



## CITY COUNCIL AGENDA

**November 18, 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 – November 4, 2025
- 7. PRESENTATIONS / PROCLAMATIONS p 11**
  - A. Fleet Management Presentation
  - B. Water Treatment Plant Update
- 8. PUBLIC FORUM (*Citizen input and requests*) p 11**
- 9. APPOINTMENTS p 11**
- 10. OLD BUSINESS p 27**
  - A. City Administrator Search Committee Report p 27
- 11. NEW BUSINESS p 29**
  - A. Prairie Lakes Phase V-Professional Services Agreement SEH p 29
  - B. Amber Ridge Phase I- Parado Construction LLC p 42
  - C. Amber Ridge Phase I- Professional Services Agreement SEH p 50
  - D. Acceptance of Section 5310 subrecipient Grant Agreement for Senior Bus p 63
  - E. Acceptance of Agreement for 85<sup>th</sup> and Broadway Roundabout – KDOT, Park City, Sedgwick County and Valley Center p 102
  - F. Ordinance 1440-25; Update to Vacate of “A” Street p 141
  - G. Discussion regarding Sunflower Valley eligibility for Housing Incentive Program p 144
  - H. Resolution 804-25; Renewal of Housing Incentive Program/Commercial Housing Incentive Program p 148
- 12. CONSENT AGENDA p 154**
  - A. Appropriation Ordinance – November 18, 2025 p 155
  - B. Sedgwick County Agreement for Senior Centers p 161
  - C. Treasurer’s Report – August 2025 p 182

- D. Check Reconciliation – August 2025 p 184
- E. Revenue and Expense Report – August 2025 p 189
- F. Street Closure Request Main Street Valley Center Hometown Christmas p 200
- G. Economic Development Board Minutes – November 5, 2025 p 202

**13. STAFF REPORTS p 205**

**14. GOVERNING BODY REPORTS p 206**

**15. ADJOURN**

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

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

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

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

**CALL TO ORDER**

**ROLL CALL**

**INVOCATION – MINISTERIAL ALLIANCE**

**PLEDGE OF ALLEGIANCE**

## **APPROVAL OF AGENDA**

### **RECOMMENDED ACTION:**

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

## **ADMINISTRATION AGENDA**

### **A. MINUTES:**

Attached are the Minutes from November 4, 2025, regular City Council Meeting as prepared by the City Clerk.

REGULAR COUNCIL MEETING  
November 4, 2025  
CITY HALL  
121 S. MERIDIAN

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

Members Absent: Robert Wilson and Dale Kerstetter

Staff Present: Rodney Eggleston, Public Works Director  
Lloyd Newman, Public Safety Director  
Kyle Fiedler, Community Development Director  
Neal Owings, Parks and Public Buildings Director  
Gage Scheer, City Engineer  
Barry Arbuckle, City Attorney  
Clint Miller, Finance Director/Interim City Administrator  
Kristi Carrithers, City Clerk/HR Director/Interim City Administrator

Press present: The Ark Valley News

**APPROVAL OF AGENDA**

Stamm requested that Consent Agenda, item K, Ford Street sign be moved to new business for discussion. Anderson requested that New Business, item B, Professional Services Agreement be removed, all items will move up with Ford Street discussion becoming item E under new business. Gregory moved to approve the agenda as amended, seconded by Evans. Vote yea: unanimous. Motion carried.

**ADMINISTRATION AGENDA –**

Stamm moved to approve the minutes of October 21, 2025, regular City Council meeting as presented, seconded by Evans. Vote yea: unanimous. Motion carried.

**PRESENTATIONS/PROCLAMATIONS –**

**A. PAW PRINTS – TO THE STARS BUSINESS AWARD RECOGNITION**

Community Director Fiedler presented to Kristi Miller, Paw Prints the Main Street Momentum Award.

