is hereby deleted and replaced in its entirety with the *Exhibit A* attached to this Amendment and incorporated herein by reference.

6. **Amendment to Exhibit D.** *Exhibit D* to the IHD Development Agreement is hereby amended to note that the totals contained within the Estimated Total Project Costs column of the Developer Project Category are inclusive of the costs of the project to be performed pursuant to the Hornet Development Agreement.

7. **Amendment to Exhibit E.** *Exhibit E* to the IHD Development Agreement is hereby deleted and replaced in its entirety with the *Exhibit E* attached to this Amendment and incorporated herein by reference.

8. **Incorporation by Reference.** The terms and provisions of the IHD Development Agreement not otherwise amended herein are incorporated herein by reference and are hereby ratified and confirmed.

9. **Conditions to Amendment Effectiveness.** This Amendment will not become effective until the City has received:

(a) A fully executed and effective copy of the Hornet Development Agreement; and

(b) The Developer TIF Shortfall Letter of Credit required to be provided by Hornet pursuant to the terms of the Hornet Development Agreement in the amount of \$248,333.

10. **Term.** The term of this Amendment shall be conterminous with the term of the IHD Development Agreement.

11. **Applicable Law.** This Amendment is governed by the laws of the State of Kansas.

12. **Counterparts.** This Amendment may be executed in counterparts. Hand signatures transmitted in PDF or similar format are also permitted as binding signatures to this Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement Amendment No. 2 as of the day and year first above written.

IHD PRAIRIE LAKES, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on _____, 2025,
by _____, as _____ of IHD Prairie Lakes,
LLC, a Kansas limited liability company, on behalf of said limited liability company.

(SEAL)

Notary Public

My Appointment Expires: Typed or Printed Name of Notary Public

CITY OF VALLEY CENTER, KANSAS

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on _____, 2025, by Jet Truman, Mayor,
and Kristi Carrithers, Clerk, of the City of Valley Center, Kansas, a Kansas municipal corporation.

Notary Public

(SEAL)

Typed or Printed Name of Notary Public

My Appointment Expires:

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Real property within the City of Valley Center, Sedgwick County, Kansas, described as follows:

Lots 1 through 7 inclusive, Block E and Reserve J, all in Trails End, an Addition to Valley Center, Sedgwick County, Kansas.

MAP OF PROPERTY



EXHIBIT E**CERTIFICATE OF SUBSTANTIAL COMPLETION**

The undersigned, IHD Prairie Lakes, LLC (the “**Developer**”), pursuant to that certain Development Agreement dated as of January 27, 2022, between the City of Valley Center, Kansas (the “**City**”) and the Developer (the “**Agreement**”), hereby certifies to the City as follows:

1. That as of, the construction, renovation, repairing, and equipping of the Developer Project (as such term is defined in the Agreement) has been substantially completed in accordance with the Agreement, including but not limited to the completion of the Regional Detention Basin, approximately 15.5 acres of commercial development, and related improvements, and all Project Milestones and deadlines contained in the Agreement have been met.

2. The Developer Project has been completed in a good and workmanlike manner and in accordance with the Construction Plans (as those terms are defined in the Agreement) and contains all components of the Developer Project required by or described in the Agreement. A Temporary Certificate of Occupancy has been obtained for all structures constructed as part of the Developer Project.

3. This Certificate of Substantial Completion is accompanied by the project architect’s certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein, certifying that the Developer Project has been substantially completed in accordance with the Agreement.

4. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer’s satisfaction of all obligations and covenants with respect to the Developer Project.

5. The City’s acceptance (below) or the City’s failure to object in writing to this Certificate within thirty (30) days of the date of delivery of this Certificate to the City (which written objection, if any, must be delivered to the Developer prior to the end of such 30-day period) shall evidence the satisfaction of the Developer’s agreements and covenants to construct the Developer Project.

This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of

IHD PRAIRIE LAKES, LLC

By: _____

Name: _____

Title: _____

ACCEPTED:

CITY OF VALLEY CENTER, KANSAS

By: _____

Name: _____

Title: _____

NEW BUSINESS
RECOMMENDED ACTION

G. RESOLUTION 784-25; UPDATED TIF DEVELOPMENT AGREEMENT:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommend approval of 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.

NEW BUSINESS

H. ORDINANCE 1424-25; RE-ZONE 328 BIRCH:

Community Development Director Fiedler will present this re-zone for 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.

- Applicant Letter
- Staff Review
- Ordinance 1424-25

Rezoning Justification for 328 N Birch, Valley Center, KS 67147

Owner: I2 Investments LLC

Request to Rezone to R-2 (Two-Family Residential)

We respectfully request the rezoning of 328 N Birch in Valley Center, KS to R-2 (Two-Family Residential). The existing home is beyond repair and no longer suitable for use as a single-family residence. Rezoning this property would allow for new, productive development that better serves both the neighborhood and the broader goals of the city.

This request is supported by several key considerations:

- **The existing structure is uninhabitable** and cannot be restored economically. Redevelopment is the only viable option.
- **The surrounding neighborhood already includes a mix of residential uses**, including single-family and multifamily housing, making R-2 zoning compatible with the area.
- **Rezoning will allow for reinvestment** in a currently blighted lot, improving property values and overall neighborhood appeal.
- **The property is already served by public infrastructure**, requiring no major utility or service upgrades.
- **This change aligns with Valley Center's comprehensive plan**, which encourages housing diversity, infill development, and revitalization of underused properties.
- **The lot has remained in poor condition for an extended time**, offering minimal contribution to the community under its current zoning.

Rezoning to R-2 provides a practical and forward-thinking solution that benefits both the immediate area and the city as a whole. It encourages responsible development, revitalizes a deteriorating lot, and supports a growing need for diverse housing options. We believe this request is a logical, community-focused step in the right direction and ask for your support in making this change.

Thank you,

Jordan Noone



Date: April 22nd, 2025

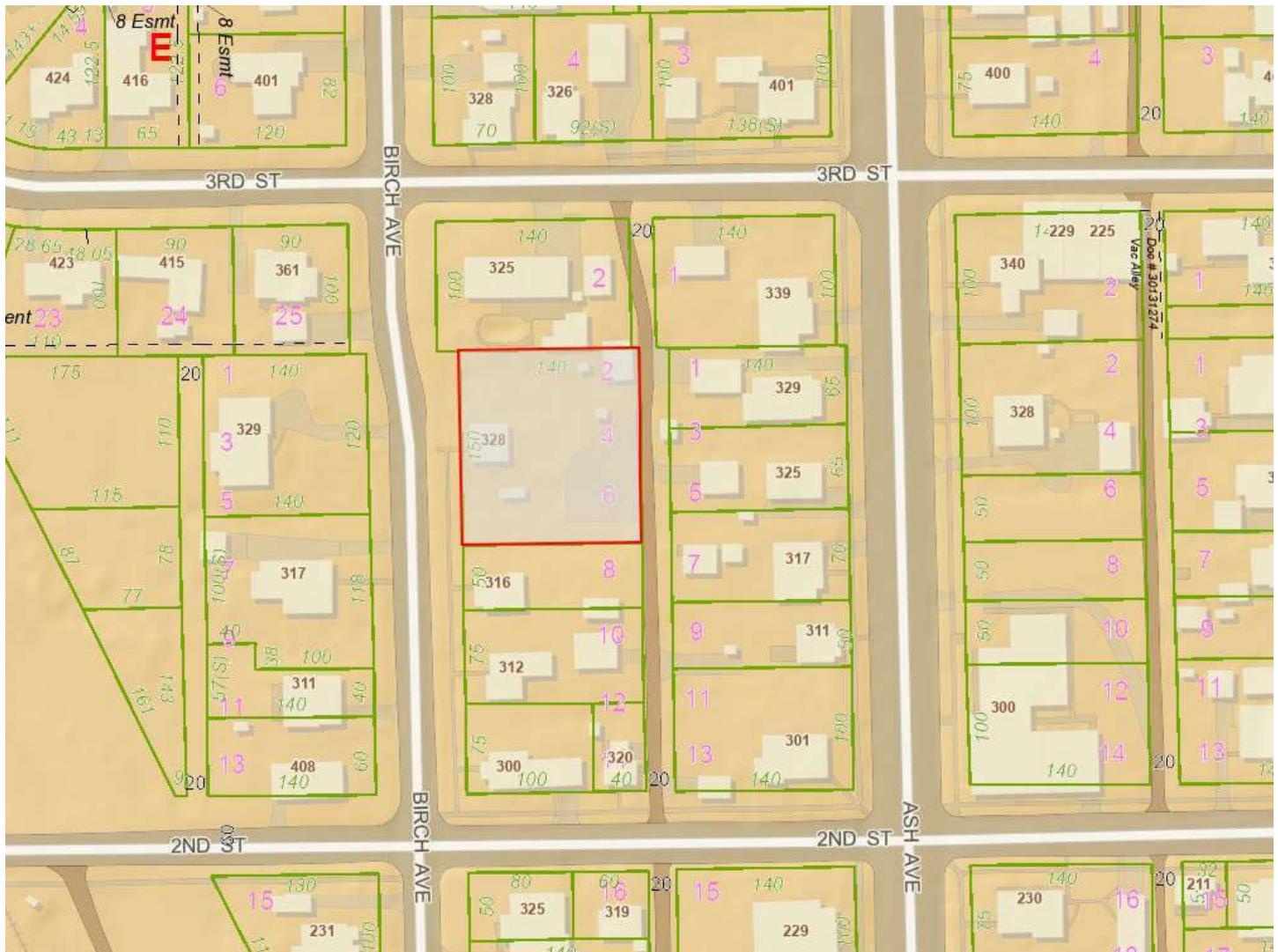
Present Zoning: R-1B (Single-Family Residential District)

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*)

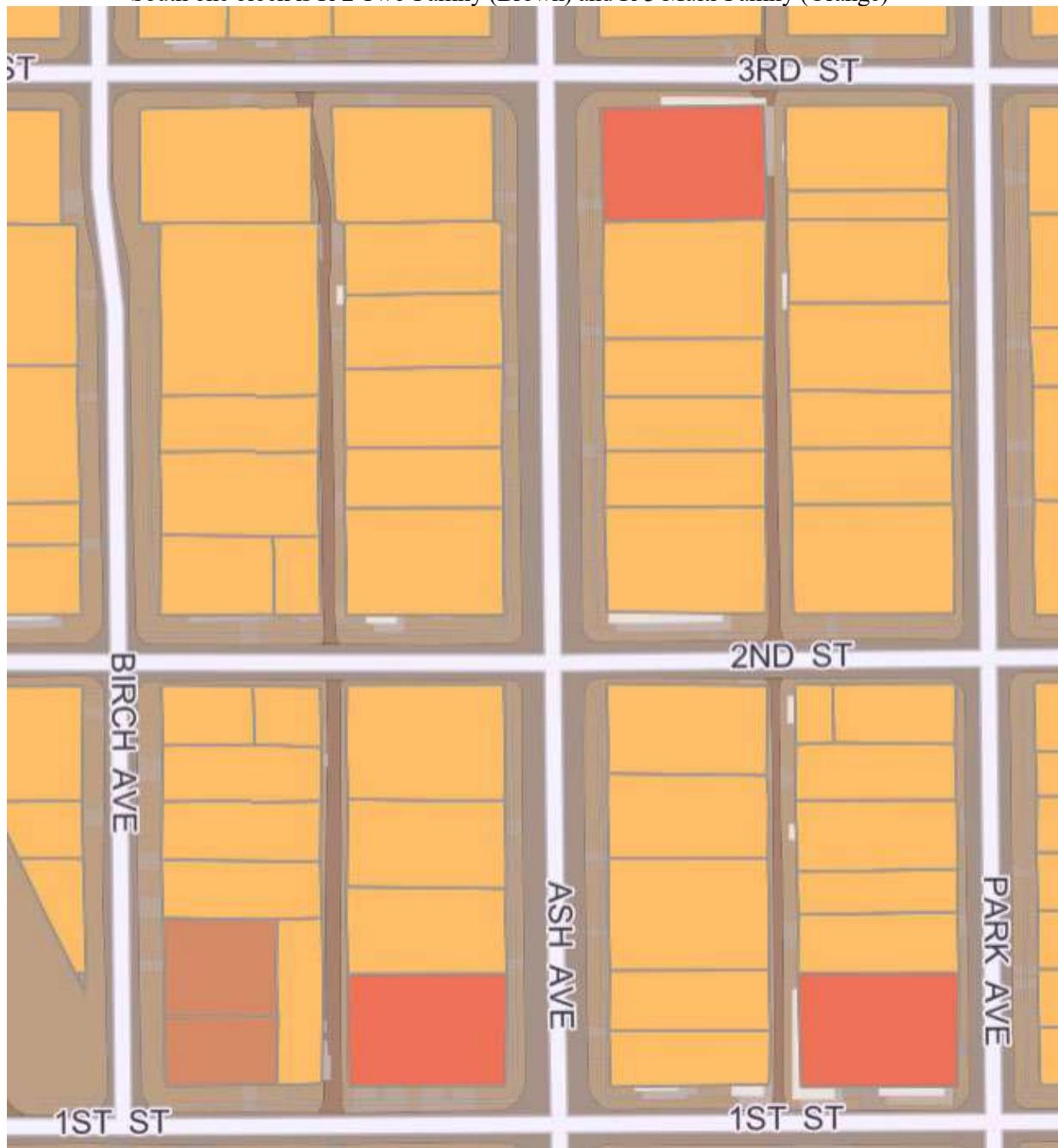
1. *What is the character of the subject property and the surrounding neighborhood in relation to existing uses and their condition?*

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)



No

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

No

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

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

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

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

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

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

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

No

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

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

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

N/A

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

Yes

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

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

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

Yes

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

Yes, the Plan calls for additional housing variety.

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

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

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

No

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

No

City staff recommends approval of this rezoning application.

ORDINANCE NO. 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 20th day of May, 2025.

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

(SEAL)

/s/ _____
James E Truman, Mayor

ATTEST:

/s/ _____
Kristi Carrithers, City Clerk

NEW BUSINESS
RECOMMENDED ACTION

H. ORDINANCE 1424-25; RE-ZONE 328 BIRCH:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommend motion to approve for 1st reading Ordinance 1424-25 to re-zone 328 N. Birch from R-1B to R-2.

NEW BUSINESS

I. ORDINANCE 1425-25; RE-ZONE LOT NE OF REC CENTER:

Community Development Director Fiedler will present this 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.

- Applicant Letter
- Staff Review
- Ordinance 1425-25



The City of Valley Center is requesting the rezoning of property northeast of the new REC Center be rezoned from C-2 (general business district) to R-3 (multi-family residential district) due to the nature of the Harvest development being primarily residential. R-3 would be a better fit for the neighborhood, keeping the land in residential development instead of commercial, and will allow for a broader range of residential development opportunities. The City is wanting to be proactive in requesting this zoning change, as the property is being marketed for development. If the zoning is approved, it can be marketed for those permitted uses.



Date: April 22nd, 2025

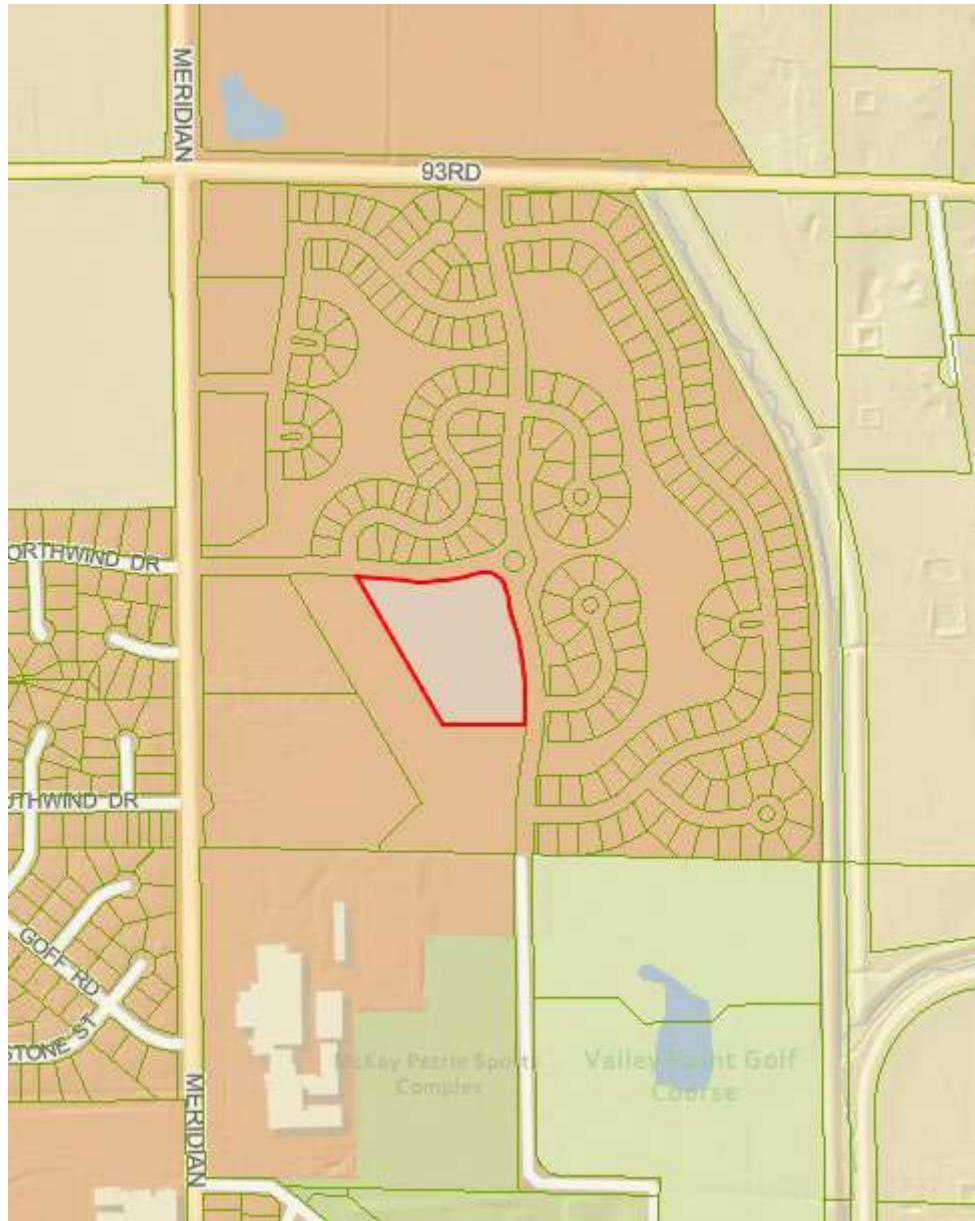
Present Zoning: C-2 (General Business District)

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)



Applicant's Reasons for Rezoning: The applicant is requesting a rezoning from C-2 (general business) to R-3 (multi-family) as this expands the opportunities for residential development, within a development that is primarily residential.

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

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

The subject property is currently vacant property. All adjacent lots are either R-2 (two-family) or C-2 (general business district). This entire area is currently under development with the closest structure being the new Recreation Center.

- 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 C-2 (General Business District). The surrounding zoning and land uses are as follows (see map below):

- North and East properties are R-2.
- West properties are C-2.
- South is R-1B, and houses Valley Center Middle School and the McKay Petrie Sports Complex.

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

No, although this ground has been vacant, it has recently began development and this request would align with what the City is planning.

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

No

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

Yes, when the property was originally platted, it was zoned C-2. The City owns this land and feels that R-3 would be a better fit within the primarily residential neighborhood.

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

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

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

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

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

Yes, because this property would be a multi-family property, it would be required to have a screening plan approved as part of the development.

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

No, the size and location of this property in proximity to the amenities in the City is unique.

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

N/A

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

Yes

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

The rezoning request will not have a negative impact on the surrounding properties, it is assumed that this will complement the neighborhood, with opportunities for collaboration and inter-generational activities.

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

Yes

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

Yes, the Plan calls for additional housing variety.

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

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

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

No

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

No

City staff recommends approval of this rezoning application.

ORDINANCE NO. 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 20th day of May, 2025.

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

(SEAL)

/s/ _____
James E Truman, Mayor

ATTEST:

/s/ _____
Kristi Carrithers, City Clerk

NEW BUSINESS
RECOMMENDED ACTION

I. ORDINANCE 1424-25; RE-ZONE LOT NE OF REC CENTER:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommend motion 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.

NEW BUSINESS

J. APPROVAL OF CONTRACT- ABATEMENT MOWING SERVICES:

Community Development Director will request extension of abatement mowing service contract with Lamont Webb DBA Done Right Lawn Care LLC.

- Staff Memo
- Contract Extension Agreement



May 6th, 2025

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

Subject: 2025 Abatement Mowing

BACKGROUND

In early 2024 the City requested proposals for mowing abatement. After two open periods, the City Council approved entering into an agreement with Done Right Lawn Care, LLC for Abatement Mowing Services in April of 2024. The RFP allowed the City to offer an extension of the contract beyond December 2024.

Done Right Lawn Care LLC performed satisfactory abatement mowing for the City and is not requesting a price increase over what they submitted for 2024.

FINANCIAL CONSIDERATIONS

Abatement mowing is billed to the property owner. If they do not pay, the total is assessed to their property taxes, which the County will collect and remit to the City. The cost to the City is eventually reimbursed.

RECOMMENDATION

Staff recommend extending the agreement with Done Right Lawn Care for 2025.

Sincerely,
Kyle Fiedler
Community Development Director



Contract Extension Agreement

This CONTRACT EXTENSION AGREEMENT ("Extension") is dated as of April 17th, 2025, by and between:

Lamont Webb DBA Done Right Lawn Care LLC

5903 W Millsboro Cir

Park City, KS 67219

AND

City of Valley Center, Kansas

121. S. Meridian

P.O. Box 188

Valley Center, KS 67147

Collectively known as the "Parties".

WHEREAS the Parties entered into a Abatement Mowing Services Contract on April 5th, 2024 (the "Original Contract").

WHEREAS the Parties hereby agree to extend the term of the Original Contract for one year in accordance with the terms of the Original Contract as well as the terms provided herein.

In consideration of the mutual covenants contained herein, each of Done Right Lawn Care LLC and City of Valley Center, KS mutually covenant and agree as follows:

-The Original Contract, which is part of this Extension, did end on December 31st, 2024.



- The parties agree to extend the Original Contract for an additional period, which will begin immediately upon the expiration of the original time period and will end on December 31st, 2025.
- In addition, the following provisions of the Original Contract are amended as described herein:
 - Contractor to provide updated liability insurance to city prior to start of work.
 - This Extension binds and benefits both Parties and any successors or assigns. This document, including the attached Original Bid Tab for 2024 Mowing/ Debris Abatement Services, is the entire agreement between the Parties.
 - Based on satisfactory work, the City may offer an extension of said contract beyond December 31, 2025.

All other terms and conditions of the Original Contract remain unchanged.

Done Right Lawn Care LLC

By: _____ Date: _____

Lamont Webb

Owner

City of Valley Center, KS.