**B. EMPLOYEE LONGEVITY AWARDS**

Three employees were recognized for their service to the city. Nick Banning has served the citizens of Valley Center for 25 years as a firefighter and currently is a Fire Captain. Sam Burkholder began with the city in the public works department and then started in dual role working as a volunteer firefighter. When he left the public works department he continued as volunteer firefighter. He was recognized for 15 years with the City. Kristi Carrithers has worked for Valley Center for 10 years. She continues her role as City Clerk, but in 2024, was promoted to City Clerk/HR Director. Currently adding the duties of co-interim City Administrator.

**C. NATIONAL VETERANS DAY PROCLAMATION**

Mayor Truman read a Proclamation declaring November as Military Appreciation Month and November 11<sup>th</sup> as Veterans Day.

**PUBLIC FORUM –**

Alan Davis, 1330 W. 63<sup>rd</sup> St. N. addressed Council with concerns about multiple code violations in his neighborhood. He stated that despite trying to address his concerns directly with the neighbors directly and multiple complaints to code enforcement the problem still exists. There are also issues with tall weeds, raw sewage and inoperable vehicles.

**APPOINTMENTS – None**

**OLD BUSINESS – None**

**NEW BUSINESS-**

**A. PRAIRIE LAKES – PHASE V - PEARSON CONSTRUCTION AGREEMENT**

Samantha Ghareeb, SEH, presented agreement with Pearson Construction for the Prairie Lakes Phase V Improvements. The contract price will be \$589,503.03. The project is described as 3,750 SY of Paving, 2,800 LF of concrete curb and gutter and 1,400 LF of water main. She stated that substantial completion of work will be completed by May 2026.

Anderson moved to approve agreement with Pearson Construction LLC for the Prairie Lakes Phase V Improvements in the amount of \$589,503.03 and authorize Mayor to sign. Motion seconded by Stamm. Vote yea: unanimous. Motion Carried.

**B. DISCUSSION REGARDING SIGN REGULATIONS (FOLLOWING HAILSTORM)**

Community Development Director Fiedler requested guidance and authority to work with residents and roofers regarding yard signs in right of way. Due to the unusual significance of this storm, it would be very time consuming to verify if each address has a permit issued and when the work was complete prior to removing each sign. Fiedler recommends notifying residents via social media and TextMyGov about removing signs from the ROW by November 30, 2025. After this date, if a sign remains in the ROW, staff will remove the signs according to City Code. Signs on private property should be removed by the resident 14 days after the completion of their roof. Council asked if wording could be added to permit placard that are placed in window reminding that an inspection is required following completion of project.

Reid moved to approve the staff recommendation to notify residents via social media and TextMyGov about removing signs from the ROW by November 30, 2025. After this date, if a sign remains in the ROW, staff will remove the signs according to City Code. Signs on private property should be removed by the resident 14 days after the completion of their roof. Anderson seconded the motion. Vote aye: Unanimous. Motion carried.

**C. ACCEPTANCE OF BID FROM WILDCAT CONSTRUCTION FOR SENECA STREET – MULTI-USE PATH**

Public Works Director Eggleston presented the bid package for the multi-use path to Seneca Street. He reminded Council that this project is funded separately through KDOT sharing with 80/20 split. The City portion of matching funds is \$77,000.00.

Evans moved to accept the bid from Wildcat Construction and approve invoice for City's portion in the amount of \$77,000.00 and authorize Mayor to sign. Stamm seconded the motion. Vote aye: unanimous. Motion carried.

**D. EXECUTIVE SESSION; CONSULTATION WITH ATTORNEY DEEMED PRIVILEGED**

Anderson made a motion for Council to recess into executive session for discussion with attorney deemed privileged. Session to include Councilmember, Mayor, City Attorney and HR Director. The open meeting will resume in the City Council Chamber in 5 minutes. Stamm seconded the motion. Vote aye: unanimous. Motion carried.

Executive session began at 7:31pm

Mayor called meeting back to order at 7:36pm. Anderson stated that no official action was taken.