By: _____ Date: _____

Jet Truman

Mayor

NEW BUSINESS
RECOMMENDED ACTION

J. APPROVAL OF CONTRACT- ABATEMENT MOWING SERVICES:

Should Council choose to proceed,

RECOMMENDED ACTION:

**Staff recommend motion to approve contract extension with Done Right
Lawn Care LLC for Abatement mowing services.**

NEW BUSINESS

K. APPROVAL OF PROPOSAL FOR WEBSITE AND MUNICIPAL CODE:

Community Development Director Fiedler will present a recommendation for new hosts for both the City website and the Codification Services.

- Staff Memo
- Revise Website quote
- General Code quote



May 6th, 2025

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

Subject: City Website and Codification

BACKGROUND

In the Fall of 2024, the City was gearing up for a website redesign through our current provider. Our Finance Director Clint Miller recommended looking at alternative website hosts due to the cost of our current provider continuing to increase. As staff began to review our options, we decided to not complete the re-design and provided notice to Civic Plus that we were not planning to renew our contract with them.

Miller and Community Development Director Kyle Fiedler have both reviewed multiple website options as well as codification options, as our Municipal Code is currently through Civic Plus as well. Miller and Fiedler narrowed down the website providers to Munibit and Revise, as they felt they both fit the needs of the City website the best for use and cost.

FINANCIAL CONSIDERATIONS

The City of Valley Center received a renewal bill for Civic Plus totaling nearly \$26,000 for the website and codification.

Based on the quotes received, Munibit would cost \$13,623 over 5 years and Revise would be \$21,300. The largest difference in their expenses comes from the initial design fee with Revise, as they build a custom website, while Munibit uses template designs. Quotes received for hosting our municipal code include; Ranson CityCode at \$7,500 for the first year and \$1,750 annually, General Code at \$2,295 for the first year and \$1,195 annually.

Staff estimate over a five-year period, switching providers would save the City between \$64,000 to \$79,000.

RECOMMENDATION

Staff recommend entering into an agreement with Revise for website hosting and design, as they offer a more customizable website and app at no additional cost. Staff also recommend entering into an agreement with General Code to host our municipal code.

Sincerely, Kyle Fiedler, Community Development Director



The Government Website Experts

WEBSITE PROPOSAL FOR City of Valley Center, Kansas

Revize is a Minority Business Enterprise (MBE)

Prepared by Brian Rohen
brian@revize.com
150 Kirts Blvd. Troy, MI 48084
Ph: 248-928-8072 Fax: 866-346-8880
www.revize.com April 2nd, 2025
Pricing good for 30 Days



Revize Kansas Clients!

- Colwich, KS <https://www.colwichks.org/>
- Augusta, KS <https://www.augustaks.org/>
- Hesston, KS <https://www.hesstonks.org/>
- Lyons, KS <https://www.lyonsks.org/>
- Winfield, KS <https://www.winfieldks.org/>
- Soldier, KS <https://www.soldiertownship.org/>
- Concordia, KS <https://www.concordiaks.org/>
- Altamont, KS <https://www.altamontks.com/>
- Topeka, KS COMING SOON

Colleen Roberts, New Bern, NC – Public Information Officer

“Revize is a beehive of creative thinkers who are interested in putting your organization's communication objectives front and center. They're extremely easy to work with and they're engaged every step of the way. Before, during and after Revize did our site build, they were super responsive any time we had questions or concerns. & they're always open to new ideas too. We couldn't be happier!”



Website Project Experience Examples

City of Winfield, Kansas



<https://www.winfieldks.org/>

Details:

The City of Winfield came to Revize for a website that was completely different. Coming from an internally developed site, they wanted to work with a vendor that could lead them to a new way of interacting with their users. Page layouts were created to allow unique interaction with the city. This included e-notify, Q&As, social media integration, plain language, and a resident focused navigation. This site improves the online experience for residents!

Details:

The City of Hesston has an inviting website with an updated, professional feel. This informational website brings together an amazing design with a full suite of web apps to engage the residents they serve. With a robust Document center and smooth transitions from the home page to interior pages of the website, users can find exactly what they are looking for easily. Not only does it serve as an informational website, it has the look and feel of a website that will welcome you home!

City of Hesston, Kansas



<https://www.hesstonks.org/>

Website Account References

Client: Soldier Township, KS

Audree Guzman, Township Administrator
 Office: (785) 246-1752
 Email: admin@soldiertownship.org
 Website: www.soldiertownship.org

Client: City of Crawford, NE

Jane Dailey, City Clerk
 Office: 308-665-1462
 Email: cityclerk@bbc.net
 Website: [https://crawfordnebraska.net/](http://crawfordnebraska.net/)

Client: City of Wylie, TX

Craig Kelly, Public Information Officer
 Office: (972) 516-6016
 Email: craig.kelly@wylietexas.gov
 Website: www.ci.wylie.tx.us

Client: City of Kearney, MO

Jim Eldridge, City Clerk
 Office: 816.903.4729
 Email: jeldridge@kearneymo.us
 Website: www.kearneymo.us

Client: City of Holyoke, CO

Kathy Olofson, City Clerk
 Office: 970-854-2266
 Email: cityclerk@cityofholyoke-co.gov
 Website: <https://www.cityofholyoke-co.gov/>

Client: Star Valley Ranch, WY

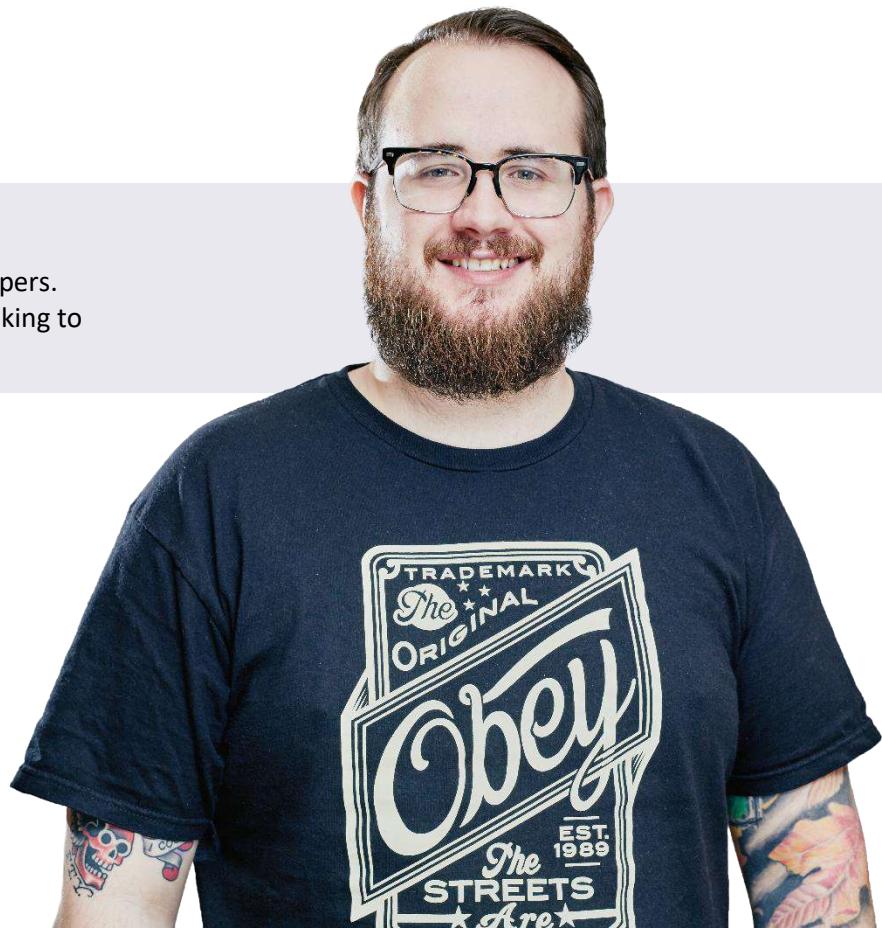
Kristin Gray, Town Clerk
 Office: 307.883.8696
 Email: clerk@starvalleyranchwy.org
 Website: www.starvalleyranchwy.org

Client: City of Alpine, TX

Geo Calderon, Records Clerk
 Office: (432) 837-3301
 Email: records.clerk@ci.alpine.tx.us
 Website: <https://www.cityofalpine.com/>

Did you know?

Our technical support staff are trained developers.
 When you call for tech support, you'll be speaking to
 staff with direct knowledge of development!



Revize Government Websites Proposal

Timeline Summary

Phase	When	Duration
Phase 1: Initial Meeting, Communication Strategy, SOW <ul style="list-style-type: none"> Revize will conduct a staff interview and website design kickoff meeting with the client. After the meeting, Revize will provide a detailed project plan that assesses key findings and details. 	Weeks 1 through 3	3 Weeks
Phase 2: Discovery & Design <ul style="list-style-type: none"> Within (5) five weeks of the kick-off meeting Revize will provide (1) one custom homepage mockup, (1) one basic interior page mockup, and (1) one navigation mockup. Revize will provide revisions to each mockup based on the feedback received from the client, and will begin site-mapping process when client approves design 	Weeks 4 through 8	5 Weeks
Phase 3 and 4: Template Development and CMS Integration <ul style="list-style-type: none"> Mockups will be developed into HTML pages making them clickable and resizable. Following HTML Development, Revize will add in the Revize Content Management System which makes the website easily editable. Integration of any 3rd party software will begin during this phase 	Phase 3: Weeks 9 through 12 Phase 4: Weeks 12 through 16	4 Weeks 5 Weeks
Phase 5 and 6: Quality Assurance, Accessibility and Custom Development <ul style="list-style-type: none"> Revize will review all developed assets for functionality. The development team will review functionality, style sheet, and formatting checking for errors and verifying that site matches approved design mockups. Any custom needs identified earlier in the project will be executed during this phase and tested for quality assurance. ADA programming and beta site review with the client 	Phase 5 Weeks 15 through 16 Phase 6: Week 17	2 Weeks 1 Week
Phase 7: Sitemap Development / Content Migration <ul style="list-style-type: none"> Revize will deliver a suggested sitemap, in Excel format, for the website prior to this phase (Unless the client has chosen to create their sitemap). Client and Revize will review and provide updated versions for approval. Pages will be built out one-by-one according to this previously approved sitemap architecture. Pages that are not linked in the sitemap will be created as blank pages. Migration includes up to all webpages, documents, and new content up to the relevant amount on the current website. 	Weeks 18 through 24	7 Weeks
Phase 8: Content Editor and Web Administrator Training and Go Live preparation <ul style="list-style-type: none"> Revize will conduct a review of the beta site followed by a core team training (smaller group). After the beta site review, the client may request tweaks to the functionality of the website. Revize will conduct Website Usability testing and a separate full staff training for all CMS editors on-site in a classroom style setting. The training schedule will include editor training, and administrator training with a question-and-answer period. Results of the user experience testing will be provided to the client for review. Any change requests will be reviewed by Revize for feasibility and scope conformance before they are completed. Revize will conduct meeting with client IT department before go live to discuss the process and establish pre-go-live checklist (e.g. SSL certificates, redirects, subdomains, etc.) Retraining is available any time after Go Live. 	Weeks 25 through 27	3 Weeks
	Go-Live (Average)	21-27 Weeks

Revize Support Includes

- 8 AM – 8 PM EST Phone Support (Monday thru Friday)
- 24/7/365 Portal and Email Support
- Staff provides assistance and answers all questions
- Dedicated support staff
- New/existing user training
- Free Training Refreshers
- Video tutorials and online training manual
- Automatic integration of enhancements
- Automatic upgrade of CMS modules, such as Calendar, Document Center, etc.
- Four major CMS upgrades per year
- Software and modules upgrades (automatic install)
- Server hardware and OS upgrades
- Immediate bug fixes/patches
- Round the clock server monitoring
- Data Center Network upgrades
- Security and antivirus software upgrades
- Firewall and router upgrades
- Bandwidth and network infrastructure upgrades
- Remote backup of all website assets
- Tape backup of all website assets
- Quarterly Newsletters on major feature updates
- Regular webinars on CMS features and web site trends

Maximum Response Times

- 1 hour for crisis issues
- 4-6 hours for critical issues
- 24 hours for normal issues

As a Revize client, you will receive full access to all enhancements to the core components and modules in the Revize CMS at no additional charge



Revize Design Option 1: Custom

Phase 1: Project Planning and Analysis, SOW	\$800
Phase 2: Discovery & Design from scratch - One concept, three rounds of changes, home page design, and inner page design, includes Responsive Web Programming for great viewing on mobile screens.	\$1,650
Phase 3 & 4: Revize Template Development - Set-up all CMS modules listed on the following page with I-framing or linking to any additional 3rd party web applications. You also receive all updates to all CMS modules for the life of your Revize relationship. You own the technology, design and content!	\$1,700
Phase 5 & 6: Q/A Testing, Accessibility and Custom Applications	\$1,550
Phase 7: Site map development/content reorganization and migration from old website into new website including spell checking and style corrections – up to 1,000 webpages and documents (approximate amount on your website today). To help remove stale content, Revize will not be moving over old announcements, events or calendar items. Additional content migration, if requested, is available for \$3 per webpage and document.	\$3,000
Phase 8: Content editing and site administration training via web conference (one day session up to 8 hours)	\$1,100
Go live!	Included
Custom Website Design Subtotal	\$9,800
Revize Annual Maintenance Fee (1st Year pre-paid during site development) Includes Unlimited Tech Support, CMS software updates (for 10 users), security software updates, SSL security certificates, hosting and maintenance with website health checks. Website hosting Included free of charge (15 GB storage space, 100GB monthly bandwidth):	\$2,300/yr
Grand Total (1st Year) 5-Year Agreement (Length Optional)	\$12,100

Revize Custom Design Payment Plans

Payment Schedule & Interest-Free Payment Plans

Option 1: Revize Year One Pay-In-Phases Payment Plan

During year one the client reserves the option to pay for the website upon completion of certain project phases. The first payment would be collected upon project start, second payment upon completion of Phase 2: Design Concept, and the final payment after completion of Phase 7: Client Training.

Payment Amount	Due Date	Payment Includes
\$ 12,100	Start of Project	Project Cost + Year 1 Annual Hosting and Maintenance
\$ 2,300	Year 2	Year 2 Annual Hosting & Maintenance
\$ 2,300	Year 3	Year 3 Annual Hosting & Maintenance
\$ 2,300	Year 4	Year 4 Annual Hosting & Maintenance + Free Redesign!
\$ 2,300	Year 5	Year 5 Annual Hosting & Maintenance

Option 2: Revize Five-Year Interest-Free Payment Plan

Instead of paying for the total project cost in year one, Revize would spread out the total first year cost over five years of service.

Payment Amount	Due Date	Payment Includes
\$ 4,260	Year 1	20% of Project Cost + Year 1 Annual Hosting & Maintenance
\$ 4,260	Year 2	20% of Project Cost + Year 2 Annual Hosting & Maintenance
\$ 4,260	Year 3	20% of Project Cost + Year 3 Annual Hosting & Maintenance
\$ 4,260	Year 4	20% of Project Cost + Year 4 Annual Hosting & Maintenance + Free Redesign!
\$ 4,260	Year 5	20% of Project Cost + Year 5 Annual Hosting & Maintenance

Custom Design Website Features Included

VISITOR'S COMMUNICATION CENTER APPS

- Alert Center (Email & Text notifications signups)
- Home Page Alert
- Document Center with keyword search
- FAQs with keyword search
- Staff/Listing Directory with keyword search
- Job Posting with keyword search
- RFP/RFQ Posting
- News Center with Facebook/Twitter Integration
- "Share This" Social Media App
- Photo Galleries
- Quick Link Buttons
- New Revize Web Calendars with monthly grid and listing view
- Sliding Feature Bar
- Language Translator – over 95 languages

VISITOR'S ENGAGEMENT CENTER APPS:

- Citizen Request Center with Captcha
- RSS Feed
- Online Bill Pay via Third Party Payment Provider (if required)



STAFF PRODUCTIVITY APPS

- Image Manager
- iCal Integration
- Link Checker
- Menu Manager
- CMS Web Form Builder with drag & drop text fields
- Website Content Archiving
- Website Content Scheduling

SITE ADMIN & SECURITY APPS

- Audit Trail
- Drag and Drop Menu Management
- Drag and Drop Picture Management
- Drag and Drop Document Management
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- SSL Security Certificate
- Unique Login/Password for each Content Editor
- Web Statistics and Analysis with Google Analytics

MOBILE DEVICE AND ACCESSIBILITY FEATURES

- ADA Compliant WCAG 2.1AA
- ADA Accessibility Widget
- Responsive Website Design (RWD) – for great Mobile Device viewing i.e SMART phones, PC Tablets, iPads, iPhones, Windows and Android devices

ADA Compliance Disclaimer:

Revize designs and develops all websites to be ADA Compliant according to the WC3 Consortium's Web Content Accessibility Guidelines according to the 2.1 AA Level

Revize Government Websites Proposal

Citizen Engagement Applications Discussed:(1YR term available)

<p>Online Interactive Forms Builder Application. (Turn any dept paperwork into an online fillable form)</p> <p>One-Time Set-up Fee:</p> <p>Annual Hosting and Maintenance Fee</p> <p>Example: https://www.arcadiaca.gov/resource_center/index.php</p>	<p>\$1,950 \$900/yr</p>
<p>Add Facility Reservation System to Interactive Forms Application (Bookings Calendar)</p> <p>One-Time Set-up Fee:</p> <p>Annual Hosting and Maintenance Fee</p> <p>Example: https://sedrowoolley.rja.revize.com/app/bookable-groups/shelters</p>	<p>\$950 \$600/yr</p>
<p>New Revize AI ChatBot Options</p> <p>Example: https://www.cityofgolden.gov/</p>	
<p>Tier I: AI ChatBot</p> <p>Annual Hosting and Maintenance Fee</p> <ul style="list-style-type: none"> • Up to 5,000 monthly queries • Up to 4,000 trained pages/documents • No backend dashboard access • Revize retrain of content up to 10 times max per year • Default look/feel 	<p>\$2,900/yr</p>
<p>Tier II: AI ChatBot with Auto Retrain & Backend Access</p> <p>Annual Hosting and Maintenance Fee</p> <ul style="list-style-type: none"> • Up to 10,000 monthly queries • Up to 4,000 trained pages/documents • Backend dashboard access with ability for Client to manually retrain pages • Monthly automatic retrains • Includes built in analytics • Color, text and position customized by Revize (1 revision) 	<p>\$3,400/yr</p>
<p>New Agenda Builder Application Learn more Here! : https://www.revize.com/webinars_index.php</p> <p>One-Time Set-Up Fee:</p> <p>Annual Hosting and Maintenance Fee:</p> <p>Example: https://agendas.revize.com/madisonoh</p>	<p>\$2,000 \$2,950/yr</p>
<p>New E-Newsletter Builder Center Application with opt-in list</p> <p>One Time Set-Up Fee:</p> <p>Annual Hosting and Maintenance Fee:</p> <p>Example: https://www.cityofsancarlos.org/e-notify/index.php</p>	<p>\$1,900 \$600/yr</p>
<p>Public Service Request System (Residents have a local map they can report public service requests)</p> <p>One Time Set-up Fee:</p> <p>Annual Hosting and Maintenance Fee</p> <p>Example: https://www.carlislepa.org/residents/public_service_request_portal.php</p>	<p>\$1,500 \$2,950/yr</p>

Revize Government Websites Proposal

Citizen Engagement Features Discussed:(1YR term available)

<p>Employee Intranet Development (Private Webpage with Login Access)</p> <p>One Time Set-up Fee:</p> <p>Annual Hosting and Maintenance Fee</p> <p>Example: https://www.southington.org/stafflogin/index.php</p>	\$1,500 \$500/yr
<p>Documents on Demand (TIER 1: Scans/Archive 3000 PDF)(Docs Content Keyword Searchable)</p> <p>One-Time Set Up Fee:</p> <p>Annual Hosting and Maintenance Fee</p> <p>Example: https://newcanaantownct.documents-on-demand.com/</p>	\$950 \$950/yr
<p>Multi-Use Listing Directory (for business/municipal listings with Google Mapping and indexing)</p> <p>One Time Set-up Fee:</p> <p>Example: https://www.largo.com/facilities_directory/index.php</p>	\$1,500
<p>Tile Template Organization (add internal page links with shortcut icons instead of standard text hyperlinks)</p> <p>One Time Set-up Fee:</p> <p>Example: https://www.pascocountyfl.net/government/</p>	\$900
<p>Agenda Posting/Listing module</p> <p>One Time Set-up Fee:</p> <p>Example: https://www.lindenhurstil.org/government/lindy_open_data/agendas_minutes/village_board.php#outer-656</p>	\$750
<p>Community Blog</p> <p>One Time Set-up Fee:</p> <p>Example: https://www.dtdl.org/blog.php</p>	\$1,500
<p>Interactive Google Mapping Templates</p> <p>One Time Set-up Fee:</p> <p>Examples:</p> <p>https://elections.bcohio.gov/maps/index.php</p> <p>https://www.rivertonwy.gov/departments/community_dev/city_maps.php</p>	\$750
<p>Workflow Approval Process Development by Department</p> <p>Annual Service Fee:</p>	\$500/yr

Revize Government Websites Proposal

Revize Services:(1YR term available)

<p>Custom "Sub-Site" Department Design ("Site-within-the-Site" Design, Shared URL) One-Time Set-up Fee (shared with main site design): Example: https://www.halseyor.gov/services/library/index.php</p> <p>One-Time Set-up Fee (custom design per department): Example: https://www.cityofsparks.us/police_home/index.php</p>	\$1,500
<p>Micro-Site Design for Department Page (Separately Developed Website, Individual URL) One-Time Set-up Fee (shared with main site design): Annual Hosting and Maintenance Fee (shared with main site design): Example: https://www.templeparks.com (micro-site of https://www.templetx.gov/)</p> <p>One-Time Set-up Fee (custom design per site): Annual Hosting and Maintenance Fee (custom design per site): Example: https://www.largopubliclibrary.org (micro-site of https://www.largo.com/)</p>	\$2,750 \$2,500 \$400/yr
<p>Custom Logo Creative Design Work Includes 1 design concept, with 3 revisions</p> <p>One Time Fee: Example: https://www.arcadia.gov</p>	\$4,500 \$1,250/yr \$3,100
<p>Revize Managed Web Content Updating Services Up to 6 sets of edit requests of content management (up to 30 minutes of work each request) per month, pricing does not include creative / copywriting services</p>	\$1,800/yr
<p>WCAG Scan and Remediation ADA Service Options</p> <p>Tier I Annual Hosting and Maintenance Fee</p> <ul style="list-style-type: none"> Up to 2 comprehensive WCAG Compliance scans per year upon client request. Up to 4 custom development hours included to remediate suspected WCAG compliance issues. Scans and fixes archived for audit purposes <p>Tier II Annual Hosting and Maintenance Fee</p> <ul style="list-style-type: none"> Up to 2 comprehensive WCAG Compliance scans per year upon client request. Up to 10 custom development hours included to remediate suspected WCAG compliance issues. Optional post scan meeting with CLIENT and Revize ADA Team Scans and fixes archived for audit purposes Up to 20 custom development hours included to remediate suspected WCAG compliance issues. Optional post scan meeting with CLIENT and Revize ADA Team 	\$2,400/yr \$3,000/yr

Revize Government Websites Proposal

Thank you

For Considering Revize

Prepared by Brian Rohen

150 Kirts Blvd., Suite B, Troy, MI 48084

Ph: 248-928-8072 Fax: 866-346-8880

www.revize.com

GENERAL® CODE



Proposal for Conversion Services

PREPARED FOR:

City of Valley Center, Kansas

PREPARED BY:

R. KIRK FRANKLIN

Attorney at Law & National Account Manager

kfranklin@generalcode.com

806.438.5475

DATE:

April 28, 2025

(Valid for six months)

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Executive Summary

A thorough review of your request has given us a better understanding of your unique needs and helped us determine ways that we can partner with you to make the City of Valley Center's Code a more useful and effective resource for your community. The executive summary below serves as an overview for building a collaborative codification solution that can help the City achieve its goals.

Situation Analysis

The City of Valley Center's Code was originally codified in 1972, and is currently maintained online by another codifier. However, the City would like to make it easier for constituents and staff to find information by implementing a feature-rich and fully searchable online version of its Code, housed on our unparalleled eCode360® platform. Additionally, the City would like to keep its Code reliable, accurate and up to date through General Code's ongoing supplementation services.

Our Solution

Our comprehensive codification solution for the City of Valley Center includes:

- **Converting your Code to be housed on our innovative eCode360 platform**
General Code will convert your Code into our XML publishing system and place it on eCode360. Created for a variety of users, eCode360 makes the complete current text of your Code available online in a format that is easy for your community to use and is fully searchable. We may need to make nonsubstantive organizational or structural changes to your Code in order to convert the Code into our XML publishing system.
- **Update the 1972 Code with uncodified legislation through Ordinance No. 1417-25**
As a part of the process, we will supplement your Code to make sure that your Code is accurate and up to date.
- **1 custom printed Code book, with an option for additional printed volumes**
We will provide you with 1 fully customized print copy of your new Code. Additional copies are available if needed, price upon request.

Solution Benefits

A comprehensive codification solution from *General Code* will:

1. Deliver a Code that is always accessible to the public and up to date
2. Help you keep City of Valley Center's Code enforceable
3. Improve transparency with constituents
4. Save City of Valley Center's staff time and resources by empowering constituents to find Code information independently

Who Benefits?

1. **Constituents**—Citizens will be able to find and use laws in a comprehensive, up-to-date, and understandable format
2. **Staff**—All staff members will be able to gather the information they need to answer questions from both citizens and other municipal officials
3. **Planners/Developers**—Your new Code will provide a clear view of existing regulations and make it easier to determine the impact of proposed changes and amendments on development and growth initiatives
4. **Attorneys**—Legal staff can draft and amend legislation more efficiently by using eCode360 to research similar laws that other communities have passed

City of Valley Center's Investment

The price of General Code's recommended solution will be \$2,295.

A detailed breakdown of the investment and available options can be found in the Investment Details and Options section on page 10.

General Code, America's Next Generation Codifier

When local governments and constituents work well together, shared ideas and diverse talents can be focused where they need to be – on the community's common interests and vision for the future. At *General Code*, we focus on simplifying the ways that local governments and their constituents find, access, and share information by innovating forward-thinking technologies and processes. By intelligently connecting vital code information in a digital environment, communities can work better together to overcome challenges and create opportunities for growth more effectively. From online municipal codes to interactive zoning maps, it is our goal to empower everyone in our client communities to rise, transform, and thrive.

We would be proud to partner with your community, too.

Our Experience

For 60 years, *General Code* has worked with more than 4,000 communities to build, maintain, and publish Codes that are clear, accessible, and easy-to-use. We have assembled a staff of highly trained project managers, editorial assistants, attorneys, legal editors, production staff, account managers, training specialists, service representatives, and software engineers that have unique expertise in codification. With backgrounds in municipal law and local government and an average of 17 years of hands-on experience working with municipalities, every segment of our team is uniquely qualified to partner with your community.

A Member of the ICC Family of Solutions

The International Code Council is the leading global source of model codes and standards and building safety solutions. Code Council codes, standards and solutions are used to ensure safe, affordable and sustainable communities and buildings worldwide.

General Code's partnership with ICC strategically aligns our companies' like-minded missions, values, and long-standing commitment to building strong partnerships with local governments. It also gives *General Code* even greater capacity to build on our portfolio of municipality-focused solutions by tapping into the expanded resources and global reach of ICC.

Our Technical Focus

Technology has changed your community's expectations about accessing and interacting with complex Code information. Therefore, we handle Code information differently. With *General Code*, your Code is more than just static text; using our proprietary publishing system, we store your Code as dynamic data, making it easy to update and present in multiple ways that meet your staff and community's needs. Using the data from your Code as a basis, *General Code* provides an ever-expanding suite of seamless solutions that save time and simplify how you serve your community.

Our Process

General Code's process workflow is highly collaborative, allowing you to engage with a Code consultant at every key stage of the codification process. We guide you through each phase of the process to keep you informed and help the project stay on track. Our Code consultants are invested in working with local governments and strive to ensure that your Code improves transparency within your community while accurately reflecting your laws.

The General Code Recommended Solution and Process

Below is an outline of the process for completing your conversion project.

Project Launch

General Code will consult with City of Valley Center's designated contact person to review the project generally and to clarify any initial questions for both *General Code* and the City. To begin the project, the City and *General Code* shall confirm the source materials for the project.

For more detail, see the source materials listed on page 7.

Convert Code

General Code will convert the Code into our XML publishing system. This system enables the Code to be printed efficiently. It also provides the foundation for providing the Code online in a variety of formats, outputs, and solutions.

Editorial Work

The text of the current Code and any additional materials that may not already be codified will be input and thoroughly proofread to ensure complete accuracy. The 1972 Code will be updated with uncodified legislation, from Ordinance No. 1406-24 through Ordinance No. 1417-25, where appropriate in the text of the Code. An editor will review the legislation to confirm proper placement within the Code and to ensure consistency in the structure and style of the Code. (While we will generally match the style of the Code, please note it is *General Code*'s policy not to include the following code enhancements unless specifically directed to do so by the City Attorney: cross-references; state law references; and Code comparative tables.)

Publish a Secure Online Code with eCode360

Once the final deliverables have been prepared, *General Code* will make your eCode360 site available to the public. eCode360 is a secure, reliable online platform created specifically to house codified laws and municipal documents. Built with a variety of user needs in mind, eCode360 will provide City of Valley Center's staff, citizens and businesses with unparalleled flexibility to quickly access and search your Code on a variety of desktop and mobile devices.

eCode360 Benefits:

A centralized solution—laws, regulations and related documents are integrated into a dynamic, centralized resource

Simple to use—eCode360 is easy and intuitive and offers powerful time-saving features

Always up-to-date—We will update your eCode360 site with each supplement to your Code

A trusted, “go-to” resource—Empower staff to answer questions with clarity and confidence

Always evolving—We consistently release innovative functionality based on communities' needs

Premium eCode360	
Annual Fee \$1,195	
New Laws	
Easy and Flexible Searching	
Table of Contents	
Email or Share Links	
Printing	
Archive View	
"Sticky" Table Headers	
Administrative Tools	
Google Translate to 132 Languages	
eCode360 Search App	
Public and Private Notes	
Sample Legislation (Multicode Search)	
Download to Word	
Download to PDF	
New Laws Indicator	
Advanced Search	
Get Updates	
Public Documents Module	

For more information about eCode360 see page 13.

Publish a Custom Printed Code

General Code will publish 1 printed copy of your Code in a high-quality, custom-imprinted post binder. The Code pages will be designed in an 8 ½-by-11-inch page size, using 11-point Times New Roman font in a single-column format on 100% recycled paper.

General Code lets you customize the look of your final printed Code binder, including the color of your binder (blue, dark red, green, brown, black or gray) and the color of the silk-screen lettering on the binder cover (white, silver or gold). We can also include the City's Seal on the front and spine for added impact at no additional charge. Each copy of the Code will include a set of 15 tab dividers for individual customization, a printed index and will also be serial numbered for easy identification.

Provide Ongoing Code Maintenance

The codification process is not truly over when your new Code is delivered. Your community will change and grow, and ultimately, your Code will evolve with it. In order to maintain your Code as an accurate and reliable resource, it is important that the City keeps the Code up to date after initial publication. *General Code*'s supplementation services are designed to make the process easy, fast and accurate.

To select your ongoing supplementation schedule, please see page 11. For more information about *General Code*'s Supplementation Services, see page 18.

Project Materials

Source Materials

General Code will use the following source materials for the project:

- A copy of the City's 1972 Code, as updated to Ordinance No. 1405
- Uncodified legislation adopted from Ordinance No. 1406-24 to Ordinance No. 1417-25

Project Scope

This proposal and the scope of this project only considers the legislation submitted for review as listed above. The processing, review, and inclusion of any materials not submitted are outside the project scope as proposed and therefore may be subject to additional charges. We request that City of Valley Center set up a process to routinely send any new legislation upon adoption. This additional legislation will be included in the Code up to the point where the editorial work has been completed and will be subject to an additional charge at the end of the project.

The Conversion and Formatting Changes to Your Code

General Code may need to make nonsubstantive organizational or structural changes to your Code in order to convert the Code into our XML publishing system. Standardized formatting and structure leverages our technology to create uniformity and consistency throughout the Code, which enables the features and functionality of eCode360 to work as intended and provide you with the best user experience. As part of our process for the conversion, *General Code* will:

Scheme, Numbering and Structure

- **Scheme.** Include a list of section titles at the beginning of each chapter, as a quick-reference outline of what is in the chapter and to make sought-after material easier to find.
- **Unnumbered paragraphs/text/chapters.**
 - Unnumbered paragraphs following numbered text will be left as is unless clarity requires their numbering in the context of the surrounding subsections.
 - If the Code has a numbering system that varies based on whether a section starts with an unnumbered paragraph or not, we will add the first-level section number or letter as appropriate to the unnumbered paragraph. This is necessary for the search and other functions of eCode360 to work as intended.
 - If the Code includes unnumbered chapters in the Appendix, we may add chapter numbers and use those as the start of the section numbers throughout the chapter, consistent with the rest of the Code.
- **Structure.** We will create uniformity and consistency of structure at these levels:
 - **Chapter numbering.** If the Code includes duplicate numbered chapters in different titles (e.g., Title 1 contains Chapter 1 and Chapter 2; Title 2 contains Chapter 1 and Chapter 2), we will impose uniform numbering so that each chapter has a unique number. Therefore, we may renumber as Chapters 1-1, 1-2, 2-1, 2-2, etc., incorporating the title number into the chapter numbers and thereby reflecting the title in which they appear. These chapter numbers will also filter through to the section numbers if they do not already follow that system.
 - **Section numbering.**
 - If the Code includes duplicate numbered sections in different chapters (e.g., Section 1, 2, etc.), we will impose uniform numbering so that each section has a unique number. Therefore, we may renumber as Sections 1-1, 1-2, 2-1, 2-2, etc., incorporating the chapter number into the section number and thereby reflecting the chapter in which they appear.
 - If the Code includes different styles of point sections (1-12.1, 1-12A), we will make the style consistent throughout the Code.
 - **Subsection numbering.**
 - **Structure.** If the Code includes inconsistent subsection designations throughout [e.g., if one chapter uses levels a., 1, (a), and another uses levels 1, A, and (1), we will apply consistent subsection designations throughout the Code.

- **Consecutive numbering.** Misnumbered subsection items (e.g., 1, 2, 3, 3, 5) will be renumbered as necessary to correct obvious errors.

Formatting

- **Histories.** Where histories are located at the end of each section, we move them up to the section title for each section so that the base history for each section appears at the section level and subsequent amendments can be noted off the section or its subsections as appropriate.
- **Tables.** Standard formatting will be added to tables—boldfaced and centered headers, lines, light gray header shading, and indents where needed.
- **Bullets.** Bullets may be retained as is unless clarity for indexing purposes requires their numbering.
- **Single-column layout.** All Codes will be presented in a single-column format.
- **Pagination.** Each chapter will begin on a new right-hand page. Page numbers will correlate with the chapter number.
- **Attachments.** In eCode360, attachments are included as PDFs at the top of a chapter, and, in the printed Code book, they are included at the end of the chapter.
- **Appendix material to the Code.** If there are Appendix lists or other tables at the end of the Code which were created by the prior codifier, we will confirm with the City whether such material is still used and should be retained and maintained through supplementation, or if they should be removed.
- **References.** Except with prior approval and agreement from the City, we will remove publisher-added footnotes or section notes such as cross-references, statutory references, and charter reference items; these items are copyrighted property of the former codifier.

Editorial

- *General Code* will retain the existing legislative text, with the exception of obvious typos, or other items requiring clarity: clarification of numbers, missing punctuation, incorrect order of punctuation, changing Roman numeral chapter numbers to Arabic numbers, capitalizing the name of the City, and capitalizing the titles of certain officials for consistency (e.g., Mayor, Clerk, Attorney, etc.).
- **Spell-check.** A complete spell-check will be performed, and we will correct any obvious typos.

Code Adoption

- **Code Adoption, if applicable.** If the City and its Municipal Attorney believe any of the numbering (or other nonsubstantive format changes) identified here require readoption of the Code, *General Code* will provide a simple draft ordinance/local law for readoption.

Investment Details and Options

Conversion Project Price \$2,295

Services included with the codification project:

- > Convert the Code, as updated through Ordinance No. 1405, to XML Publishing System
- > Update the 1972 Code with Legislation Through Ordinance No. 1417-25
- > Editorial Work
- > Proofreading
- > Shipping

Final deliverables included with the codification project:

- > Premium eCode360
- > eCode360 Search App
- > Publication of 1 Code Volume in a Standard Imprinted Post Binder
- > Comprehensive Index
- > Disposition List
- > Customizable Tabs

Ongoing Services

Premium eCode360 Annual Maintenance \$1,195

The maintenance fee is an annual recurring flat fee that begins one year from the initial posting of eCode360. Therefore, we recommend that the City budget for this service each year. The fee covers annual licensing, web hosting, and the posting of new legislation between regular Code supplements and the PubDocs Module. Please note that this does not include the cost for codifying new legislation.

To select your ongoing supplementation schedule, please see page 11. For more information about *General Code's* Supplementation Services, see page 18.

Note: Full zoning rewrites are outside of the scope of this contract regarding supplementation rates. Pricing estimates available upon request.

Performance and Payment Schedule

Performance Schedule:

- > Delivery of eCode360: within 12 to 14 weeks of contract signing and receipt of materials

Payment Schedule:

- > 100% will be invoiced upon posting of eCode360

Authorization and Agreement

City of Valley Center, eMigrate, April 28, 2025

Conversion Project Price **\$2,295**

Supplementation Schedule Selection

Based on our experience of legislative activity, we will use a **Quarterly Supplement Schedule** for future updates to the Code after this project is complete. If you would prefer a different schedule, please select from the options below:

- Electronic monthly supplementation (Annual Print)
- Semi-Annual supplementation

Total Investment

Including all of the options selected above, the total project price will be: **\$**

City of Valley Center, Kansas, hereby agrees to the procedures outlined above, and to *General Code's Codification Terms and Conditions*, which are available at <http://www.generalcode.com/terms-and-conditions-documents/>.

City of Valley Center, Sedgwick County, Kansas

By: _____ Witnessed by: _____
 Title: _____ Title: _____
 Date: _____ Date: _____

GENERAL CODE, LLC

By: _____ Witnessed by: _____
 Title: _____ Title: _____
 Date: _____ Date: _____

This document serves both as a proposal and as an agreement. To accept this proposal and delegate authority to *General Code* to administer the codification project, complete the form above, including authorized signatures. A signed copy of this agreement will be mailed back to City of Valley Center for its records.

Scan and email the completed form to contracts@generalcode.com. You may also return it by mail to *General Code*, 781 Elmgrove Road, Rochester, NY 14624.

Appendix

Kansas Communities We Serve

For more than half a century, we have had the pleasure of forming long-term, collaborative working relationships with municipalities of all types and sizes across the country. Below are some of the municipalities in Kansas that have trusted *General Code* to codify their laws:

City of Edwardsville
City of Parsons
City of Mission Woods
City of Mission
City of Mission Hills
City of Olathe
City of Tonganoxie
City of Gardner
Miami County
City of Nickerson
City of Topeka
Prairie Band Potawatomi
Nation

eCode360 Platform

Our eCode360 platform is designed specifically to house codified laws and municipal information. eCode360's intuitive design, responsive navigation, and robust search functionality drive performance and user satisfaction.

Simple for Everyone

eCode360 offers a user experience that's simple and intuitive. Our easy-to-use, uncluttered interface allows users to access, search and share Code sections with incredible speed and precision on desktop and mobile devices. It provides the power to communicate information to everyone in your municipality like never before.

24/7/365 Access and Security

General Code supports your community through technologies that transform your users' experience and empower your community to access, navigate and share your Code in exciting new ways. Our eCode360 platform was designed by our own in-house team of software engineers, experts who understand the importance and value of simplifying how you access and use your Code, generating an impressive 71,000 users a day while boasting an incredible uptime average of 99.9%. eCode360 is available 24/7, 365 days a year.

eCode360 is hosted on Amazon Web Services (AWS)'s EC2, which has an uptime guarantee of 99.99%. Our servers are backed up using IT industry best practices, taking advantage of multiple redundancies and regions within AWS. In addition to a robust disaster recovery plan, we have taken steps to avoid disaster by building eCode360 from the ground up to be secure and scalable. The system is designed and engineered to minimize the possibility of intrusion and uses multiple leading-edge technologies to harden and secure the service.

eCode360 is our proprietary platform and does not require any Folio installation or licenses.

Maintenance and Updates

eCode360 is maintenance-free for our users. *General Code* employs a team of software developers, web application developers and system administrators who maintain and update the platform to give you an intuitive and seamless experience with your Code. Our most recent enhancements can be found at <https://www.generalcode.com/happycode/>.

Free Introductory eCode Webinar for Municipal Staff

Our eCode webinar lets you work online with an experienced Training Specialist who can demonstrate eCode360's powerful tools and offer step-by-step guidance to help you use the Code. A great resource for municipal employees who want to help their constituents! Register here: <https://www.generalcode.com/training/#webinars>

“Multi-purpose” your Code Content—and better serve your community.

Give departments and individuals within your municipality the ability to view and use the specific Code information they need—when they need it. With eCode360 Content Export, we export your Code's content to an Excel or CSV file. From there, the file can be imported into systems other departments are already using where information from your Code can be quickly viewed and used. This saves others—especially staff who serve the public in the field—the time and effort to search the entire Code manually to find the section they need. For more information about our Content Export services, please contact us at sales@generalcode.com.

Premium eCode360 features

New Laws	Between regular Code supplements, General Code will post PDF copies of new legislation to your online Code
Custom Settings for Admin Users	Control the look of your eCode360 by selecting custom colors and accents, and uploading a custom banner or photo
Easy and Flexible Searching	Search by key words, phrases, section numbers and more
Electronic Index	A comprehensive list of key words and phrases to speed searching
Table of Contents	Users can find the information they need and see their current location with a table of contents that moves as users browse
Email or Share Links	Email a link to a specific Code section or share via social media
Printing	Print with user-friendly functionality and a variety of user options
Archive View	View a permanent archive of your Code, updated with each supplement
“Sticky” Table Headers	Table headers remain stationary as you scroll
Translate	Users can view your Code in more than 100 additional languages
eCode360 Search App	Use your mobile device to search your Code
Public and Private Notes	Create personalized links and annotations within the Code
Multicode Search	Search across multiple Codes by municipality, geographic region, government type or population to find sample legislation or other Code content for zoning use, legal cases or historical research
Download to Word	Administrative users can download Code text to a Microsoft Word document to edit and track changes when drafting new legislation
View Code Analytics	See how many views your Code is getting, discover the most commonly searched topics
Linked New Laws	As new legislation is posted, we will add links from the New Laws section of eCode360 to the affected Code chapters or articles
Download to PDF	Public users can directly download Code text to a PDF document
New Laws Indicators	Code Change Indicators help users identify sections of your Code that have been changed and provide links to the new legislation
Advanced Search	Search across the Code, Public Documents, New Laws and Notes using an intuitive query tool and filtering system to quickly pinpoint the most relevant information
Customizable Titles of New Laws	Administrative users can add customized titles and comments to your legislation in New Laws
eAlert	Public users can sign up to receive notifications of changes in the Code
PubDocs Module	Add Code adjacent documents to your eCode site. They will be searchable right alongside the Code. Documents can be made available to the public or remain private to the municipal staff.

Sample eCode360 Screens

1 Custom Home Page

The Custom Home Page (1) features a sidebar with links for Home, Code, Zoning, Laws (4), Notes (2), Public Documents, Admin, and Help. The main content area includes a search bar, a banner for the City of Townsville, and a navigation bar with links for Code, Agendas, Minutes, and Resolutions. Below these are Quick Links (Chapter 62: Noise Control, Tax Maps) and Contact Information (Moony Spal, City Clerk, phone: (012) 245-6789, email: clerk@townsville.gov, address: Administration Building 63 Franklin Turnpike, Townsville, YZ 01234).

2 Public and Private Notes

The Public and Private Notes screen (2) shows a sidebar with links for Home, Code, Zoning, Laws (4), Notes (2), Public Documents, Admin, and Help. The main content area displays a section for Mobile Apps with links to download for Apple and Android devices. It also shows a section for New Laws with a table of ordinances (Ord. No. 2023-17, Adopted: 2023-08-15, Subject: Fees Amendment, Affects: Ch 48; Ord. No. 2023-18, Adopted: 2023-08-15, Subject: Salt Storage Regulations, Affects: Ch 74). Below this is a list of other ordinances: Chapter 28 Alarms, Chapter 29 Alcoholic Beverages, and Chapter 30 Amusement Devices.

3 Public Documents Portal

The Public Documents Portal screen (3) shows a sidebar with links for Home, Code, Zoning, Laws (4), Notes (2), Public Documents, Admin, and Help. The main content area displays a list of Resolutions for 2024 and 2023. The 2024 list includes: 01-06-2024 Resolutions 01-54, 01-23-2024 Resolutions 55-71, 02-13-2024 Resolutions 72-84, and 02-27-2024 Resolutions 85-95. The 2023 list includes: 01-03-2023 Resolutions 01-50 (checked), 01-10-2023 Resolutions 51-75, 01-24-2023 Resolutions 76-85, 02-14-2023 Resolutions 86-102, and 02-28-2023 Resolutions 103-112. A Date: 2023-01-03 is also listed.

4 Multicode

The Multicode screen (4) shows a sidebar with links for Home, Code, Zoning, Laws (4), Notes (2), Public Documents, Admin, and Help. The main content area displays a Find Codes and Add Codes interface. The Find Codes section includes fields for Municipality Name, State, Counties, Government Type, Within Zip Code, and Population. The Add Codes section shows a table of codes (3310) with columns for Add, Type, Name, County, State, and Population. Examples include Adams County, WI (Adams, WI, 20875), Albany County, NY (Albany, NY, 313743), Allegany County, MD (Allegany, MD, 67729), Allegany County, PA (Allegheny, PA, 1238090), Amelia County, VA (Amelia, VA, 13268), Appleton City, MO (St. Clair, MO, 1039), Appomattox County, VA (Appomattox, VA, 16393), Atlantic City, NJ (Atlantic, NJ, 38466), and Atlantic County, NJ (Atlantic, NJ, 274966).