#### E. FORD STREET WELCOME SIGN FOUNDATION REPAIR

Parks and Public Buildings Director Owings reported that the Ford Street Welcome Sign has experienced settling due to rainy conditions in recent months. As a result the foundation has shifted, resulting in visible misalignment between the sign and the adjacent column. He visited with 2 companies specializing in foundation repair. To correct this issue and ensure long-term structural stability, IWP Foundation Repair proposes to install helical piers beneath the sign base. These piers will anchor the structure to bedrock, allowing the sign to be leveled and permanently stabilized. The proposed repair includes a 25-year warranty covering both labor and materials against any future settlement.

Stamm moved to approve contract with IWP Foundation Repair in the amount of \$19,326.44 for the foundation repair and stabilization of the Ford Street Welcome Sign. Evans seconded the motion. Anderson verified that the funds will be paid from the Building Equipment Reserve Fund. Vote aye: unanimous. Motion carried

#### **CONSENT AGENDA**

- A. APPROPRIATION ORDINANCE – NOVEMBER 4, 2025
- B. DELINQUENT ACCOUNT REPORT - AUGUST 2025
- C. TREASURER REPORT JULY 2025
- D. CHECK RECONCILIATION JULY 2025
- E. REVENUE AND EXPENSE REPORT JULY 2025
- F. ALCOHOL WAIVER – STAFF HOLIDAY PARTY
- G. GOLD STAR AWARD – APPROVAL OF END OF YEAR BONUS AND ADDITIONAL DAY OFF
- H. STORMWATER CITIZENS ADVISORY COMMITTEE MEETING MINUTES – OCTOBER 23, 2025
- I. PLANNING AND ZONING BOARD MINUTES – OCTOBER 23, 2025
- J. APPROVAL OF PAY APP #1 – TRAILS END PHASE I

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

#### **STAFF REPORTS**

##### COMMUNITY DEVELOPMENT DIRECTOR FIEDLER

The department processed 563 permits in October. Inspector Bill Andrews is on vacation so they are contracting out the inspections needed in his absence.

##### PARKS AND PUBLIC BUILDING DIRECTOR OWINGS

Work on playground repairs in Lions Parks have areas closed. He stated that his crew have been able to make many of the repairs, so he did not have to hire outside contractors.

##### PUBLIC WORKS DIRECTOR EGGLESTON

Work is progressing at Rio Bella. Bridge work on Seneca continues. He will meet with Fremar regarding the burn project at the brush pile. Trash and construction debris is still being found. Mayor Truman stated that maybe it just needs to be closed unless there is another big storm.

##### FINANCE DIRECTOR MILLER

Reported on the hail damage to City. All repairs to roofs will be made by Farah Construction. Miller was pleased to report that all new roofs will be Category 5 shingles. They will begin replacement at the old city building, wastewater building and a well house at Abilene.

##### CITY CLERK/HR DIRECTOR CARRITHERS

Reported that the search committee received over 20 resumes for the City Administrator position. The Committee has begun the process of narrowing the field for interviews.

**GOVERNING BODY REPORTS –**

**MAYOR TRUMAN**

Noted the amazing turnout for the Trick or Treat on Main last week. Inquired about the progress on the pallets as there seems that the stacks have gotten very high again. Fiedler reported that the fire department continues to conduct inspections at the facility. Two more items need to be submitted before a permit is issued.

**COUNCILMEMBER COLBERT**

Colbert thanked Mayor for the proclamation honoring our Veterans. There will be a dinner for Veterans next Monday, November 10<sup>th</sup>.

**COUNCILMEMBER REID**

Followed up with the process for permit issuance at the pallet facility. Confirmed that no permit has been issued.

**COUNCILMEMBER GREGORY**

There is a SCAC meeting on November 15<sup>th</sup> in Goddard. Reminded everyone of the craft fair and ham and bean lunch this Saturday benefiting the Historical Society.

**COUNCILMEMBER STAMM**

Turn out of Trick or treaters in his neighborhood was large. He also noted that police patrols were out and handing out candy.