Additional Online Services

MapLink™ powered by ZoningHub™

MapLink is a *Visual Zoning* service that makes it easier for business and property owners, planners, developers, and constituents to find the information they need in your community's Zoning ordinance by presenting Zoning Code data from eCode360 in an interactive online map. *MapLink* users can click on a map to view details about permitted uses and answer questions such as, "Where can I open my business?" and "What can I do with my property?" With just a few clicks, users interested in economic development can view dimensional requirements, allowable uses, and zoning districts, zoom to an individual parcel to examine its requirements, or search for properties based on land use. By making it easier for users to find the information they need for their development projects, they are more likely to open their businesses in the City, which can help grow your community.

MapLink uses your municipality's existing GIS map information and seamlessly presents data from eCode360, so your interactive map clearly and accurately displays your essential Zoning elements. When a Code supplement including a Zoning change is completed and posted to eCode360, your Code data is simultaneously updated in *MapLink*, ensuring that users are always working with the most accurate requirements.

eCode360® Enhanced Graphics™

eCode360 *Enhanced Graphics* can help drive economic development in your community by presenting an online Zoning Code that is clear, easy to understand and always up to date.

Enhanced Graphics offers zoning specific features like integrated tables that allow users to view tables in context, multi-column layout options to accommodate natural image placement, searchable image captions, color coding to create easier navigation, and high-quality graphics. Every community is unique, so we also offer custom solutions tailored to suit your community's specific needs.

Custom Local Building Code

Until now, no single publication has included both ICC I-Code building regulations and local amendments in an integrated form. Our CLBC solution will create a single central repository for your adopted Building Code regulations that is intuitive, searchable, and linked to your municipal Code. This solution will eliminate the need to separately manage state adopted I-Codes and your local amendments and make your Building Code regulations available from anywhere at any time, even if the City only has one set of printed books.

Application Programming Interface

Application Programming Interfaces (API) make it possible for your Code in eCode360 to "talk" with additional external systems to share information. *General Code* has APIs that deliver structured Code information contained in eCode360 to external systems, including legislation drafting, parcel management, municipal websites, enterprise content management (ECM), permitting, GIS-based interactive maps, code enforcement, law enforcement, and more.

TrackBack

As a new ordinance is codified and added to your code, Trackback automatically embeds links in the related code section so you can easily reference the original ordinance — no more searching through old files. Simply click the link and the original ordinance is immediately available to view. TrackBack is an excellent way to help clarify or confirm aspects of a particular law, help solve

disputes or simply serve as a starting point for updating ordinances. This service begins with new Ordinances provided to *General Code* going forward. It does not include any Ordinances going back in time.

For more information on our additional online services please contact us at
sales@generalcode.com

Ongoing Code Maintenance

Your Code is always evolving and is an investment you need to protect.

Because your Code will evolve and grow with your community, the codification process is not truly over when your new Code is delivered. To maintain your community's trust and reliance on your Code, *General Code* offers supplementation services that will help to keep your Code reliable, accurate and up to date. Our supplementation services are designed to make the process easy, fast and accurate. In addition, *General Code* provides a free sample legislation service to municipalities we serve as well as regular legislative alerts to inform local governments of the latest trends in legislation that may affect their communities.

Rapid Delivery

Our average turnaround time for processing routine supplementation is between 4 and 6 weeks.

Materials

After the enactment of new legislation, the City can forward a copy to us by whatever method is most convenient.

Online copies of the legislation can be sent via email to ezsupp@generalcode.com. Upon receipt, we will send you an email confirming that we have received your legislation. Should an alternative method of transmission be required for transferring large files, please contact us and we will provide the necessary information.

General Code will hold legislation pending a pre-approved schedule, or begin the job, as directed by the City. Please note that charges for supplementation services are outside of the scope of this proposal and will be billed separately. An estimate of the charges applicable to a particular supplement is available upon request.

Posting of New Laws

Between regular Code supplements, *General Code* will temporarily post PDF copies within 1 to 2 business days of receipt of new legislation to your online Code, to provide ready access to information until such time as the legislation can be codified through supplementation. If supplementation does not occur within one year of appending, *General Code* will remove the link to that new legislation.

Schedule

Code supplements will be provided on a schedule designed to meet the needs of City of Valley Center. Typical schedules may be quarterly, semiannual, or annual, or upon authorization by the City.

Editorial Work on Your Supplement

The work on your supplement specifically focuses on the new legislation being incorporated with each supplement. For each supplement we provide project management, recordkeeping, processing, professional review of new legislation, and consult throughout the project. Our goal is to make the information easily accessible without altering in any way the meaning of what was originally adopted. The work on your supplement specifically focuses on the new legislation being incorporated with each supplement. As part of our process for new legislation, we will:

- Acknowledge receipt of all materials
- Verify adoption of all legislation, including date of action by governing body
- Review legislation and distinguish between Code and non-Code material
- Update record of legislation received and its disposition (Disposition List)
- Request any missing legislation/missing pages
- Determine proper placement of legislation within Code
- Impose or utilize the adopted flexible section numbering system that allows for later changes
- Create/modify chapter, article and/or section titles
- Add historical annotations
- Add any necessary cross references
- Include editorial notes to sections that require additional explanation
- Correct any misspellings so that searchability in eCode360 is not compromised
- Impose a distinctive style for definitions, to aid Code users in quickly finding the meaning of a particular term
- Maintain legislative integrity by following the original tables and graphics and, where necessary, improving the presentation so that the information contained therein is easily accessible
- Impose standard internal section organizational hierarchy consistent with the rest of the Code
- Impose standard style conventions consistent with the rest of the Code, i.e., number citation, capitalization, nonsubstantive grammar and punctuation, internal and statutory reference citation
- Confirm accuracy of internal references; correct as necessary and appropriate
- Confirm accuracy of statutory references; correct as necessary and appropriate
- Read and review for missing wording; internal conflicts
- Update ancillary Code pieces, such as the Table of Contents and chapter schemes, when necessary
- Update Code Index
- Create an Instruction Page so that Code holders can properly update the Code
- Notify client of any issues and concerns noted and work together to determine appropriate resolution

Printed Supplements

Amendments to the printed Code occur in the form of printed supplement pages that are issued as replacement pages. Printed supplements include an updated Table of Contents, Disposition List, Index, text pages, and Instruction Page.

Electronic Updates

Amendments to the electronic version of the Code can be provided on their own schedule or can accompany printed supplements. Electronic updates will be incorporated into the Code, and a fully searchable, complete Code will be delivered online.

Delivery

Printed supplements to the Code will be delivered in bulk to City of Valley Center, unless it chooses to utilize *General Code's* Distribution Services. The website will be updated in one to two business days.



NEW BUSINESS
RECOMMENDED ACTION

K. APPROVAL OF PROPOSAL FOR WEBSITE AND MUNICIPAL CODE:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion to approve quotes from Revise for website services and General Code for codification services and authorize Mayor or City Administrator to execute agreements.

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 REPORT – JANUARY 2025**

RECOMMENDED ACTION:

Staff recommends motion to approve the Consent Agenda as presented.

CONSENT AGENDA

A. APPROPRIATION ORDINANCE:

Below is the proposed Appropriation Ordinance for May 6, 2025, as prepared by City Staff.

May 6, 2025, Appropriation

Peoples Bank \$ 617,407.07

VENDOR SET: 02 City of Valley Center

BANK: * ALL BANKS

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

VENDOR I.D.	NAME	STATUS	DATE	CHECK	INVOICE	CHECK	CHECK	CHECK
				AMOUNT	DISCOUNT	NO	STATUS	AMOUNT
1	WARHURST, AMY N	VOIDED						
C-CHECK	WARHURST, AMY N	VOIDED	V 4/11/2025			063037		150.47CR
1137	WASTE CONNECTIONS OF KANSAS, I							
C-CHECK	WASTE CONNECTIONS OF KAN	VOIDED	V 4/11/2025			063057		47,525.31CR
1439	IMA							
C-CHECK	IMA	VOIDED	V 4/11/2025			063065		8,360.14CR
0837	KANSASLAND TIRE							
C-CHECK	KANSASLAND TIRE	VOIDED	V 4/18/2025			063076		20.00CR

* * T O T A L S * *

	NO	INVOICE	AMOUNT	DISCOUNTS	CHECK	AMOUNT
REGULAR CHECKS:	0		0.00	0.00		0.00
HAND CHECKS:	0		0.00	0.00		0.00
DRAFTS:	0		0.00	0.00		0.00
EFT:	0		0.00	0.00		0.00
NON CHECKS:	0		0.00	0.00		0.00
VOID CHECKS:	4	VOID DEBITS	0.00			
		VOID CREDITS	56,055.92CR	56,055.92CR		0.00

TOTAL ERRORS: 0

	NO	INVOICE	AMOUNT	DISCOUNTS	CHECK	AMOUNT
VENDOR SET: 02						
BANK: *						
TOTALS:	4		56,055.92CR	0.00		0.00
BANK: *						
TOTALS:	4		56,055.92CR	0.00		0.00

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
1	WARHURST, AMY N							
I-000202504093131	RESTITUTION	V	4/11/2025	150.47		063037		150.47
1	WARHURST, AMY N	VOIDED						
M-CHECK	WARHURST, AMY N	VOIDED	V	4/11/2025		063037		150.47CR
1	JAMIE NEALLY							
I-000202504093132	JAMIE NEALLY:	R	4/11/2025	150.47		063038		150.47
0069	KANSAS DEPT REVENUE							
I-202504093121	KANSAS DEPT REVENUE	R	4/11/2025	1,763.53		063040		1,763.53
0091	MIES CONSTUCTION INC							
I-202504083109	MIES CONSTUCTION INC	R	4/11/2025	237,215.00		063041		237,215.00
0110	LKM - LEAGUE OF KANSAS MUNICIP							
I-202504093123	LKM - LEAGUE OF KANSAS MUNICIP	R	4/11/2025	65.00		063042		65.00
0153	ARK VALLEY NEWS							
I-202504073106	ARK VALLEY NEWS	R	4/11/2025	216.32		063043		216.32
0226	RURAL WATER DISTRICT #2							
I-202504103134	RURAL WATER DISTRICT #2	R	4/11/2025	17.54		063044		17.54
0297	PHILLIPS SOUTHERN ELEC CO							
I-202504083115	PHILLIPS SOUTHERN ELEC CO	R	4/11/2025	5,500.00		063045		5,500.00
0299	PITNEY BOWES GLOBAL FINANCIAL							
I-202504093124	PITNEY BOWES GLOBAL FINANCIAL	R	4/11/2025	174.00		063046		174.00
0306	SEDWICK COUNTY							
I-202504083111	SEDWICK COUNTY	R	4/11/2025	22.80		063047		22.80
0321	DECKER ELECTRIC							
I-202504073104	DECKER ELECTRIC	R	4/11/2025	200.00		063048		200.00
0535	NORTHRIDGE SAND, L.L.C.							
I-202504083113	NORTHRIDGE SAND, L.L.C.	R	4/11/2025	585.01		063049		585.01
0623	CORE & MAIN							
I-202504093129	CORE & MAIN	R	4/11/2025	130.41		063050		130.41
0671	QA BALANCE SERVICES INC.							
I-202504083114	QA BALANCE SERVICES INC.	R	4/11/2025	99.00		063051		99.00

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	DATE	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
							NO	STATUS	AMOUNT
0799	ELITE FRANCHISING INC DBA JANI								
	I-202504103133	ELITE FRANCHISING INC DBA JANI	R	4/11/2025	155.00		063052		155.00
0824	GALLS, LLC								
	I-202504093126	GALLS, LLC	R	4/11/2025	663.24		063053		663.24
1004	IMAGINE IT, INC.								
	I-202504073107	IMAGINE IT, INC.	R	4/11/2025	3,589.00		063054		3,589.00
1075	RED EQUIPMENT LLC.								
	I-202504093130	RED EQUIPMENT LLC.	R	4/11/2025	4,731.20		063055		4,731.20
1126	EQUIPMENTSHARE.COM, INC.								
	I-202504083110	EQUIPMENTSHARE.COM, INC.	R	4/11/2025	9,848.00		063056		9,848.00
1137	WASTE CONNECTIONS OF KANSAS, I								
	I-202504093127	WASTE CONNECTIONS OF KANSAS, I	V	4/11/2025	47,525.31		063057		47,525.31
1137	WASTE CONNECTIONS OF KANSAS, I								
	M-CHECK	WASTE CONNECTIONS OF KANVOIDED	V	4/11/2025			063057		47,525.31CR
1223	EVERGY								
	I-202504083108	EVERGY	R	4/11/2025	14,017.30		063058		14,017.30
1236	SHORT ELLIOT HENDRICKSON, INC.								
	I-202504093120	SHORT ELLIOT HENDRICKSON, INC.	R	4/11/2025	72,480.00		063059		72,480.00
1370	AT&T MOBILITY-CC								
	I-202504093125	AT&T MOBILITY-CC	R	4/11/2025	264.25		063060		264.25
1391	ARC PHYSICAL THERAPY PLUS LP								
	I-202504083117	ARC PHYSICAL THERAPY PLUS LP	R	4/11/2025	35.00		063061		35.00
1392	WORKSTEPS, INC.								
	I-202504083118	WORKSTEPS, INC.	R	4/11/2025	75.00		063062		75.00
1394	IDEATEK TELECOM, LLC.								
	I-202504083116	IDEATEK TELECOM, LLC.	R	4/11/2025	1,771.48		063063		1,771.48
1432	CENTRAL SAND COMPANY, INC.								
	I-202504083112	CENTRAL SAND COMPANY, INC.	R	4/11/2025	317.22		063064		317.22
1439	IMA								
	I-202504093122	IMA	V	4/11/2025	8,360.14		063065		8,360.14

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	DATE	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
							NO	STATUS	AMOUNT
1439	IMA								
	M-CHECK	IMA	VOIDED V	4/11/2025			063065		8,360.14CR
0014	WICHITA WINWATER WORKS CO.								
	I-202504163144	WICHITA WINWATER WORKS CO.	R	4/18/2025	3,939.90		063066		3,939.90
0025	MIKE JOHNSON SALES, INC.								
	I-202504163141	MIKE JOHNSON SALES, INC.	R	4/18/2025	32.91		063067		32.91
0078	KRWA - KANSAS RURAL WATER ASSO								
	I-202504173155	KRWA - KANSAS RURAL WATER ASSO	R	4/18/2025	45.00		063068		45.00
0081	KDHE-BUREAU OF WATER								
	I-202504143137	KDHE-BUREAU OF WATER	R	4/18/2025	60.00		063069		60.00
0133	MAYER SPECIALTY SERVICES								
	I-202504163145	MAYER SPECIALTY SERVICES	R	4/18/2025	59,198.40		063070		59,198.40
0150	AT&T MOBILITY								
	I-202504143138	AT&T MOBILITY	R	4/18/2025	907.28		063071		907.28
0232	ICMA/INTERNATIONAL CITY/COUNTY								
	I-202504163148	ICMA/INTERNATIONAL CITY/COUNTY	R	4/18/2025	810.63		063072		810.63
0784	MERIDIAN ANALYTICAL LABS, LLC								
	I-202504163150	MERIDIAN ANALYTICAL LABS, LLC	R	4/18/2025	1,494.00		063073		1,494.00
0799	ELITE FRANCHISING INC DBA JANI								
	I-202504163142	ELITE FRANCHISING INC DBA JANI	R	4/18/2025	225.00		063074		225.00
0824	GALLS, LLC								
	I-202504163151	GALLS, LLC	R	4/18/2025	259.40		063075		259.40
0837	KANSASLAND TIRE								
	I-202504163153	KANSASLAND TIRE	V	4/18/2025	20.00		063076		20.00
0837	KANSASLAND TIRE								
	M-CHECK	KANSASLAND TIRE	VOIDED V	4/18/2025			063076		20.00CR
1004	IMAGINE IT, INC.								
	I-202504163146	IMAGINE IT, INC.	R	4/18/2025	9,113.69		063077		9,113.69
1075	RED EQUIPMENT LLC.								
	I-202504163149	RED EQUIPMENT LLC.	R	4/18/2025	73.04		063078		73.04

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	DATE	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
							NO	STATUS	AMOUNT
1078	FLEXIBLE BENEFIT SERVICE CORPO								
	I-202504143136	FLEXIBLE BENEFIT SERVICE CORPO	R	4/18/2025	214.25		063079		214.25
1118	PYE BARKER FIRE & SAFETY LLC								
	I-202504173156	PYE BARKER FIRE & SAFETY LLC	R	4/18/2025	230.00		063080		230.00
1236	SHORT ELLIOT HENDRICKSON, INC.								
	I-202504163143	SHORT ELLIOT HENDRICKSON, INC.	R	4/18/2025	24,769.11		063081		24,769.11
1286	MCCOWNGORDON CONSTRUCTION, LLC								
	I-202504163154	MCCOWNGORDON CONSTRUCTION, LLC	R	4/18/2025	72,429.75		063082		72,429.75
1403	PARETO HEALTH								
	I-202504163152	PARETO HEALTH	R	4/18/2025	94.00		063083		94.00
1417	ACCESS SYSTEMS LEASING								
	I-202504163147	ACCESS SYSTEMS LEASING	R	4/18/2025	1,976.11		063084		1,976.11
0270	INTRUST CARD CENTER								
	I-202504143139	INTRUST CARD CENTER	R	4/18/2025	4,023.20		063085		4,023.20
0032	AFLAC								
	I-AF 202504013074	SUPPLEMENTAL INSURANCE	R	4/18/2025	123.69		063087		
	I-AF 202504153140	SUPPLEMENTAL INSURANCE	R	4/18/2025	123.69		063087		
	I-AFC202504013074	SUPPLEMENTAL INSURANCE	R	4/18/2025	51.44		063087		
	I-AFC202504153140	SUPPLEMENTAL INSURANCE	R	4/18/2025	51.44		063087		
	I-AFD202504013074	SUPPLEMENTAL INSURANCE	R	4/18/2025	87.16		063087		
	I-AFD202504153140	SUPPLEMENTAL INSURANCE	R	4/18/2025	130.00		063087		
	I-AFL202504013074	SUPPLEMENTAL LIFE INSURANCE	R	4/18/2025	60.10		063087		
	I-AFL202504153140	SUPPLEMENTAL LIFE INSURANCE	R	4/18/2025	60.10		063087		
	I-AFO202504013074	SUPPLEMENTAL INSURANCE	R	4/18/2025	45.89		063087		
	I-AFO202504153140	SUPPLEMENTAL INSURANCE	R	4/18/2025	49.48		063087		782.99
0445	DELTA DENTAL OF KANSAS, INC.								
	I-DDS202504013074	DENTAL INSURANCE	R	4/18/2025	273.30		063088		
	I-DDS202504153140	DENTAL INSURANCE	R	4/18/2025	273.30		063088		
	I-DEC202504013074	DENTAL INSURANCE	R	4/18/2025	249.06		063088		
	I-DEC202504153140	DENTAL INSURANCE	R	4/18/2025	249.06		063088		
	I-DES202504013074	DENTAL INSURANCE	R	4/18/2025	288.64		063088		
	I-DES202504153140	DENTAL INSURANCE	R	4/18/2025	288.64		063088		
	I-DFM202504013074	DENTAL INSURANCE	R	4/18/2025	847.00		063088		
	I-DFM202504153140	DENTAL INSURANCE	R	4/18/2025	956.11		063088		3,425.11

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
0566 SURENCY LIFE AND HEALTH								
I-VEC20250413074	VISION INSURANCE	R	4/18/2025	7.93		063089		
I-VEC202504153140	VISION INSURANCE	R	4/18/2025	7.93		063089		
I-VES20250413074	VISION INSURANCE	R	4/18/2025	9.24		063089		
I-VES202504153140	VISION INSURANCE	R	4/18/2025	9.24		063089		
I-VMC20250413074	VISION INSURANCE	R	4/18/2025	78.12		063089		
I-VMC202504153140	VISION INSURANCE	R	4/18/2025	78.12		063089		
I-VME20250413074	VISION INSURANCE	R	4/18/2025	62.79		063089		
I-VME202504153140	VISION INSURANCE	R	4/18/2025	62.79		063089		
I-VMF20250413074	VISION INSURANCE	R	4/18/2025	185.57		063089		
I-VMF202504153140	VISION INSURANCE	R	4/18/2025	185.57		063089		
I-VMS20250413074	VISION INSURANCE	R	4/18/2025	70.84		063089		
I-VMS202504153140	VISION INSURANCE	R	4/18/2025	72.27		063089		830.41
0014 WICHITA WINWATER WORKS CO.								
I-202504223180	WICHITA WINWATER WORKS CO.	R	4/25/2025	10,263.18		063090		10,263.18
0059 CITY OF WICHITA								
I-202504213172	CITY OF WICHITA	R	4/25/2025	6,272.00		063091		6,272.00
0079 KDHE-DIV OF H & E LABORATORIES								
I-202504213170	KDHE-DIV OF H & E LABORATORIES	R	4/25/2025	480.00		063092		480.00
0113 VALLEY PRINT LOGISTICS								
I-202504213165	VALLEY PRINT LOGISTICS	R	4/25/2025	239.21		063093		239.21
0150 AT&T MOBILITY								
I-202504223179	AT&T MOBILITY	R	4/25/2025	267.64		063094		267.64
0179 INTERLINGUAL INTERPRETING SERV								
I-202504233185	INTERLINGUAL INTERPRETING SERV	R	4/25/2025	129.20		063095		129.20
0196 P E C (PROFESSIONAL ENGINEERIN								
I-202504223175	P E C (PROFESSIONAL ENGINEERIN	R	4/25/2025	29,142.50		063096		29,142.50
0395 VALLEY CENTER HISTORICAL & CUL								
I-202504223182	VALLEY CENTER HISTORICAL & CUL	R	4/25/2025	3,000.00		063097		3,000.00
0437 USA BLUEBOOK								
I-202504223181	USA BLUEBOOK	R	4/25/2025	360.90		063098		360.90
0587 DELL FINANCIAL SERVICES, LLC								
I-202504223178	DELL FINANCIAL SERVICES, LLC	R	4/25/2025	18.70		063099		18.70