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

**ADJOURN -**

**The meeting adjourned at 8:01 PM.**

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**Kristi Carrithers, City Clerk**

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

**A. MINUTES:**

**RECOMMENDED ACTION:**

Staff recommends motion to approve the minutes of November 4, 2025, Regular Council Meeting as presented/ amended.

**PRESENTATIONS / PROCLAMATIONS**

- A. Fleet Management Presentation
- B. Water Treatment Plant Update

**PUBLIC FORUM**

**APPOINTMENTS**

# Valley Center Fleet Management

## 11/18/2025



## History:

- ❖ Valley Center used a cash pay model for Fleet vehicle purchases for most of our history. This worked out ok for many years, but in early 2020's the City realized it had an aging vehicle Fleet and looked to explore options to update the fleet cost effectively. .
- ❖ Kansas statutes limit how cities can buy vehicles. Cities are prohibited from entering into normal financing or lease contracts. However, they are allowed to do a hybrid "lease to own" contract. In 2021, Enterprise Fleet Management approached the City about taking over our vehicle fleet using this lease to own model. This model would have the City entering into separate lease agreements for each vehicle. This arrangement allowed the City to have a newer fleet of vehicles, while also saving the City a great deal in maintenance costs as most vehicles were now under warranty for repairs.
- ❖ The City is now looking into taking the lease to own process in house. We will duplicate the model that Enterprise has but have also negotiated better lease rates to save the City money.

## The Enterprise Model Explained:

- ❖ You order the vehicle from Enterprise. They own several dealerships nationwide. Vehicle often take 4-6 months to arrive.
- ❖ They help track down hard to get vehicles like Tahoe's.
- ❖ 3-5-year lease to own contracts for each vehicle.
- ❖ One monthly payment to Enterprise for all vehicles.
- ❖ They tell you when to sell the vehicle if it financially makes sense to replace before the lease is over.
- ❖ They take the vehicle to auction and sell it for you.
- ❖ They handle the title and registration process for newly purchased vehicles.
- ❖ They charge a monthly fee to track the maintenance on each vehicle.



## What do we like about the Enterprise process?

- ❖ The Valley Center fleet is new and well maintained now. We no longer need a mechanic on staff.
- ❖ The process is easy to order new vehicles.
- ❖ One monthly payment to Enterprise for all vehicles combined.
- ❖ They tell us the optimal time to sell the vehicle.
- ❖ They handle the delivery, vehicle registration and disposal process which includes taking the vehicle for sale at auction.
- ❖ The Valley Center Directors really like having a fleet of new and reliable vehicles.

## What do we not like about the Enterprise process?

- ❖ The Interest Rate. The lease interest rate is hidden inside the contract and not disclosed. We have calculated that VC lease contracts are often in the range of 8-11.5% each depending on what the federal funds interest rate is at.
- ❖ Fees: Enterprise charges multiple types of fees for each vehicle. These are profit centers for the company.
- ❖ Vehicles ordered have taken up to 6 months to be delivered.

## Taking the Fleet Management process in house:

The Finance team has created the following game plan to take the Fleet Management process in house:

- ❖ Orders will be placed with Don Hatton in Park City. Don Hatton can order both new Ford and Chevy vehicles from one location. Most ordered vehicles will arrive within 90 days.
- ❖ Valley Center contacted all four of our banks to discuss handling lease to own contracts. Halstead offered the best rate at 2.5% BELOW NY Prime. The current NY Prime rate as of 11-10-25 is 7.0%. We currently can lease to own vehicles at 4.5% through Halstead.
- ❖ Don Hatton has requested the first chance to purchase vehicles traded in. This would be an attractive option for us as we would avoid the auction process which includes auction fees.