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
0799	ELITE FRANCHISING INC DBA JANI							
I-202504243189	ELITE FRANCHISING INC DBA JANI	R	4/25/2025	295.00		063100		295.00
0824	GALLS, LLC							
I-202504233184	GALLS, LLC	R	4/25/2025	170.64		063101		170.64
1073	GORDON CPA LLC							
I-202504213171	GORDON CPA LLC	R	4/25/2025	10,000.00		063102		10,000.00
1140	PEARSON MATERIALS, LLC							
I-202504223177	PEARSON MATERIALS, LLC	R	4/25/2025	550.50		063103		550.50
1162	CUT RATES LAWN CARE LLC							
I-202504213167	CUT RATES LAWN CARE LLC	R	4/25/2025	1,765.00		063104		1,765.00
1360	ABCD TECH							
I-202504213169	ABCD TECH	R	4/25/2025	56.25		063105		56.25
1381	SOUTHARDS WELDING & MFG., INC.							
I-202504223176	SOUTHARDS WELDING & MFG., INC.	R	4/25/2025	625.00		063106		625.00
1414	HIS LIGHT ELECTRIC LLC							
I-202504213164	HIS LIGHT ELECTRIC LLC	R	4/25/2025	1,550.00		063107		1,550.00
1421	FISH WINDOW CLEANING							
I-202504213166	FISH WINDOW CLEANING	R	4/25/2025	477.00		063108		477.00
1445	XPRESS							
I-202504213168	XPRESS	R	4/25/2025	12,265.18		063109		12,265.18
1	RISLEY, VERLYN							
I-000202504233186	RISLEY, VERLYN:	R	4/25/2025	225.00		063110		225.00

* * T O T A L S * *

NO INVOICE AMOUNT DISCOUNTS CHECK AMOUNT

REGULAR CHECKS: 68 673,228.77 0.00 617,172.85

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: 4 VOID DEBITS 0.00
VOID CREDITS 56,055.92CR 56,055.92CR 0.00

TOTAL ERRORS: 0

NO INVOICE AMOUNT DISCOUNTS CHECK AMOUNT

VENDOR SET: 02 BANK: APBK TOTALS: 72 617,172.85 0.00 617,172.85

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
0010	JEREMIAH C. KIRK							
I-202504093128	JEREMIAH C. KIRK	R	4/11/2025	165.00		063039		165.00

0157	KYLE FIEDLER							
I-202504143135	KYLE FIEDLER	R	4/18/2025	69.91		063086		69.91

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2	234.91	0.00	234.91
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
	VOID DEBITS			
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 03				
BANK: APBK				
TOTALS:	2	234.91	0.00	234.91
BANK: APBK				
TOTALS:	74	617,407.76	0.00	617,407.76
REPORT TOTALS:	74	617,407.76	0.00	617,407.76

SELECTION CRITERIA

VENDOR SET: * - All

VENDOR: ALL

BANK CODES: All

FUNDS: All

CHECK SELECTION

CHECK RANGE: 063037 THRU 063110

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

CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99

INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES

PRINT G/L: NO

UNPOSTED ONLY: NO

EXCLUDE UNPOSTED: NO

MANUAL ONLY: NO

STUB COMMENTS: NO

REPORT FOOTER: NO

CHECK STATUS: NO

PRINT STATUS: * - All

CONSENT AGENDA

B. DELINQUENT ACCOUNT REPORT – FEBRUARY 2025:

4/21/2025 2:08 PM

A C C O U N T A G I N G R E P O R T

PAGE: 1

ZONE: ALL
 START: Disconnect, Final, Inactive
 START DATE: 0/00/0000 THRU 99/99/9999
 LAST BILL DATES: 0/00/0000 THRU 99/99/9999
 FINAL DATES: 2/01/2025 THRU 2/28/2025

ACCOUNT NO#	NAME	LAST PAY ST	--CURRENT--	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--BALANCE--
***** BOOK # :0001	TOTAL ACCOUNTS:	0	0.00	0.00	0.00	0.00	0.00	0.00
***** BOOK # :0002	TOTAL ACCOUNTS:	0	0.00	0.00	0.00	0.00	0.00	0.00
03-0008-05	ROGERS, KOREY	4/01/2025 F	114.05					114.05
***** BOOK # :0003	TOTAL ACCOUNTS:	2	114.05	65.48	0.00	0.00	0.00	179.53
04-0		3/12/2025 I						0.00
***** BOOK # :0004	TOTAL ACCOUNTS:	1	0.00	0.00	0.00	0.00	0.00	0.00
***** BOOK # :0005	TOTAL ACCOUNTS:	0	0.00	0.00	0.00	0.00	0.00	0.00
06-0384-98	GREENHEAD HOMES LLC	3/06/2025 F	8.00					8.00
***** BOOK # :0006	TOTAL ACCOUNTS:	1	8.00	0.00	0.00	0.00	0.00	8.00
***** BOOK # :0010	TOTAL ACCOUNTS:	0	0.00	0.00	0.00	0.00	0.00	0.00
11-0093-10	SEIVLEY, JACOB	1/14/2025 F		54.21	125.45	129.27	0.00	308.93
***** BOOK # :0011	TOTAL ACCOUNTS:	1	0.00	54.21	125.45	129.27	0.00	308.93
***** BOOK # :0018	TOTAL ACCOUNTS:	0	0.00	0.00	0.00	0.00	0.00	0.00

4/21/2025 2:08 PM

A C C O U N T A G I N G R E P O R T

PAGE: May 6, 2025 City Council Agenda Page 185
ZONE: ALL
STAT: Disconnect, Final, Inactive
START DATES: 0/00/0000 THRU 99/99/9999
LAST BILL DATES: 2/01/2025 THRU 2/28/2025
FINAL DATES: 0/00/0000 THRU 99/99/9999

CONTRACTS: NO

ACCOUNT NO#	NAME	LAST PAY	ST	--CURRENT--	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--BALANCE--
**** BOOK # :0080	TOTAL ACCOUNTS:	0		0.00	0.00	0.00	0.00	0.00	0.00
REPORT TOTALS	TOTAL ACCOUNTS:	4		0.00	127.69	133.45	189.74	644.41	1095.29

REPORT TOTALS**REVENUE CODE TOTALS**

REVENUE CODE:	--CURRENT--	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--BALANCE--
100-WATER	14.97CR	87.42	49.25	58.06	90.45	270.21
200-SEWER	14.97	21.97	49.33	58.45	94.00	238.72
300-PROT	0.00	0.04	0.09	0.11	0.05	0.29
400-RECONNECT FEE	0.00	1.11	1.11	8.39	89.39	100.00
600-STORMWATER, UTILITY FEE	0.00	3.60	7.30	12.74	64.36	88.00
610-SOLID WASTE	0.00	7.14	15.70	20.21	49.80	92.85
850-PENALTY	0.00	6.41	10.67	31.78	256.36	305.22
TOTALS	0.00	127.69	133.45	189.74	644.41	1095.29
TOTAL REVENUE CODES:	1,095.29					
TOTAL ACCOUNT BALANCE:	1,095.29					
DIFFERENCE:	0.00					

ACCOUNT AGING REPORT

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

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

BOOK:	--CURRENT--					--BALANCE--
	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS		
01-BOOK 01	0.00	0.00	0.00	0.00	0.00	0.00
02-BOOK 02	0.00	0.00	0.00	0.00	0.00	0.00
03-BOOK 03	0.00	65.48	0.00	0.00	0.00	65.48
04-BOOK 04	0.00	0.00	0.00	0.00	0.00	0.00
06-BOOK 06	0.00	0.00	0.00	0.00	0.00	0.00
10-BOOK 10	0.00	0.00	0.00	0.00	0.00	0.00
11-BOOK 11	0.00	62.21	133.45	189.74	644.41	1029.81
18-BOOK 18	0.00	0.00	0.00	0.00	0.00	0.00
20-BOOK 20	0.00	0.00	0.00	0.00	0.00	0.00
80-STORMWATER YEARLY	0.00	0.00	0.00	0.00	0.00	0.00
TOTALS	0.00	127.69	133.45	189.74	644.41	1095.29

ERRORS: 000

SELECTION CRITERIA

REPORT OPTIONS

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

BALANCE SELECTION

SELECTION:

ALL
 RANGE: 999999.99CR THRU 999999.99

AGES TO TEST:

ALL

INCLUDE ZERO BALANCES:

Include Accts w/Revenue Code Balances

DATE SELECTION

CUSTOMER DATES:

YES

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

LAST BILL DATE: 2/01/2025 THRU 2/28/2025

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

TRANSACTION DETAIL

PRINT TRANSACTION DETAIL:

NO

OLDEST TRANSACTION DATE: 99/99/9999

PRINT OPTION

TOTALS ONLY:

NO

CONTRACTS:

NO

PRINT SEQUENCE:

ACCOUNT NUMBER

COMMENT CODES:

None

*** END OF REPORT ***

CONSENT AGENDA

C. PLANNING AND ZONING BOARD MINUTES–APRIL 22, 2025:

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

Tuesday, April 22, 2025 7:00 P.M.

CALL TO ORDER: Vice Chair, Paul Spranger, called the meeting to order at 7:00 P.M. with the following board members present: Amy Bradley, Steve Conway, Scot Phillips, and Dalton Wilson.

Members Absent: Gary Janzen, Rick Shellenbarger

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

Audience: Matthew Tucker, Kitt Noah, Betty Whitted, Doug Cunningham, Chuck Potter, Feryl Potter, Gina Gregory, Jim Gregory, Jordan Noone, Deeanna Loibl, Mary Aspenson
Bob Blanton, June Blanton, John Farrington, Barb Farrington, Kevin Moler, Jeanne Grauerholz, James Grauerholz, Bret Loibl, Donna Rosbach, Michael Rosbach, Jon Bennett, Ashley Benett, Paul Hajdu, Shuvai Chambwe, Munashe Chipezeze, Joshua Copp, Nathaniel Hinkel, Kirk Miller, Bryan McDowell, Lee Calvert, Sergio Del Valle, Diane Spranger, Tyler Sherhod

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

APPROVAL OF DRAFT MINUTES: Spranger made a motion to approve March 25, 2025, meeting minutes. The motion was seconded by Wilson. Motion passed unanimously.

COMMUNICATIONS: none

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

1. Review of MAPC CON2025-00057: Conditional Use request in the County for an Accessory Apartment on property zoned RR Rural Residential District, generally located on the east side of Ross Avenue and 460 feet south of West 89th Street North (8912 Ross Avenue).

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

Fiedler introduced Philip Zevenbergen with the Metropolitan Area Planning Department, who gave a summary of his staff report. This item is in the Valley Center Area of Influence and was presented to Planning and Zoning for a recommendation prior to going before the Metropolitan Area Planning Commission. Fiedler shared the staff recommendation is to make a favorable recommendation to MAPC for approval.

Spranger closed the hearing for comments from the public: 7:14 PM

Based on the City Staff recommendations, public comments, and discussion by the Board of Zoning Appeals, Bradley made a motion to approve CON2025-00057. Motion was seconded by Conway. The vote was unanimous. Motion passed.

2. Review of RZ-2025-02, application of I2 Investments LLC, pursuant to City Code 17.11, who is petitioning for a rezoning of land that is currently zoned R-1B, which is the City's designation for a single-family district, to R-2, which is the City's designation for a two-family district. The property is currently addressed at 328 N Birch Ave, Valley Center, KS 67147.

Spranger opened the hearing for comments from the public: 7:19 PM

Fiedler gave a summary of his staff report. The subject property is in a predominantly R-1B zoned neighborhood, however, there are some two-family and multi-family zone lots nearby. Notices were sent to the property owners within 200 feet as well as published in the *Ark Valley News*. Staff received 1 phone call in opposition to this application regarding the applicant's intent to have two duplexes on the lot. Staff recommended approval of this application due to the Comprehensive Plan 2025-2035 recognizing that more diverse housing is needed in Valley Center, as well as that there are other two-family and multi-family lots within a block in either direction of the subject property. Staff also recommend approval based on prior hearings on this item where the neighbors expressed their desire for R-2 over R-3 for this lot.

Matthew Tucker, agent for the applicant, addressed the board.

Kitt Noah spoke in opposition, stating concerns about the increasing number of vehicles on the street and the growing presence of duplexes.

Tyler Sherhod spoke in opposition, stating concerns about property value decreases and increased traffic.

Lee Calvert spoke in opposition, stating concerns of traffic congestion and noted that unlike other duplexes in the neighborhood which are located on corner lots, this lot is not.

Brian McDowell spoke in opposition, stating that the area is already congested and that approving this application would only increase the problem. He added that if duplexes are going to be built, they should do so in the part of town where most new duplexes are being constructed.

Bradley asked about the barn located on the property. Fiedler shared that it is across property lines. Brian McDowell who owns part of it said that if the applicant wanted to take it down that would be something they would have to address.

Spranger closed the hearing for comments from the public: 7:31 PM

Fiedler reiterated the rezone to R-2 is only matter to be considered tonight. Any future intentions of the applicant discussed this evening would be a matter for Planning and Zoning at a future hearing.

Wilson wanted to know how the requested zoning of R-2 was different than what was denied by Council. Fiedler stated that the previous request was for R-3 which would allow 3 or 4 units on the property, and the consensus from the Council and the public comments was that R-2 would

be a better fit. R-2 will allow for one two-family structure. If the property owner chooses to do a lot split, that would be a separate item for Planning and Zoning.

Matthew Tucker addressed comments made. Currently there is no driveway for off-street parking, any new building would be required to have this, which would alleviate some of the street parking. He also said that in R-2 the most that could be built is a duplex and the setbacks are the same as R-1B, where R-3 and R-4 allow for more units to be built and have different setbacks. He addressed that as this neighborhood was originally platted for 50 foot wide lots that this property could have had three structures already on it and the total intention of the property owner would be one more unit than originally allowed.

Based on the City Staff recommendations, public comments, and discussion by the Board of Zoning Appeals, Wilson made a motion to approve RZ-2025-02. Motion was seconded by Conway. Motion passed 4 to 1 with Spranger opposed.

3. Review of RZ-2025-04, application of City of Valley Center, pursuant to City Code 17.11, who is petitioning for a rezoning of land that is currently zoned C-2, which is the City's designation for a general business district, to R-3, which is the City's designation for multi-family residential district. The property is currently unaddressed, located Northeast of the new REC Center at the future intersection of Emporia Ave and Northwind Dr, Valley Center, KS 67147.

Spranger opened the hearing for comments from the public: 7:46 PM

Fiedler reviewed his staff report. The property is currently zoned C-2, which was designated when the property was platted. As this development progresses, the City felt this property would be better suited for R-3 zoning as the majority of neighboring parcels are zoned R-2. R-3 allows for residential uses, such as apartments and senior living facilities. Notices were sent to the property owners within 200 feet as well as published in the *Ark Valley News*. Staff did not receive any communications from the public on this rezoning. Staff recommended approval of this application due to the Comprehensive Plan 2025-2035 recognizing that more diverse housing is needed in Valley Center.

Spranger closed the hearing for comments from the public: 7:47 PM

Based on the City Staff recommendations, public comments, and discussion by the Planning and Zoning Board, Wilson made a motion to approve RZ-2025-04. Motion was seconded by Phillips. The vote was unanimous. Motion passed.

4. Review of SD-2025-02, application of KE Miller Engineering, pursuant to City Code 16.04, who is petitioning for approval of a preliminary plat for land currently unaddressed, located Northwest of the intersection of High Point Rd and East Point Rd in Valley Center, KS 67147.

Spranger opened the hearing for comments from the public: 7:53 PM

Fiedler reviewed his staff report. The parcel that is proposed to be subdivided is currently zoned RR-1, as are the surrounding properties. The proposal is to subdivide the 5-acre tract into 5 1-acre tracts. The surrounding properties vary in size from approximately .75 acres to 5.5 acres. The preliminary plat submitted meets the City's Subdivision Regulations and Zoning Regulations for RR-1. Notices were sent to the property owners within 200 feet as well as published in the *Ark Valley News*. Staff received communications from six people, 3 of which sent in letters in opposition, which were provided to the Planning and Zoning Board at the meeting. The City Staff Review Team provided comments to the agent for the applicant, which were made and reflected in the preliminary plat. Staff are recommending approval of the preliminary plat.

Kirk Miller, agent for the applicant, reviewed the preliminary plat, that it was designed to meet our subdivision regulations and requested that the Planning and Zoning board remember that they are looking at the subdivision regulations when considering the preliminary plat.

Spranger shared that he has had ex parte communications on this item, it was confirmed that Spranger does not have ownership in the property in question, so he can vote on the item.

Paul Hadju said the neighbors use this property as a park and that residents in Fiddler's Creek should be asked their opinions on this as well. He also stated that this will stress the wells in the area. His opinion was that the narrow road would not support the subdivision. He also stated that the neighborhood has a lot of wildlife. He requests that they vote in opposition of the preliminary plat.

Chuck Potter would like to preserve the ambiance of the neighborhood. He requests that they reduce the preliminary plat to three lots instead of five.

Mary Aspenson is concerned about the road; the width of the road is hard for two vehicles to pass each other. She thought that the addition of five homes would add at least 10 cars to the traffic each day, they would have large driveways, and the five homes would make the neighborhood not unique anymore.

Shuvai Chambwe is concerned with the east lot because of the curve in the road and is unsure if the location of a driveway will be safe. In the center portion of the neighborhood there are five homes currently, the addition of five more homes would change the neighborhood. She also was concerned about septic tanks on the properties affecting the water quality of her well.

Sergio Del Valle was concerned about the additional traffic on the roads and strain on the infrastructure. Construction will disrupt the tranquility of the neighborhood.

Jim Gregory wanted to preserve the wildlife and space for neighbors to get out and enjoy the outdoors. He was concerned about the quality of buildings that would go in. He also talked about the road structure and drainage that might need to be addressed with the addition of these lots.

Bret Loibl is against the 1-acre sized because it is inconsistent with the others in the “island,” he is okay with two parcels. He said that the setbacks for the larger parcels should be 130 feet as their covenants require that.

Kevin Moler said the neighborhood is historic and there are other areas of town where growth is occurring, and it doesn’t need to be in their neighborhood.

Deeanna Loibl she thinks that the lots should be bigger in size to keep the area more open. She thinks that this is setting precedents for the other open lots in the neighborhood. She is concerned about infrastructure in place.

Gina Gregory thought they had to have five acres to build, she supported the comments of those that have spoke before her.

Bob Blanton is opposed to five homes, he requests that it is limited to two or three homes and would like to see a minimum size restriction and setback increased to 50 or 75 feet.

Feryl Potter would like to see the subdivision be for two or three houses.

Bob Grauerholz was concerned about safety and property values, and is opposed to the plat, five lots is too many, three would be okay.

Nathaniel Hinkle thinks a maximum of three lots would be more appropriate. He reviewed his opinion on the golden rules for zoning. He stated concerns about the infrastructure, the blind spot caused by a tree on East Point Road.

John Farrington is concerned about the precedence it sets for the neighborhood. The addition of five houses will change the character of the neighborhood. He had concerns about the width and condition of the roads.

Joshua Copp is concerned about the road width and infrastructure with all of the extra traffic.

Diane Spranger spoke on the size of the lots on the west side of High Point, she also was concerned that the homes built in the new lots would be spec homes in the middle of custom-built homes.

Jon Bennett is concerned if this is subdivided, what could happen with the other two 5-acre lots that are currently undeveloped. He would like to see it “knocked down a couple houses.”

Kirk Miller shared that this is private property, that many of the neighbors have shared that they use the property and asked that they respect the rights of the property owner. He mentioned many of the comments made this evening would pertain to a zoning case, but the property is already zoned the same as those that surround it. He reminded that the golden rules addressed previously were for zoning, not platting.

Spranger closed the hearing for comments from the public: 8:42 PM

Fiedler stated that he had been provided copies of covenants on the neighborhood, some just at the beginning of the meeting. He stated the City does not enforce covenants, but he did go ahead and review the covenants, of which he could not find anything that this preliminary plat conflicted with of the covenants. He also spent time with staff of the County Clerk and Register of Deeds Office, who could not find these covenants filed on the parcel in question or a Homeowners Association.

Spranger asked if they should table this to allow time to have staff talk with the applicant.

Wilson wanted to know if Fiedler had time to review the covenants that were provided to him prior to the meeting. Fiedler did not see a size requirement in the covenants that was bigger than the proposed lots. Fiedler reiterated that the City does not enforce covenants, but the staff recommendation to approve is based on the preliminary plat compliance with our subdivision regulations.

Philips requested confirmation on the road width and blind spot. Fiedler stated that the road was about 30-foot wide and was not sure if there was road right of way. Fiedler also commented on the blind corner that was mentioned by residents is actually a curve in the road, so it is not subject to the typical vision triangle, however if it is causing issues, code enforcement could look at having the property owner to trim the tree.

Spranger wanted to know the speed limit on the streets in the neighborhood. The speed limit is 30 MPH, unless otherwise posted on residential streets.

Wilson wanted to know if the street has to be rebuilt, what is the protocol. Fiedler could not speak to our street maintenance program as that falls under public works. Fiedler mentioned if the neighborhood wanted to have the street reconstructed, they could potentially pay specials for the road. Administrator Clark confirmed that there is road right of way existing today.

Clark also reminded the board that they are looking at the preliminary plat and if it meets the subdivision regulations. Many of the other items discussed this evening are issues that are not pertaining to the preliminary plat. He was not sure if specials have ever been spread on these properties and that would determine if specials could be spread for improvements, if the neighborhood wanted them.

Philips asked if there were regulations as to how soon after a property was sold that a structure needs to be built. Fiedler said that the City does not have any regulations for that. The covenants he was presented, however, did require that building start within two years of the sale of the property, which hasn't happened on several lots.

Philips also asked if the property was ever a park, as many of the residents referred to it as one. Fiedler was not aware of any time when the property was a public park, that it has always been private property.

Based on the City Staff recommendations, public comments, and discussion by the Planning and Zoning Board, Wilson made a motion to approve SD-2025-02. Motion was seconded by Phillips. Motion passed 4 to 1 with Spranger voting in opposition.

5. Review of SP-2025-05, application of Alloy Architecture, pursuant to City Code 17.12, who is petitioning to add 31,000 sq ft of structures to the Valley Center High School Site, the property is currently addressed as 9600 N Meridian, Valley Center, KS 67147.

Spranger opened the hearing for comments from the public: 9:07 PM

Fiedler gave a summary of his staff report. The applicant plans to add on to the existing high school as well as construct a new supplemental learning center building. The City Review Team provided comments on the Site Plan and the applicant made those changes. Notices were sent to the property owners within 200 feet in the City and 1,000 feet in the County as well as published in the *Ark Valley News*. Staff received 2 inquiries on this site plan, the general information about the project was provided. Staff are recommending approval of this Site Plan.

Spranger closed the hearing for comments from the public: 9:08 PM

Based on the City Staff recommendations, public comments, and discussion by the Planning and Zoning Board, Wilson made a motion to approve SP-2025-05. Motion was seconded by Bradley. The vote was unanimous. Motion passed .

OLD/UNFINISHED BUSINESS: none

NEW BUSINESS: none

STAFF REPORTS: There are three applications on the agenda for the May 27, 2025 meeting.

ITEMS BY PLANNING AND ZONING BOARD/BZA MEMBERS:

Gary Janzen - absent
 Paul Spranger – none
 Rick Shellenbarger – absent
 Phillips - none
 Steve Conway - none
 Dalton Wilson – none
 Amy Bradley – none

ADJOURNMENT OF THE PLANNING AND ZONING BOARD/BOARD OF ZONING APPEALS MEETING: At 9:10 P.M., a motion was made by Spranger to adjourn and seconded by Phillips. The vote was unanimous, and the meeting was adjourned.

Respectfully submitted,

/s/ Kyle Fiedler, Secretary

Gary Janzen, Chairperson

CONSENT AGENDA

D. CHECK RECONCILIATION –JANUARY 2025:

COMPANY: 999 - POOLED CASH FUND
 ACCOUNT: 1000-001.000 POOLED CASH
 TYPE: Bank Draft, Check
 STATUS: All
 FOLIO: All

CHECK DATE: 1/**May 6, 2025** City Council Agenda Page 199
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT---	STATUS	FOLIO	CLEAR DATE
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BANK DRAFT:

1000-001.000	1/10/2025	BANK-DRAFT001972	KANSAS DEPT OF REVENUE	5,779.32CR	POSTED	A	1/13/2025	
1000-001.000	1/10/2025	BANK-DRAFT001973	KANSAS PAYMENT CENTER	621.00CR	POSTED	A	1/07/2025	
1000-001.000	1/10/2025	BANK-DRAFT001974	KPERS	28,938.87CR	POSTED	A	1/31/2025	
1000-001.000	1/10/2025	BANK-DRAFT001975	EMPOWER FINANCIAL	3,532.27CR	POSTED	A	1/14/2025	
1000-001.000	1/10/2025	BANK-DRAFT001976	IRS- DEPARTMENT OF THE TREASUR	27,165.39CR	POSTED	A	1/13/2025	
1000-001.000	1/10/2025	BANK-DRAFT001977	MID AMERICAN CREDIT UNION	1,880.76CR	POSTED	A	1/07/2025	
1000-001.000	1/24/2025	BANK-DRAFT001978	KANSAS DEPT OF REVENUE	5,884.16CR	POSTED	A	1/27/2025	
1000-001.000	1/24/2025	BANK-DRAFT001979	KANSAS PAYMENT CENTER	621.00CR	POSTED	A	1/22/2025	
1000-001.000	1/24/2025	BANK-DRAFT001980	KPERS	28,327.70CR	POSTED	A	1/27/2025	
1000-001.000	1/24/2025	BANK-DRAFT001981	EMPOWER FINANCIAL	3,394.00CR	POSTED	A	1/28/2025	
1000-001.000	1/24/2025	BANK-DRAFT001982	IRS- DEPARTMENT OF THE TREASUR	27,540.66CR	POSTED	A	1/27/2025	
1000-001.000	1/24/2025	BANK-DRAFT001983	MID AMERICAN CREDIT UNION	1,880.76CR	POSTED	A	1/22/2025	
1000-001.000	1/31/2025	BANK-DRAFT	KANSAS GAS SERVICE	6,609.14CR	POSTED	A	1/31/2025	
1000-001.000	1/31/2025	BANK-DRAFT000001	EVERGY KANSAS CENTRAL, INC.	23,374.34CR	POSTED	A	1/24/2025	
1000-001.000	1/31/2025	BANK-DRAFT000002	KANSAS DEPT OF REVENUE	1,067.25CR	POSTED	A	1/28/2025	
1000-001.000	1/31/2025	BANK-DRAFT000003	WEX BANK	5,576.33CR	POSTED	A	1/24/2025	
1000-001.000	1/31/2025	BANK-DRAFT000004	ENTERPRISE FLEET MANAGEMENT	27,145.71CR	POSTED	A	1/22/2025	
1000-001.000	1/31/2025	BANK-DRAFT000005	IMA	33,597.59CR	POSTED	A	1/30/2025	
1000-001.000	1/31/2025	BANK-DRAFT002017	FLEXIBLE BENEFIT SERVICE CORPO	6,191.71CR	POSTED	A	1/31/2025	
1000-001.000	1/31/2025	BANK-DRAFT002026	ALLIED BENEFIT-ATF2	VOIDED	121,379.81CR	VOIDED	A	1/31/2025
1000-001.000	1/31/2025	BANK-DRAFT002027	ALLIED BENEFIT-ATF2		121,379.81CR	POSTED	A	1/31/2025
1000-001.000	1/31/2025	BANK-DRAFT002041	KANSAS EMPLOYMENT SECURITY	884.72CR	POSTED	A	1/17/2025	

CHECK:

1000-001.000	1/10/2025	CHECK	057567	CITY OF NEWTON	200.00CR	POSTED	A	1/14/2025
1000-001.000	1/10/2025	CHECK	057568	MIES CONSTUCTION INC	215,103.75CR	POSTED	A	1/14/2025
1000-001.000	1/10/2025	CHECK	057569	JCI INDUSTRIES INC	15,231.00CR	POSTED	A	1/14/2025
1000-001.000	1/10/2025	CHECK	057570	ARK VALLEY NEWS	329.16CR	POSTED	A	1/15/2025
1000-001.000	1/10/2025	CHECK	057571	KANSAS ONE-CALL SYSTEM, INC	217.20CR	POSTED	A	1/22/2025
1000-001.000	1/10/2025	CHECK	057572	CITY OF WICHITA	30.60CR	POSTED	A	1/13/2025
1000-001.000	1/10/2025	CHECK	057573	USA BLUEBOOK	939.86CR	POSTED	A	1/16/2025
1000-001.000	1/10/2025	CHECK	057574	DAVE BOWMAN, PH.D.	400.00CR	POSTED	A	1/17/2025
1000-001.000	1/10/2025	CHECK	057575	WORKFORCE ALLIANCE OF SOUTH CE	1,958.00CR	POSTED	A	1/16/2025
1000-001.000	1/10/2025	CHECK	057576	RENTAL RANCH LLC	442.10CR	POSTED	A	1/14/2025
1000-001.000	1/10/2025	CHECK	057577	WICHITA KENWORTH	19.98CR	POSTED	A	1/13/2025
1000-001.000	1/10/2025	CHECK	057578	MCCOWNGORDON CONSTRUCTION, LLC	620,706.95CR	POSTED	A	1/15/2025
1000-001.000	1/10/2025	CHECK	057579	BRADY NURSERY	2,560.00CR	POSTED	A	1/15/2025
1000-001.000	1/10/2025	CHECK	057580	BARRY ARBUCKLE	800.00CR	POSTED	A	1/14/2025
1000-001.000	1/10/2025	CHECK	057581	LARRY LINN	1,700.00CR	POSTED	A	1/15/2025
1000-001.000	1/10/2025	CHECK	057582	KANSAS DEPT OF REVENUE	75.00CR	POSTED	A	1/16/2025
1000-001.000	1/10/2025	CHECK	057583	KANSAS MUNICIPAL UTILITIES	1,708.00CR	POSTED	A	1/14/2025
1000-001.000	1/10/2025	CHECK	057584	MIES CONSTUCTION INC	302,787.80CR	POSTED	A	1/14/2025
1000-001.000	1/10/2025	CHECK	057585	VALLEY PRINT LOGISTICS	750.67CR	POSTED	A	1/14/2025
1000-001.000	1/10/2025	CHECK	057586	BEALL & MITCHELL, LLC	1,850.00CR	POSTED	A	1/17/2025

COMPANY: 999 - POOLED CASH FUND
 ACCOUNT: 1000-001.000 POOLED CASH
 TYPE: Bank Draft, Check
 STATUS: All
 FOLIO: All

CHECK DATE: 1/**May 6, 2025** City Council Agenda Page 200
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
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CHECK:

1000-001.000	1/10/2025	CHECK	057587	SEDGWICK COUNTY ASSOCIATVOIDED	100.00CR	VOIDED	A	1/10/2025
1000-001.000	1/10/2025	CHECK	057588	SEDWICK COUNTY	655.52CR	POSTED	A	1/14/2025
1000-001.000	1/10/2025	CHECK	057589	CHRISTOPHER MICHAEL LEE DAVIS,	125.00CR	POSTED	A	1/21/2025
1000-001.000	1/10/2025	CHECK	057590	WICHITA AREA METROPOLITAN PLAN	620.37CR	POSTED	A	1/14/2025
1000-001.000	1/10/2025	CHECK	057591	JOY K. WILLIAMS, ATTORNEY AT L	1,350.00CR	CLEARED	A	2/10/2025
1000-001.000	1/10/2025	CHECK	057592	MABCD	60.00CR	POSTED	A	1/16/2025
1000-001.000	1/10/2025	CHECK	057593	ELITE FRANCHISING INC DBA JANI	1,866.40CR	POSTED	A	1/14/2025
1000-001.000	1/10/2025	CHECK	057594	GALLS, LLC	134.09CR	POSTED	A	1/21/2025
1000-001.000	1/10/2025	CHECK	057595	TARGET SOLUTIONS LEARNING LLC	1,234.80CR	POSTED	A	1/17/2025
1000-001.000	1/10/2025	CHECK	057596	EMPAC, INC	235.50CR	POSTED	A	1/15/2025
1000-001.000	1/10/2025	CHECK	057597	IMAGINE IT, INC.	10,423.69CR	POSTED	A	1/14/2025
1000-001.000	1/10/2025	CHECK	057598	ARC PHYSICAL THERAPY PLUS LP	70.00CR	POSTED	A	1/14/2025
1000-001.000	1/10/2025	CHECK	057599	KANSAS MOBILE THRONE VOIDED	150.00CR	VOIDED	A	1/10/2025
1000-001.000	1/10/2025	CHECK	057600	MOUNTAINLAND SUPPLY COMPANY	1,887.02CR	POSTED	A	1/17/2025
1000-001.000	1/17/2025	CHECK	057601	AT&T MOBILITY	907.28CR	POSTED	A	1/23/2025
1000-001.000	1/17/2025	CHECK	057602	PITNEY BOWES GLOBAL FINANCIAL	174.00CR	POSTED	A	1/28/2025
1000-001.000	1/17/2025	CHECK	057603	SCOTT - MERRIMAN INCORPORATED	448.20CR	POSTED	A	1/24/2025
1000-001.000	1/17/2025	CHECK	057604	CRAFCO, INC	60.00CR	POSTED	A	1/27/2025
1000-001.000	1/17/2025	CHECK	057605	AMERICAN WATER WORKS ASSOCIATI	375.00CR	POSTED	A	1/23/2025
1000-001.000	1/17/2025	CHECK	057606	SHORT ELLIOT HENDRICKSON, INC.	14,300.00CR	POSTED	A	1/23/2025
1000-001.000	1/17/2025	CHECK	057607	WORKSTEPS, INC.	150.00CR	POSTED	A	1/29/2025
1000-001.000	1/17/2025	CHECK	057608	RUNYON, CATHY	300.00CR	POSTED	A	1/21/2025
1000-001.000	1/17/2025	CHECK	057609	LLOYD C. NEWMAN VOIDED	137.00CR	VOIDED	A	1/17/2025
1000-001.000	1/17/2025	CHECK	057610	WICHITA WINWATER WORKS CO.	1,451.62CR	POSTED	A	1/22/2025
1000-001.000	1/17/2025	CHECK	057611	KANSAS DEPT REVENUE	1,841.21CR	CLEARED	A	2/06/2025
1000-001.000	1/17/2025	CHECK	057612	KANSAS OFFICE OF THE TREASURER	1,126.86CR	POSTED	A	1/22/2025
1000-001.000	1/17/2025	CHECK	057613	KANSAS MUNICIPAL JUDGES' ASSOC	25.00CR	POSTED	A	1/22/2025
1000-001.000	1/17/2025	CHECK	057614	VALLEY PRINT LOGISTICS	2,442.87CR	POSTED	A	1/22/2025
1000-001.000	1/17/2025	CHECK	057615	CITY ATTORNEYS ASSN OF KS	35.00CR	POSTED	A	1/23/2025
1000-001.000	1/17/2025	CHECK	057616	KANSAS MAYORS ASSOCIATION	50.00CR	POSTED	A	1/23/2025
1000-001.000	1/17/2025	CHECK	057617	WICHITA STATE UNIVERSITY	75.00CR	POSTED	A	1/27/2025
1000-001.000	1/17/2025	CHECK	057618	BRYAN'S HEATING & AIR CONDITIO	7,859.25CR	POSTED	A	1/22/2025
1000-001.000	1/17/2025	CHECK	057619	WICHITA KENWORTH	1,326.70CR	POSTED	A	1/21/2025
1000-001.000	1/17/2025	CHECK	057620	DITCH WITCH UNDERCON	50.12CR	POSTED	A	1/21/2025
1000-001.000	1/17/2025	CHECK	057621	CHENEY DOOR COMPANY	872.45CR	POSTED	A	1/21/2025
1000-001.000	1/17/2025	CHECK	057622	GALLS, LLC	493.55CR	POSTED	A	1/27/2025
1000-001.000	1/17/2025	CHECK	057623	PATTON TERMITE & PEST CONTROL	2,220.00CR	POSTED	A	1/23/2025
1000-001.000	1/17/2025	CHECK	057624	KANSAS ASSOCIATION OF CITY/COU	200.00CR	POSTED	A	1/23/2025
1000-001.000	1/17/2025	CHECK	057625	FLEXIBLE BENEFIT SERVICE CORPO	348.25CR	CLEARED	A	2/14/2025
1000-001.000	1/17/2025	CHECK	057626	WASTE CONNECTIONS OF KANVOIDED	46,159.64CR	VOIDED	A	1/17/2025
1000-001.000	1/17/2025	CHECK	057627	FLEET FUELS LLC	1,193.79CR	POSTED	A	1/22/2025
1000-001.000	1/17/2025	CHECK	057628	SHORT ELLIOT HENDRICKSON, INC.	80,503.38CR	POSTED	A	1/23/2025
1000-001.000	1/17/2025	CHECK	057629	ABCD TECH	15.00CR	POSTED	A	1/28/2025
1000-001.000	1/17/2025	CHECK	057630	LAMPTON WELDING SUPPLY CO., IN	84.95CR	POSTED	A	1/21/2025

COMPANY: 999 - POOLED CASH FUND
 ACCOUNT: 1000-001.000 POOLED CASH
 TYPE: Bank Draft, Check
 STATUS: All
 FOLIO: All

CHECK DATE: 1/**May 6, 2025** City Council Agenda Page 201
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
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CHECK:

1000-001.000	1/17/2025	CHECK	057631	SITEONE LANDSCAPE SUPPLY	2,397.76CR	POSTED	A	1/27/2025
1000-001.000	1/17/2025	CHECK	057632	IDEATEK TELECOM, LLC.	1,760.68CR	POSTED	A	1/21/2025
1000-001.000	1/17/2025	CHECK	057633	MOUNTAINLAND SUPPLY COMPANY	36.73CR	POSTED	A	1/27/2025
1000-001.000	1/17/2025	CHECK	057634	LLOYD C. NEWMAN	137.00CR	POSTED	A	1/21/2025
1000-001.000	1/17/2025	CHECK	057635	AMBER CRABBS	240.00CR	POSTED	A	1/21/2025
1000-001.000	1/17/2025	CHECK	057636	INTRUST CARD CENTER	9,709.15CR	POSTED	A	1/22/2025
1000-001.000	1/24/2025	CHECK	057637	AFLAC	736.58CR	CLEARED	A	2/04/2025
1000-001.000	1/24/2025	CHECK	057638	DELTA DENTAL OF KANSAS, INC.	2,965.50CR	POSTED	A	1/31/2025
1000-001.000	1/24/2025	CHECK	057639	SURENCY LIFE AND HEALTH	791.81CR	POSTED	A	1/30/2025
1000-001.000	1/24/2025	CHECK	057640	VALLEY CENTER PUBLIC LIBRARY	180,492.69CR	POSTED	A	1/29/2025
1000-001.000	1/24/2025	CHECK	057641	VALLEY PRINT LOGISTICS	766.08CR	POSTED	A	1/29/2025
1000-001.000	1/24/2025	CHECK	057642	AT&T MOBILITY	257.45CR	POSTED	A	1/29/2025
1000-001.000	1/24/2025	CHECK	057643	P E C (PROFESSIONAL ENGINEERIN	52,970.30CR	POSTED	A	1/27/2025
1000-001.000	1/24/2025	CHECK	057644	CORE & MAIN	1,126.20CR	CLEARED	A	2/04/2025
1000-001.000	1/24/2025	CHECK	057645	MABCD	50.00CR	POSTED	A	1/29/2025
1000-001.000	1/24/2025	CHECK	057646	ELITE FRANCHISING INC DBA JANI	295.00CR	POSTED	A	1/30/2025
1000-001.000	1/24/2025	CHECK	057647	GALLS, LLC	573.05CR	POSTED	A	1/31/2025
1000-001.000	1/24/2025	CHECK	057648	ENDURA	977.20CR	POSTED	A	1/29/2025
1000-001.000	1/24/2025	CHECK	057649	IMAGINE IT, INC.	8,681.23CR	POSTED	A	1/28/2025
1000-001.000	1/24/2025	CHECK	057650	KAESER COMPRESSORS, INC.	1,707.55CR	POSTED	A	1/31/2025
1000-001.000	1/24/2025	CHECK	057651	C & H OUTDOOR, LLC	18,532.50CR	POSTED	A	1/27/2025
1000-001.000	1/24/2025	CHECK	057652	NNDDA	200.00CR	CLEARED	A	2/13/2025
1000-001.000	1/24/2025	CHECK	057653	PARETO HEALTH	94.00CR	POSTED	A	1/31/2025
1000-001.000	1/24/2025	CHECK	057654	ACCESS SYSTEMS LEASING	2,082.55CR	POSTED	A	1/29/2025
1000-001.000	1/24/2025	CHECK	057655	T & W TIRE, LLC.	1,900.89CR	POSTED	A	1/31/2025
1000-001.000	1/24/2025	CHECK	057656	CENTRAL SAND COMPANY, INC.	1,208.05CR	POSTED	A	1/30/2025
1000-001.000	1/24/2025	CHECK	057657	KIOWA COUNTY SHERIFF'S OFFICE	456.84CR	POSTED	A	1/29/2025
1000-001.000	1/24/2025	CHECK	057658	DALTON STINEMAN	111.60CR	POSTED	A	1/24/2025
1000-001.000	1/28/2025	CHECK	057659	THE HALSTEAD BANK	33,151.23CR	POSTED	A	1/29/2025

TOTALS FOR ACCOUNT 1000-001	CHECK	TOTAL:	1,676,358.20CR
	DEPOSIT	TOTAL:	0.00
	INTEREST	TOTAL:	0.00
	MISCELLANEOUS	TOTAL:	0.00
	SERVICE CHARGE	TOTAL:	0.00
	EFT	TOTAL:	0.00
	BANK-DRAFT	TOTAL:	482,772.30CR

TOTALS FOR POOLED CASH FUND	CHECK	TOTAL:	1,676,358.20CR
	DEPOSIT	TOTAL:	0.00
	INTEREST	TOTAL:	0.00
	MISCELLANEOUS	TOTAL:	0.00
	SERVICE CHARGE	TOTAL:	0.00
	EFT	TOTAL:	0.00
	BANK-DRAFT	TOTAL:	482,772.30CR

CONSENT AGENDA

E. REVENUE AND EXPENSE REPORT –JANUARY 2025:

CITY OF VALLEY CENTER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

010-GENERAL FUND

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
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REVENUE SUMMARY

TAXES	1,946,585.00	956,597.65	0.00	956,597.65	0.00	989,987.35	49.14
INTERGOVERNMENTAL	820,000.00	70,196.16	0.00	70,196.16	0.00	749,803.84	8.56
LICENSES & PERMITS	828,196.00	45,581.38	0.00	45,581.38	0.00	782,614.62	5.50
CHARGES FOR SERVICES	6,090.00	1,000.00	0.00	1,000.00	0.00	5,090.00	16.42
FINES & FORFEITURES	166,860.00	10,532.48	0.00	10,532.48	0.00	156,327.52	6.31
USE OF MONEY & PROPERTY	70,000.00	21,204.30	0.00	21,204.30	0.00	48,795.70	30.29
OTHER REVENUES	68,000.00	51,375.54	0.00	51,375.54	0.00	16,624.46	75.55
MISCELLANEOUS	166,000.00	793.85	0.00	793.85	0.00	165,206.15	0.48
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISC TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	4,071,731.00	1,157,281.36	0.00	1,157,281.36	0.00	2,914,449.64	28.42

EXPENDITURE SUMMARYADMINISTRATION

PERSONNEL SERV. & BENEF.	485,453.00	44,404.47	0.00	44,404.47	0.00	441,048.53	9.15
CONTRACTUAL SERVICES	234,221.00	17,434.52	0.00	17,434.52	6.00	216,780.48	7.45
COMMODITIES	11,515.00	873.25	0.00	873.25	0.00	10,641.75	7.58
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	9,000.00	961.08	0.00	961.08	0.00	8,038.92	10.68
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	209,963.00	132.73	0.00	132.73	0.00	209,830.27	0.06
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ADMINISTRATION	950,152.00	63,806.05	0.00	63,806.05	6.00	886,339.95	6.72

LEGAL & MUNICIPAL COURT

PERSONNEL SERV. & BENEF.	55,264.58	4,484.70	0.00	4,484.70	0.00	50,779.88	8.11
CONTRACTUAL SERVICES	102,930.00	8,673.89	0.00	8,673.89	5.43	94,250.68	8.43
COMMODITIES	700.00	8.49	0.00	8.49	0.00	691.51	1.21
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	309.18	0.00	309.18	0.00	(309.18)	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	26,000.00	0.00	0.00	0.00	0.00	26,000.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL LEGAL & MUNICIPAL COURT	184,894.58	13,476.26	0.00	13,476.26	5.43	171,412.89	7.29

CITY OF VALLEY CENTER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

010-GENERAL FUND

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
COMMUNITY DEVELOPMENT							
PERSONNEL SERV. & BENEF.	191,812.00	19,395.39	0.00	19,395.39	0.00	172,416.61	10.11
CONTRACTUAL SERVICES	57,569.00	3,216.68	0.00	3,216.68	129.95	54,222.37	5.81
COMMODITIES	3,950.00	184.20	0.00	184.20	0.00	3,765.80	4.66
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	1,950.00	157.50	0.00	157.50	0.00	1,792.50	8.08
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	20,000.00	0.00	0.00	0.00	0.00	20,000.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL COMMUNITY DEVELOPMENT	275,281.00	22,953.77	0.00	22,953.77	129.95	252,197.28	8.39
POLICE							
PERSONNEL SERV. & BENEF.	1,260,203.00	110,624.88	0.00	110,624.88	0.00	1,149,578.12	8.78
CONTRACTUAL SERVICES	191,300.00	11,146.43	0.00	11,146.43	53.95	180,099.62	5.85
COMMODITIES	67,000.00	3,046.76	0.00	3,046.76	0.00	63,953.24	4.55
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	25,700.00	144.40	0.00	144.40	0.00	25,555.60	0.56
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL POLICE	1,544,203.00	124,962.47	0.00	124,962.47	53.95	1,419,186.58	8.10
FIRE							
PERSONNEL SERV. & BENEF.	435,280.00	43,043.78	0.00	43,043.78	0.00	392,236.22	9.89
CONTRACTUAL SERVICES	104,470.00	4,917.97	0.00	4,917.97	15.80	99,536.23	4.72
COMMODITIES	12,700.00	1,033.06	0.00	1,033.06	0.00	11,666.94	8.13
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	8,000.00	144.39	0.00	144.39	0.00	7,855.61	1.80
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	3,500.00	0.00	0.00	0.00	0.00	3,500.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FIRE	563,950.00	49,139.20	0.00	49,139.20	15.80	514,795.00	8.72