## Taking the Fleet Management process in house continued:

- ❖ Don Hatton and Eden's has expressed interest in helping sell vehicles at auction when needed.
- ❖ Maintenance schedules would be tracked in house.
- ❖ We are looking into purchasing inexpensive software to track vehicles values and maintenance schedules.
- ❖ The Finance team will handle the title work for each vehicle.
- ❖ Valley Center purchased only two vehicles in 2025. A high interest rate + tariff environment made purchasing vehicles cost prohibitive. We expect this process will ramp up quickly in 2026 as delayed purchases from 2025 are addressed under this new purchasing process.

# Savings:

Don Hatton Tahoe 11/3/2025	Enterprise Tahoe 11/3/2025	Difference with Don Hatton and Halstead
Price: \$ 56,281	Price: \$ 56,281	\$ 0
Interest Rate: 4.5%	Interest Rate: 10.08%*	5.58% lower
Fees: \$ 0	Fees: \$ 1,982.46	\$ 1,982.46 savings
Monthly Payment: \$ 1056.25	Monthly Payment: \$ 1198.02	\$ 141.77 lower per month
Monthly Service Fee: \$ 0	\$6 per month = \$360	\$ 360.00 savings

\*estimated based on last purchase

Total Savings: \$ 11,088.66

On 10-25-25 a Police Force F150 truck was involved with a collision with a deer. The vehicle was totaled out. We reached out to Don Hatton, and they were able to track down a police spec Tahoe in Arkansas. The vehicle was shipped to Valley Center and purchased through a lease to own contract on 11-3-25 through Halstead.

# Pending:

- ❖ We will do a contract full fleet analysis in the weeks ahead. All Enterprise vehicles have a termination fee. We will have legal council review the original Enterprise contract and see if there are any other expenses in breaking a lease contract with them. If it makes financial sense, we are considering breaking other lease contracts early and move them to Halstead Bank. If it does not make financial sense to break contracts, we will let all existing Enterprise contracts complete over time and make new purchases with Don Hatton/Halstead.
- ❖ We believe that moving the fleet process in house will result in extensive cost savings but will still allow us to have the reliable new fleet of vehicles we have had in recent years. Savings estimates range from \$60,000-\$110,000 per year once the fleet is fully brought in house. The range in savings will vary year to year based on the number of vehicles that need to be replaced in that budget year as well as the total number of vehicles being leased at that time.

## ❖ Questions/Comments/Concerns/Suggestions?



On July 1, 2025, Valley Center broke ground on a new water treatment plant. This new plant will supply our community with 1.4 million gallons per day of clean drinking water, allowing for more cost and quality control of our water supply. Once the plant is up and running in 2027, we will independently treat and supply our residents and customers with drinking water, no longer relying on the City of Wichita for this vital resource. Additionally, this new plant positions our community for economic development and growth for years to come while prioritizing sustainability and the environment through advanced water treatment technologies.