CITY OF VALLEY CENTER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

010-GENERAL FUND

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PARKS & PUBLIC BLDGS</u>							
PERSONNEL SERV. & BENEF.	375,000.00	28,667.47	0.00	28,667.47	0.00	346,332.53	7.64
CONTRACTUAL SERVICES	253,250.00	13,127.02	0.00	13,127.02	19.99	240,102.99	5.19
COMMODITIES	31,500.00	1,384.35	0.00	1,384.35	1,063.88	29,051.77	7.77
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	5,500.00	122.00	0.00	122.00	0.00	5,378.00	2.22
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	7,000.00	0.00	0.00	0.00	0.00	7,000.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL PARKS & PUBLIC BLDGS	672,250.00	43,300.84	0.00	43,300.84	1,083.87	627,865.29	6.60
<u>ENVIRONMENTAL SERVICES</u>							
CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ENVIRONMENTAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>PUBLIC WKS STORAGE BLDG</u>							
PERSONNEL SERV. & BENEF.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL PUBLIC WKS STORAGE BLDG	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	4,190,730.58	317,638.59	0.00	317,638.59	1,295.00	3,871,796.99	7.61
** REVENUE OVER(UNDER) EXPENDITURES *(118,999.58)	839,642.77	0.00	839,642.77	(1,295.00)	(957,347.35)	704.50-	
OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OTHER SOURCES/ (USES)	0.00		0.00	0.00	0.00	0.00	0.00

REVENUE & OTHER SOURCES OVER/

(UNDER) EXPENDITURES & OTHER (USES) (118,999.58) 839,642.77 0.00 839,642.77 (1,295.00) (957,347.35) 704.50-

110-EMPLOYEE BENEFITS

FINANCIAL SUMMARY

CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
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REVENUE SUMMARY

TAXES	1,092,292.00	539,832.61	0.00	539,832.61	0.00	552,459.39	49.42
INTERGOVERNMENTAL	95,000.00	15,720.99	0.00	15,720.99	0.00	79,279.01	16.55
USE OF MONEY & PROPERTY	0.00	2,427.64	0.00	2,427.64	0.00	(2,427.64)	0.00
OTHER REVENUES	48,000.00	0.00	0.00	0.00	0.00	48,000.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISC TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
 TOTAL REVENUES	 1,235,292.00	 557,981.24	 0.00	 557,981.24	 0.00	 677,310.76	 45.17

TOTAL REVENUES 1,235,292.00 557,981.24 0.00 557,981.24 0.00 677,310.76 45.17

EXPENDITURE SUMMARY

NON-DEPARTMENTAL

PERSONNEL SERV. & BENEF.	1,385,700.00	124,122.53	0.00	124,122.53	0.00	1,261,577.47	8.96
CONTRACTUAL SERVICES	0.00	33,691.59	0.00	33,691.59	0.00	(33,691.59)	0.00
COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	1,385,700.00	157,814.12	0.00	157,814.12	0.00	1,227,885.88	11.39

TOTAL NON-DEPARTMENTAL 1,385,700.00 157,814.12 0.00 157,814.12 0.00 1,227,885.88 11.39

ADMINISTRATION

TOTAL EXPENDITURES 1,385,700.00 157,814.12 0.00 157,814.12 0.00 1,227,885.88 11.39

** REVENUE OVER(UNDER) EXPENDITURES *(150,408.00) 400,167.12 0.00 400,167.12 0.00 (550,575.12) 266.05-
 OTHER FINANCING (USES) 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00
 NET OTHER SOURCES/(USES) 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

CITY OF VALLEY CENTER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

110-EMPLOYEE BENEFITS

FINANCIAL SUMMARY

CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
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REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES) (150,408.00)	400,167.12	0.00	400,167.12	0.00 (550,575.12)	266.05-
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CITY OF VALLEY CENTER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

140-LIBRARY

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	364,087.00	180,492.69	0.00	180,492.69	0.00	183,594.31	49.57
USE OF MONEY & PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
 TOTAL REVENUES	 364,087.00	 180,492.69	 0.00	 180,492.69	 0.00	 183,594.31	 49.57
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
OTHER COSTS/MISC.	365,000.00	180,492.69	0.00	180,492.69	0.00	184,507.31	49.45
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
 TOTAL NON-DEPARTMENTAL	 365,000.00	 180,492.69	 0.00	 180,492.69	 0.00	 184,507.31	 49.45
<u>ADMINISTRATION</u>							
PERSONNEL SERV. & BENEF.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
 TOTAL ADMINISTRATION	 0.00	 0.00	 0.00	 0.00	 0.00	 0.00	 0.00
 TOTAL EXPENDITURES	 365,000.00	 180,492.69	 0.00	 180,492.69	 0.00	 184,507.31	 49.45
** REVENUE OVER(UNDER) EXPENDITURES *(	913.00)	0.00	0.00	0.00	0.00 (	913.00)	0.00
OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OTHER SOURCES/(USES)	0.00		0.00	0.00	0.00	0.00	0.00
 REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES) (	913.00)	 0.00	 0.00	 0.00	 0.00 (	913.00)	 0.00

CITY OF VALLEY CENTER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

150-SPECIAL HIGHWAY

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL	1,085,660.00	119,378.70	0.00	119,378.70	0.00	966,281.30	11.00
LICENSES & PERMITS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
USE OF MONEY & PROPERTY	0.00	2,575.01	0.00	2,575.01	0.00	(2,575.01)	0.00
OTHER REVENUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
 TOTAL REVENUES	 1,085,660.00	 121,953.71	 0.00	 121,953.71	 0.00	 963,706.29	 11.23
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	509,067.00	34,054.43	0.00	34,054.43	0.00	475,012.57	6.69
CONTRACTUAL SERVICES	76,610.00	4,090.10	0.00	4,090.10	19.98	72,499.92	5.36
COMMODITIES	72,800.00	6,235.43	0.00	6,235.43	1,355.96	65,208.61	10.43
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	521,000.00	51,805.73	0.00	51,805.73	0.00	469,194.27	9.94
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	36,000.00	0.00	0.00	0.00	0.00	36,000.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
 TOTAL NON-DEPARTMENTAL	 1,215,477.00	 96,185.69	 0.00	 96,185.69	 1,375.94	 1,117,915.37	 8.03
 TOTAL EXPENDITURES	 1,215,477.00	 96,185.69	 0.00	 96,185.69	 1,375.94	 1,117,915.37	 8.03
** REVENUE OVER(UNDER) EXPENDITURES *(129,817.00)	25,768.02	0.00	25,768.02	(1,375.94)	(154,209.08)	18.79-	
OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OTHER SOURCES/ (USES)	0.00		0.00	0.00	0.00	0.00	0.00
 REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES) (129,817.00)	 25,768.02	 0.00	 25,768.02	 (1,375.94)	 (154,209.08)	 18.79-	

CITY OF VALLEY CENTER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

160-EMERGENCY EQUIPMENT

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	81,941.00	40,096.41	0.00	40,096.41	0.00	41,844.59	48.93
FINES & FORFEITURES	5,000.00	645.00	0.00	645.00	0.00	4,355.00	12.90
USE OF MONEY & PROPERTY	0.00	372.28	0.00	372.28	0.00	(372.28)	0.00
OTHER REVENUES	24,000.00	0.00	0.00	0.00	0.00	24,000.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISC TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
 TOTAL REVENUES	 110,941.00	 41,113.69	 0.00	 41,113.69	 0.00	 69,827.31	 37.06
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
CAPITAL OUTLAY	80,000.00	977.20	0.00	977.20	268.03	78,754.77	1.56
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	48,000.00	0.00	0.00	0.00	0.00	48,000.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
 TOTAL NON-DEPARTMENTAL	 128,000.00	 977.20	 0.00	 977.20	 268.03	 126,754.77	 0.97
<u>ADMINISTRATION</u>							
PERSONNEL SERV. & BENEF.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
 TOTAL ADMINISTRATION	 0.00	 0.00	 0.00	 0.00	 0.00	 0.00	 0.00
 TOTAL EXPENDITURES	 128,000.00	 977.20	 0.00	 977.20	 268.03	 126,754.77	 0.97
** REVENUE OVER(UNDER) EXPENDITURES * (	17,059.00)	40,136.49	0.00	40,136.49	(268.03)	(56,927.46)	233.71-
OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OTHER SOURCES/ (USES)	0.00		0.00	0.00	0.00	0.00	0.00

REVENUE & OTHER SOURCES OVER/
(UNDER) EXPENDITURES & OTHER (USES) (17,059.00) 40,136.49 0.00 40,136.49 (268.03) (56,927.46) 233.71-

CITY OF VALLEY CENTER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

410-BOND & INTEREST

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	1,149,012.00	567,011.73	0.00	567,011.73	0.00	582,000.27	49.35
USE OF MONEY & PROPERTY	5,000.00	3,594.40	0.00	3,594.40	0.00	1,405.60	71.89
OTHER REVENUES	598,906.00	267,745.41	0.00	267,745.41	0.00	331,160.59	44.71
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISC TRANSFERS	732,550.00	0.00	0.00	0.00	0.00	732,550.00	0.00
MISC TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
 TOTAL REVENUES	 2,485,468.00	 838,351.54	 0.00	 838,351.54	 0.00	 1,647,116.46	 33.73
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	2,287,000.00	0.00	0.00	0.00	0.00	2,287,000.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
 TOTAL NON-DEPARTMENTAL	 2,287,000.00	 0.00	 0.00	 0.00	 0.00	 2,287,000.00	 0.00
<u>ADMINISTRATION</u>							
PERSONNEL SERV. & BENEF.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
 TOTAL ADMINISTRATION	 0.00	 0.00	 0.00	 0.00	 0.00	 0.00	 0.00
 TOTAL EXPENDITURES	 2,287,000.00	 0.00	 0.00	 0.00	 0.00	 2,287,000.00	 0.00
** REVENUE OVER(UNDER) EXPENDITURES **	198,468.00	838,351.54	0.00	838,351.54	0.00	(639,883.54)	422.41
OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OTHER SOURCES/(USES)	0.00		0.00	0.00	0.00	0.00	0.00

CITY OF VALLEY CENTER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

410-BOND & INTEREST

FINANCIAL SUMMARY

CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
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REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	198,468.00	838,351.54	0.00	838,351.54	0.00 (639,883.54)	422.41
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CITY OF VALLEY CENTER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

610-WATER OPERATING
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CHARGES FOR SERVICES	2,325,179.00	192,442.94	0.00	192,442.94	0.00	2,132,736.06	8.28
USE OF MONEY & PROPERTY	0.00	11,405.90	0.00	11,405.90	0.00	(11,405.90)	0.00
OTHER REVENUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	38,000.00	2,518.07	0.00	2,518.07	0.00	35,481.93	6.63
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISC TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
 TOTAL REVENUES	 2,363,179.00	 206,366.91	 0.00	 206,366.91	 0.00	 2,156,812.09	 8.73
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	462,709.00	20,964.31	0.00	20,964.31	0.00	441,744.69	4.53
CONTRACTUAL SERVICES	1,130,168.00	14,248.14	0.00	14,248.14	0.00	1,115,919.86	1.26
COMMODITIES	40,150.00	5,933.16	0.00	5,933.16	0.00	34,216.84	14.78
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	144,000.00	122.00	0.00	122.00	0.00	143,878.00	0.08
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	588,000.00	0.00	0.00	0.00	0.00	588,000.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
 TOTAL NON-DEPARTMENTAL	 2,365,027.00	 41,267.61	 0.00	 41,267.61	 0.00	 2,323,759.39	 1.74
 TOTAL EXPENDITURES	 2,365,027.00	 41,267.61	 0.00	 41,267.61	 0.00	 2,323,759.39	 1.74
** REVENUE OVER(UNDER) EXPENDITURES *(	1,848.00)	165,099.30	0.00	165,099.30	0.00	(166,947.30)	8,933.94-
OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OTHER SOURCES/ (USES)	0.00		0.00	0.00	0.00	0.00	0.00
 REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES) (	1,848.00)	 165,099.30	 0.00	 165,099.30	 0.00	 (166,947.30)	 8,933.94-

CITY OF VALLEY CENTER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

612-STORMWATER UTILITY FUND

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
USE OF MONEY & PROPERTY	0.00	1,510.81	0.00	1,510.81	0.00	(1,510.81)	0.00
OTHER REVENUES	325,000.00	28,156.00	0.00	28,156.00	0.00	296,844.00	8.66
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
 TOTAL REVENUES	 325,000.00	 29,666.81	 0.00	 29,666.81	 0.00	 295,333.19	 9.13
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	27,900.00	0.00	0.00	0.00	0.00	27,900.00	0.00
COMMODITIES	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	124,800.00	0.00	0.00	0.00	0.00	124,800.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	195,000.00	0.00	0.00	0.00	0.00	195,000.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
 TOTAL NON-DEPARTMENTAL	 352,700.00	 0.00	 0.00	 0.00	 0.00	 352,700.00	 0.00
<u>ADMINISTRATION</u>							
PERSONNEL SERV. & BENEF.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
 TOTAL ADMINISTRATION	 0.00	 0.00	 0.00	 0.00	 0.00	 0.00	 0.00
 TOTAL EXPENDITURES	 352,700.00	 0.00	 0.00	 0.00	 0.00	 352,700.00	 0.00
** REVENUE OVER(UNDER) EXPENDITURES * (	27,700.00)	29,666.81	0.00	29,666.81	0.00	(57,366.81)	107.10-
OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OTHER SOURCES/ (USES)	0.00		0.00	0.00	0.00	0.00	0.00

REVENUE & OTHER SOURCES OVER/
(UNDER) EXPENDITURES & OTHER (USES) (27,700.00) 29,666.81 0.00 29,666.81 0.00 (57,366.81) 107.10-

CITY OF VALLEY CENTER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

613-SOLID WASTE UTILITY

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
LICENSES & PERMITS	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
CHARGES FOR SERVICES	593,026.00	49,378.73	0.00	49,378.73	0.00	543,647.27	8.33
USE OF MONEY & PROPERTY	1,600.00	544.09	0.00	544.09	0.00	1,055.91	34.01
OTHER REVENUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	12,000.00	1,088.24	0.00	1,088.24	0.00	10,911.76	9.07
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
 TOTAL REVENUES	 611,626.00	 51,011.06	 0.00	 51,011.06	 0.00	 560,614.94	 8.34
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	597,536.00	427.00	0.00	427.00	0.00	597,109.00	0.07
COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	3,060.00	0.00	0.00	0.00	0.00	3,060.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
 TOTAL NON-DEPARTMENTAL	 600,596.00	 427.00	 0.00	 427.00	 0.00	 600,169.00	 0.07
<u>ADMINISTRATION</u>							
PERSONNEL SERV. & BENEF.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
 TOTAL ADMINISTRATION	 0.00	 0.00	 0.00	 0.00	 0.00	 0.00	 0.00
 TOTAL EXPENDITURES	 600,596.00	 427.00	 0.00	 427.00	 0.00	 600,169.00	 0.07
** REVENUE OVER(UNDER) EXPENDITURES **	11,030.00	50,584.06	0.00	50,584.06	0.00	(39,554.06)	458.60
OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OTHER SOURCES / (USES)	0.00		0.00	0.00	0.00	0.00	0.00

CITY OF VALLEY CENTER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025613-SOLID WASTE UTILITY
FINANCIAL SUMMARY

CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
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REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	11,030.00	50,584.06	0.00	50,584.06	0.00 (39,554.06)	458.60
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CITY OF VALLEY CENTER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

620-SEWER OPERATING
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LICENSES & PERMITS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CHARGES FOR SERVICES	1,464,579.00	120,785.11	0.00	120,785.11	0.00	1,343,793.89	8.25
USE OF MONEY & PROPERTY	12,360.00	5,439.31	0.00	5,439.31	0.00	6,920.69	44.01
OTHER REVENUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISC TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
 TOTAL REVENUES	 1,476,939.00	 126,224.42	 0.00	 126,224.42	 0.00	 1,350,714.58	 8.55
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	405,767.00	23,427.43	0.00	23,427.43	0.00	382,339.57	5.77
CONTRACTUAL SERVICES	466,623.00	14,985.58	0.00	14,985.58	84.00	451,553.42	3.23
COMMODITIES	19,800.00	676.53	0.00	676.53	0.00	19,123.47	3.42
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	135,500.00	0.00	0.00	0.00	0.00	135,500.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	534,550.00	0.00	0.00	0.00	0.00	534,550.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
 TOTAL NON-DEPARTMENTAL	 1,562,240.00	 39,089.54	 0.00	 39,089.54	 84.00	 1,523,066.46	 2.51
 TOTAL EXPENDITURES	 1,562,240.00	 39,089.54	 0.00	 39,089.54	 84.00	 1,523,066.46	 2.51
** REVENUE OVER(UNDER) EXPENDITURES *(85,301.00)	87,134.88	0.00	87,134.88	(84.00)	(172,351.88)	102.05-	
OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OTHER SOURCES/ (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
 REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES) (85,301.00)	 87,134.88	 0.00	 87,134.88	 (84.00)	 (172,351.88)	 102.05-	

CONSENT AGENDA

F. TREASURER REPORT–JANUARY 2025:

MTD TREASURERS REPORT

AS OF: JANUARY 31ST, 2025

FUND	BEGINNING	M-T-D	M-T-D	CASH BASIS	NET CHANGE	NET CHANGE	ACCRAUL ENDING
	CASH BALANCE	REVENUES	EXPENSES	BALANCE	OTHER ASSETS	LIABILITIES	CASH BALANCE
010-GENERAL FUND	1,806,233.22	1,157,281.36	317,638.59	2,645,875.99	0.00	(5,583.11)	2,640,292.88
020-SPECIAL PARKS AND REC	43,983.53	(1,451.40)	0.00	42,532.13	0.00	0.00	42,532.13
030-SPECIAL ALCOHOL AND DRUGS	18,809.61	(1,535.46)	0.00	17,274.15	0.00	0.00	17,274.15
040-POOL/REC SALES TAX	3,526,003.76	85,729.41	2,117.69	3,609,615.48	0.00	(620,706.95)	2,988,908.53
050-TIF FUND	978,056.87	5,705.67	73,457.70	910,304.84	0.00	0.00	910,304.84
110-EMPLOYEE BENEFITS	114,111.10	557,981.24	157,814.12	514,278.22	0.00	0.00	514,278.22
126-BUILDING EQUIP RESERVE	68,456.17	228.58	0.00	68,684.75	0.00	0.00	68,684.75
127-EQUIPMENT RESERVE	417,807.19	1,268.19	0.00	419,075.38	0.00	0.00	419,075.38
130-FLEET MANAGEMENT FUND	109,343.49	10,126.55	27,145.71	92,324.33	0.00	0.00	92,324.33
140-LIBRARY	857.91	180,492.69	180,492.69	857.91	0.00	0.00	857.91
150-SPECIAL HIGHWAY	737,444.75	121,953.71	96,185.69	763,212.77	0.00	99.49	763,312.26
160-EMERGENCY EQUIPMENT	62,950.87	41,113.69	977.20	103,087.36	0.00	0.00	103,087.36
161-PUBLIC SAFETY TRAINING	9,877.66	215.00	0.00	10,092.66	0.00	0.00	10,092.66
225-PARK BEAUTIFICATION FUND	2,215.33	0.00	0.00	2,215.33	0.00	0.00	2,215.33
240-D.A.R.E.	1,678.04	0.00	0.00	1,678.04	0.00	0.00	1,678.04
250-DRUG TAX DISTRIBUTION	3,491.42	0.00	0.00	3,491.42	0.00	0.00	3,491.42
260-LAW ENFORCE BLOCK GRANT	0.15	0.00	0.00	0.15	0.00	0.00	0.15
280-ADSAP	1,071.19	0.00	0.00	1,071.19	0.00	0.00	1,071.19
350-CAPITAL PROJECTS FUND	11,574,802.05	37,962.47	360,970.34	11,251,794.18	0.00	(231,963.75)	11,019,830.43
410-BOND & INTEREST	235,056.86	838,351.54	0.00	1,073,408.40	0.00	0.00	1,073,408.40
420-LAND BANK RESERVE	66,669.25	222.51	0.00	66,891.76	0.00	0.00	66,891.76
510-GIFTS AND GRANTS	7,014.59	23.39	0.00	7,037.98	0.00	0.00	7,037.98
520-STATE/FEDERAL GRANT MNGMT	438,925.13	1,465.59	0.00	440,390.72	0.00	0.00	440,390.72
610-WATER OPERATING	2,948,845.68	206,366.91	41,267.61	3,113,944.98	(10,980.97)	(1,144.22)	3,123,781.73
612-STORMWATER UTILITY FUND	367,163.40	29,666.81	0.00	396,830.21	167.81	0.00	396,662.40
613-SOLID WASTE UTILITY	170,520.10	51,011.06	427.00	221,104.16	(32.78)	0.00	221,136.94
619-WATER SURPLUS RESERVE	793,165.86	1,917.16	0.00	795,083.02	0.00	0.00	795,083.02
620-SEWER OPERATING	1,522,109.42	126,224.42	39,089.54	1,609,244.30	(612.26)	(17,084.69)	1,592,771.87
628-SEWER SURPLUS RESERVE	241,070.65	804.94	0.00	241,875.59	0.00	0.00	241,875.59
GRAND TOTAL	26,267,735.25	3,453,126.03	1,297,583.88	28,423,277.40	(11,458.20)	(876,383.23)	27,558,352.37
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*** END OF REPORT ***

STAFF REPORTS

- A. Community Development Director Fiedler**
- B. Parks & Public Buildings Director Owings**
- C. Public Safety Director Newman**
- D. Public Works Director Eggleston**
- E. City Engineer- Scheer**
- F. City Attorney Arbuckle**
- G. Finance Director Miller**
- H. City Clerk/HR Director Carrithers**
- I. City Administrator Clark**

Public Works Status Report

All:

Meridians Project:

Most of the curbing, approaches, driveways and sidewalk have been completed. The roundabout is beginning to take shape. Please see the images.



I have attached the latest schedule for your review. This is also published on our website.

2025 Mill & Overlay

3rd Street & Ash are complete.

We are soliciting some crack seal quotes right now.

2025 Well Maintenance

Wells 10 & 11 are complete. Waiting for 12 to be scheduled.

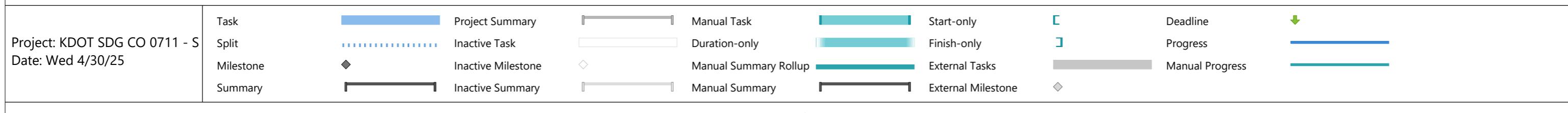
Water Treatment Plant Project

CAS has been in town installing valves and blowoff hydrants to allow for “ice pigging” of our raw water line. They are doing this to make sure the line is clean as can be for performance when the plant comes online.

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Notes	23 Sep	Qtr 4, 2023 Oct	Qtr 1, 2024 Nov	Qtr 2, 2024 Dec	Qtr 3, 2024 Jan	Qtr 4, 2024 Feb	Qtr 1, 2025 Mar	Qtr 2, 2025 Apr	Qtr 3, 2025 May	
1	★	Bid Letting	0 days	Wed 10/18/23	Wed 10/18/23				10/18								
2	★	Contracts Turned Around	30 days	Wed 10/18/23	Tue 11/28/23	1											
3	★	Precon	0 days	Mon 12/18/23	Mon 12/18/23												
4	▣	Stage 0 - WL Improvements {5th to Main}	52 days	Tue 1/2/24	Wed 3/13/24												
5	▣	Clearing and Grubbing/Tree Removal	9 days	Tue 1/2/24	Fri 1/12/24	3FS+5 days											
6	▣	Evergy Removals	4 days	Thu 1/11/24	Tue 1/16/24												
7	▣	Pothole gas services (Kinetic Energy)	2 days	Tue 1/16/24	Wed 1/17/24												
8	▣	Sidewalk removals for water line	3 days	Wed 1/17/24	Fri 1/19/24												
9	▣	Traffic Control (NB ONLY)	1 day	Mon 1/22/24	Mon 1/22/24	8											
10	▣	Waterline Improvements	38 days	Mon 1/22/24	Wed 3/13/24	8											
11	▣	Stage 1 - 5th to Main {EASTSIDE IMPRV}	70 days	Mon 3/18/24	Fri 6/21/24	10FS+2 days											
12	▣	Set Traffic Control (NB ONLY)	1 day	Mon 3/18/24	Mon 3/18/24												
13	▣	Clearing and Grubbing	1 day	Tue 3/19/24	Tue 3/19/24	12											
14	▣	Rock Ex	4 days	Tue 3/19/24	Fri 3/22/24	13FS-1 day											
15	▣	Drainage Improvements	32 days	Thu 3/21/24	Fri 5/3/24	14FS-2 days											
16	▣	Water Service Installations	7 days	Mon 3/25/24	Tue 4/2/24	14											
17	▣	Common Ex	22 days	Mon 4/8/24	Tue 5/7/24	15FS-20 days											
18	▣	Electrical Improvements	15 days	Wed 4/10/24	Tue 4/30/24												
19	▣	Crushed Rock Base	20 days	Wed 4/17/24	Tue 5/14/24	17FS-15 days											
20	▣	C&G Slips/Handpours/Hookups	10 days	Wed 4/24/24	Tue 5/7/24	19FS-15 days											
21	▣	Drives & Valley Gutters	10 days	Wed 5/1/24	Tue 5/14/24	19FS-10 days											
22	▣	PCCP Mainline	25 days	Wed 5/8/24	Tue 6/11/24	21FS-5 days											
23	✓	WCR's, 3rd/4th Valley gutters, cleanup	7 days	Wed 6/12/24	Wed 6/19/24	22											
24	✓	Seal joints and seeding	4 days	Tue 6/18/24	Fri 6/21/24												
25	✓	Stage 2 - 5th to Main {WESTSIDE IMPRV}	47 days	Mon 6/24/24	Fri 8/16/24	24	Comp 08/29/24										
26	✓	Set Traffic Control (NB ONLY)	1 day	Mon 6/24/24	Mon 6/24/24												
27	✓	Rock Ex	3 days	Tue 6/25/24	Thu 6/27/24	26											
28	✓	Drainage Improvements	8 days	Thu 6/27/24	Fri 7/5/24	27FS-1 day											
29	✓	Common Ex	5 days	Fri 6/28/24	Wed 7/3/24	27											
30	✓	Finegrade	2 days	Thu 7/4/24	Fri 7/5/24	29											
31	✓	Crushed Rock Base	5 days	Sat 7/6/24	Thu 7/11/24	30											
32	✓	Electrical Improvements	8 days	Sat 7/6/24	Mon 7/15/24	30											
33	✓	PCCP Mainline	8 days	Thu 7/11/24	Fri 7/19/24	31FS-1 day											
34	✓	C&G Slips/Handpours/Hookups	5 days	Sat 7/20/24	Thu 7/25/24	33											
35	✓	Drives & Valley Gutters	10 days	Fri 7/26/24	Tue 8/6/24	34											
36	✓	Sidewalk, WCRs and Misc.	5 days	Wed 8/7/24	Mon 8/12/24	35											
37	✓	Striping/Signing/Finishes	2 days	Tue 8/13/24	Wed 8/14/24	36											
38	✓	Permanent seeding	2 days	Thu 8/15/24	Fri 8/16/24	37	8/15 per KDOT										



ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Notes	23 Sep	Qtr 4, 2023 Oct	Qtr 1, 2024 Nov	Qtr 2, 2024 Mar	Qtr 3, 2024 Jul	Qtr 4, 2024 Aug	Qtr 1, 2025 Sep	Qtr 2, 2025 Oct	Qtr 3, 2025 Nov	
39	🔗	Stage 3 - Meridian {EAST 1/3}	48 days	Tue 7/16/24	Thu 9/19/24	32											
40	🔗	Set Traffic Control {2WAY}	2 days	Tue 7/16/24	Wed 7/17/24												
41	🔗	Rock Ex	3 days	Thu 7/18/24	Mon 7/22/24	40											
42	🔗	Common Ex	7 days	Tue 7/23/24	Wed 7/31/24	41											
43	🔗	Drainage Improvements	2 days	Thu 8/1/24	Fri 8/2/24	42											
44	🔗	Finegrade	3 days	Thu 8/1/24	Mon 8/5/24	42											
45	🔗	Crushed Rock Base	5 days	Tue 8/6/24	Mon 8/12/24	44											
46	🔗	PCCP Mainline	15 days	Tue 8/13/24	Mon 9/2/24	45											
47	🔗	Handpours/Hookups	4 days	Tue 9/3/24	Fri 9/6/24	46											
48	🔗	Drives & Valley Gutters {FORD ST}	5 days	Mon 9/9/24	Fri 9/13/24	47											
49	🔗	Sidewalk, WCRs and Misc.	3 days	Mon 9/16/24	Wed 9/18/24	48											
50	🔗	Permanent seeding	1 day	Thu 9/19/24	Thu 9/19/24	49											
51	🔗	Stage 4 - Meridian {Centerlanes}	29 days	Fri 9/20/24	Wed 10/30/24	50											
52	🔗	Set Traffic Control {2WAY}	2 days	Fri 9/20/24	Mon 9/23/24	50											
53	🔗	Rock Ex	5 days	Tue 9/24/24	Mon 9/30/24	52											
54	🔗	Common Ex	5 days	Tue 10/1/24	Mon 10/7/24	53											
55	🔗	Finegrade	2 days	Tue 10/8/24	Wed 10/9/24	54											
56	🔗	Crushed Rock Base	5 days	Thu 10/10/24	Wed 10/16/24	55											
57	🔗	PCCP Mainline	10 days	Thu 10/17/24	Wed 10/30/24	56											
58	📅	Stage 5 - RR Header	28 days	Mon 11/11/24	Fri 12/20/24	57FS+7 days	45 calendar days										
59	📅	Set Traffic Control {DETOUR}	1 day	Mon 11/11/24	Mon 11/11/24												
60	🔗	Rock Exc	2 days	Tue 11/12/24	Wed 11/13/24	59											
61	🔗	Common Ex	3 days	Thu 11/14/24	Mon 11/18/24	60											
62	🔗	Crushed Rock Base	2 days	Tue 11/19/24	Wed 11/20/24	61											
63	🔗	Finegrade	1 day	Thu 11/21/24	Thu 11/21/24	62											
64	🔗	PCCP Pavement	13 days	Fri 11/22/24	Thu 12/12/24	63											
65	🔗	Cure time	4 days	Fri 12/13/24	Wed 12/18/24	64											
66	🔗	Saw and Seal	2 days	Wed 12/18/24	Thu 12/19/24	65FS-1 day											
67	🔗	Open To Traffic	1 day	Fri 12/20/24	Fri 12/20/24	66											
68	🔗	Stage 6 - Meridian {WEST 1/3}	142 days	Thu 10/31/24	Wed 5/14/25												
69	🔗	Set Traffic Control {2WAY}	1 day	Thu 10/31/24	Thu 10/31/24	57											
70	🔗	Rock Ex	5 days	Fri 11/1/24	Thu 11/7/24	69											
71	🔗	Common Ex	7 days	Fri 11/8/24	Mon 11/18/24	70											
72	🔗	Drainage Imprvmnt {INDUSTRIAL}	8 days	Tue 11/19/24	Mon 12/2/24	71											
73	🔗	Finegrade	3 days	Tue 11/19/24	Thu 11/21/24	71											
74	🔗	Crushed Rock Base	10 days	Fri 11/22/24	Mon 12/9/24	73											
75	🔗	PCCP Mainline	14 days	Thu 2/27/25	Sat 3/15/25	74FS+50 days											
76	🔗	10' sidewalk	15 days	Sat 3/8/25	Tue 3/25/25	75FS-7 days											



ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Notes	23	Qtr 4, 2023	Qtr 1, 2024	Qtr 2, 2024	Qtr 3, 2024	Qtr 4, 2024	Qtr 1, 2025	Qtr 2, 2025	Qtr 3, 2025	
								Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
77		C&G Slips/Handpours/Hookups	10 days	Tue 3/25/25	Sat 4/5/25	76											
78		Drives & Valley Gutters	25 days	Sat 4/5/25	Sat 5/3/25	77											
79		Sidewalk tie-ins, WCRs and Misc.	15 days	Wed 4/23/25	Fri 5/9/25	78FS-10 days											
80		Permanent seeding	4 days	Fri 5/9/25	Wed 5/14/25	79											
81	█	Stage 7 - 69th St Roundabout (100+00 to 116+00)	90 days	Mon 3/17/25	Fri 6/27/25		135 calendar days										
82	█	Set Traffic Control {Detour}	1 day	Mon 3/17/25	Mon 3/17/25												
83		Rock Ex	4 days	Tue 3/18/25	Fri 3/21/25	82											
84		Drainage Improvements & WL	27 days	Tue 3/18/25	Thu 4/17/25	82											
85		Common Ex	4 days	Tue 4/22/25	Sat 4/26/25	84FS+4 days											
86		Crushed Rock Base	7 days	Wed 4/23/25	Thu 5/1/25	85FS-3 days											
87		Finegrade Roundabout	2 days	Tue 4/29/25	Thu 5/1/25	86FS-2 days											
88		PCCP Pavement Roundabout (w/ curbs)	15 days	Mon 4/28/25	Wed 5/14/25	87FS-3 days											
89		Electrical Improvements	2 days	Tue 5/13/25	Wed 5/14/25	88FS-2 days											
90		PCCP Pavement S of Roundabout	10 days	Mon 5/5/25	Thu 5/15/25	87FS+3 days											
91		Colored and Stamped Concrete Roundabout	5 days	Tue 5/6/25	Sat 5/10/25	88FS-8 days											
92		Medians/Handpours/Hookups Roundabout	15 days	Thu 5/15/25	Sat 5/31/25	88											
93		Sidewalk, WCRs and Misc.	10 days	Mon 5/26/25	Fri 6/6/25	92FS-5 days											
94		Joint Sealing	3 days	Mon 6/9/25	Thu 6/12/25	92FS+7 days											
95		Permanent seeding	3 days	Thu 6/12/25	Mon 6/16/25	94											
96		Striping and Signing	5 days	Mon 6/16/25	Sat 6/21/25	95											
97	█	Demob/punch list	5 days	Sat 6/21/25	Fri 6/27/25	96		Comp 07/03/25									

Project: KDOT SDG CO 0711 - S Date: Wed 4/30/25	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

The background of the slide features a dark, faceted surface with glowing pink lines, creating a futuristic and dynamic feel. This graphic is framed by a thick purple border at the top and bottom, and a thinner white border on the sides.

City of Valley Center, KS
2025
1st Quarter Financial &
Departmental Review



Fund Balance Summary

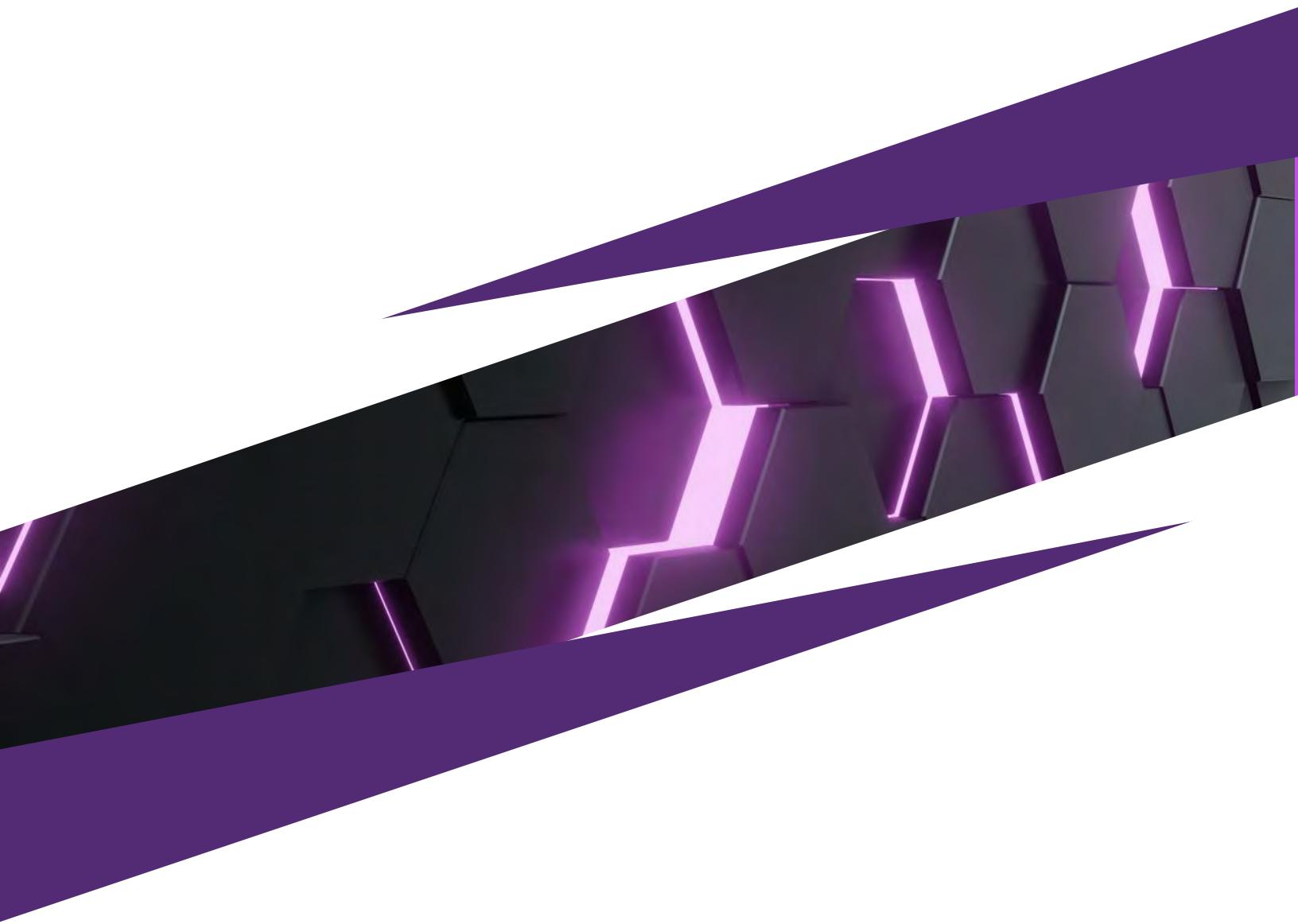
City of Valley Center, Kansas Treasurer's Quarterly Unaudited Financial Report
For the Quarter Ending March 31, 2025

Fund Description	Beginning Balance 1/01/2025	Revenue	Expenditure	Ending Balance 3/31/2025
GENERAL FUND	1,688,220.91	1,533,111.78	1,050,514.09	2,170,818.60
SPECIAL PARKS AND REC	43,983.53	1,818.62	0.00	45,802.15
SPECIAL ALCOHOL AND DRUGS	18,809.61	1,734.56	0.00	20,544.17
POOL/REC SALES TAX	2,905,296.81	684,193.45	2,857,968.70	731,521.56
TIF FUND	978,056.87	11,696.10	235,667.21	754,085.76
EMPLOYEE BENEFITS	113,560.14	586,866.45	174,073.32	526,353.27
BUILDING EQUIP RESERVE	68,456.17	228.58	0.00	68,684.75
EQUIPMENT RESERVE	417,807.19	4,107.45	1,350.00	420,564.64
FLEET MANAGEMENT	109,343.49	10126.55	86,925.41	32,544.63
LIBRARY	857.91	180,492.69	180,492.69	857.91
SPECIAL HIGHWAY	732,149.30	278,140.72	206,691.80	803,598.22
EMERGENCY EQUIPMENT	62,394.70	42,889.67	44,724.17	60,560.20
PUBLIC SAFETY TRAINING	9,687.66	696.17	0.00	10,383.83
PARK BEAUTIFICATION FUND	2,215.33	0.00	0.00	2,215.33
D.A.R.E.	1,678.04	20.00	0.00	1,698.04
DRUG TAX DISTRIBUTION	3,491.42	0.00	0.00	3,491.42
LAW ENFORCE BLOCK GRANT	0.15	2266.10	0.00	2,266.25
ADSAP	1,071.19	0.00	0.00	1,071.19
CAPITAL PROJECTS FUND	11,342,838.30	117,858.16	-79,971.38	11,540,667.84
BOND & INTEREST	235,056.86	846,427.59	0.00	1,081,484.45
LAND BANK RESERVE	66,669.25	222.51	0.00	66,891.76
GIFTS AND GRANTS	7,014.59	23.39	0.00	7,037.98
ST/FED GRANT MANAGEMENT	438,925.13	0.00	438,925.13	0.00
WATER OPERATING	3,055,064.79	687,180.91	286,524.14	3,455,721.56
STORMWATER UTILITY FUND	378,496.19	89,690.85	6,198.59	461,988.45
SOLID WASTE UTILITY	192,876.80	155,433.11	99,957.04	248,352.87
WATER SURPLUS RESERVE	793,165.86	6,224.72	0.00	799,390.58
SEWER OPERATING	1,549,577.14	388,253.75	159,536.27	1,778,294.62
SEWER SURPLUS RESERVE	241,070.65	2,613.52	0.00	243,684.17
Total	26,004,860.40	3,693,312.95	11,030,348.39	25,340,576.20
Temporary Notes				56,855,000.00
General Obligation Bonds				22,190,000.00
KWPCRLF Sewer Loan				789,360.06
Total Outstanding Debt				79,834,360.06

***Capital Projects Expenditures is negative this Qtr. as we corrected a Pool/Rec bill from Capital Projects 350 to Pool/Rec 040 that had been assigned previously to the wrong account.



Departmental Summaries





Finance and Administration

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



Accomplishments

- Linlee Prater was hired as an Accounting Clerk II
- Valley Center switched over their banking services to Peoples Bank & Trust.
- Clint Miller put in a dominating performance and won the March Madness Mens bracket trophy. Lloyd Newman won the Womens bracket trophy.
- Clint Miller joined the Kansas League of Municipalities Legislative Finance Team.
- City staff completed their annual audit on March 27th.
- City staff had a Lunch and Learn on Fire Safety on March 26th.





Community Development

Service Description:

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



Accomplishments

- Issued 127 building and zoning permits with 19 of those being new residential buildings.
- Performed over 275 inspections on residential and commercial projects.
- Responded to 501 utility locates.
- Completed the Main Street Valley Center 1st quarter Economic Impact Report
- Prepared 300 welcome bags in partnership with the Chamber and Valley Center businesses.
- Organized the WABA home show booth which had 4200 attendees.





Public Parks and Buildings

Service Description:

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

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



Accomplishments

- Tree planting for the Meridian Street Improvement Project. 80 Total trees installed.
- Planted 24 trees on Ford Street (west of Seneca).
- Planted 5 Cedar trees at Rec & Aquatic Center.
- Host Christmas Tree Recycling drop off at Veterans Park.
- Take down Christmas lights, sleigh and City Christmas Tree.
- Achieved Tree City USA award for 2024.
- Seeding restoration project at Dog Park and Cemetery.
- Completed preventative maintenance & repairs on overhead doors.
- Completed maintenance & repairs to pool vacuums.
- Coordinated joint meeting with Public Works, School District and Parks to discuss & coordinate snow removal efforts.
- Performed snow removal on sidewalks and at buildings.
- Replaced sasquatch back at Wetland Park.
- Completed preventative maintenance on vehicles and equipment.
- Completed bulk order for custodial supplies.
- Completed RFP's for Contract Mowing & Turf, Tree & Vegetation Mgt.

Public Safety

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



Accomplishments

- Congratulations to Jason Easely who was promoted to Police Captain!
- Congratulations to Ben English who was promoted to Fire Lieutenant!
- Congratulations to Greg Fox who was promoted to Police Sergeant!
- Congratulations to Ceara Hay, Liliana Garcia, Rasheed Berry and Scott Hamlin who were promoted to Police Corporals!
- The fire department conducted ice rescue training.
- Sergeant Greg Fox and his canine partner, Charlie, Provided security at Valley Center High School's annual January Jam event.
- The Police and Fire Departments jointly hosted a Severe Weather Safety program at the Community Center.
- The Police Department executed a search warrant on a burglary suspect's residence in Wichita, resulting in two arrests.
- Officers also made an arrest for the burglary of a local business.
- We appreciate the continued dedication of our police officers and firefighters in serving and protecting our community. Please don't hesitate to reach out if you have any questions or need further information.



Public Works

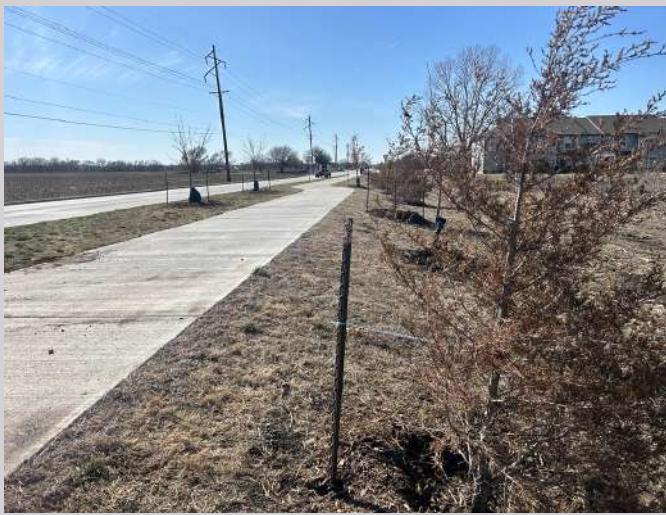
Service Description:

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

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

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

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



Accomplishments

- Installed new light poles along North Meridian.
- Hung banners and flags on the new light poles.
- Installed banners at the Rec Center.
- Waterline shutdown and redirect at 69th and Meridian.
- Started 2025 well rehabilitation schedule.
- Pavement replacement on 3rd street.
- Fill and overlay on Ash.
- Purchased a new brine spreader.

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