- Rendering of the New Water Treatment Plant



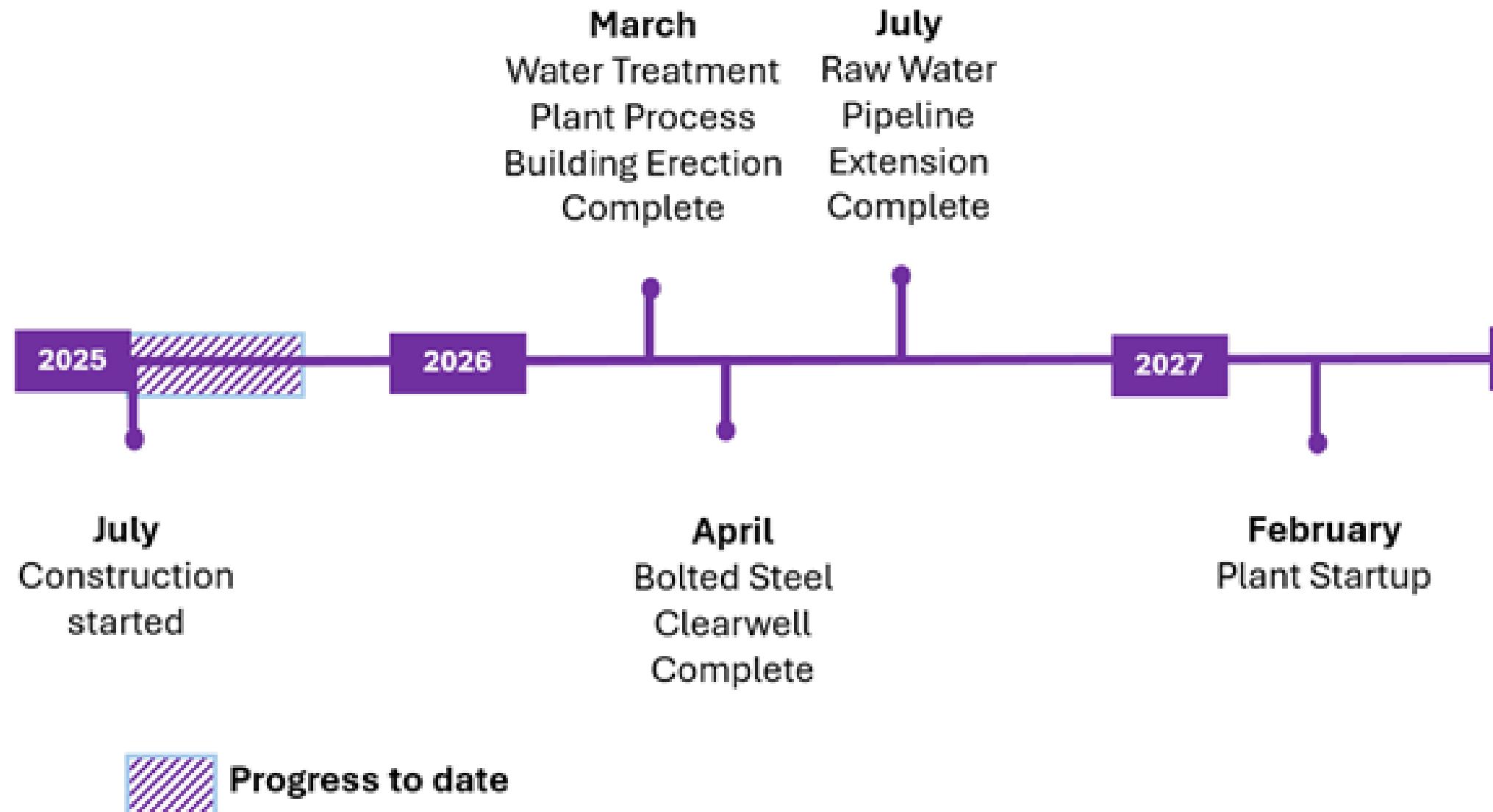
**SUPPORTS ECONOMIC  
DEVELOPMENT  
AND COMMUNITY  
GROWTH**

**WILL ALLOW THE CITY  
TO INDEPENDENTLY  
TREAT & SUPPLY  
RESIDENTS WITH  
CLEAN DRINKING WATER**

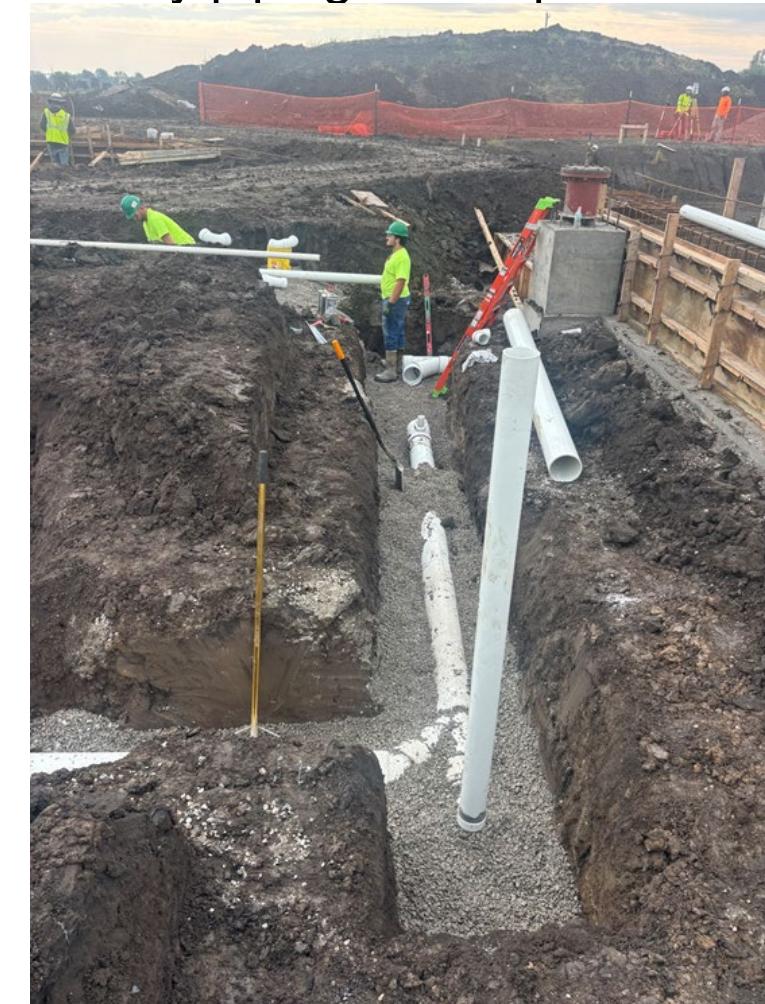
**WILL UTILIZE ADVANCED WATER TREATMENT  
TECHNOLOGIES TO** EFFICIENTLY TREAT AND  
MANAGE WATER RESOURCES

**PROVIDES FOR MORE  
COST AND QUALITY  
CONTROL OF THE  
CITY'S WATER**

**PRIORITIZES  
SUSTAINABILITY &  
THE ENVIRONMENT**



In October, the Backwash Settling Basin was completed, leak tested and backfilled. Construction of all underground utilities (plumbing, conduit for electrical wiring, chemical feed piping and water treatment process piping) is well underway. The building foundations continue to progress, and crews are preparing to pour the water treatment foundation before the end of the year. Plumbing and Sanitary piping for the plant October 25



# Compacting backfill around the Backwash Basin and Grouting of basin floor for proper sloping |



**OLD BUSINESS**

**A. CITY ADMINISTRATOR SEARCH COMMITTEE REPORT:**

City Clerk/HR Director will report on behalf of search committee. Final candidates have been selected for in person interviews. A request for a special meeting to discuss personnel matters of nonelected personnel will be made.

Special Meeting Request

Report only no action needed

SPECIAL COUNCIL MEETING  
CITY OF VALLEY CENTER  
November 24, 2025  
City Hall- 121 S. Meridian  
9:00 A.M.

TO: James Truman

We the undersigned Council Members of the City of Valley Center, Kansas, do hereby respectfully request you to call a Special Meeting of the Governing Body, November 24, 2025 at 9:00 a.m., City Hall, 121 S. Meridian, Valley Center, Kansas, to discuss personnel matters of nonelected personnel.

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**NEW BUSINESS**

**A. PRAIRIE LAKES – PHASE V-PROFESSIONAL SERVICE AGREEMENT- SEH:**

Samantha Ghareeb, SEH will present agreement for Professional Services with SEH Prairie Lakes Phase V Improvements. Agreement includes Construction Administration in the amount of \$35,400.00, On Site Resident Project Representative \$85,000.00 and Materials Testing \$7,500.00. Total Price \$127,900.00.

- Agreement

## Agreement for Professional Services

This Agreement is effective as of October 15, 2025, between City of Valley Center (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Prairie Lakes Phase V Construction Services**

**Client's Authorized Representative:** Clint Miller  
**Address:** 121 S. Meridian, PO Box 188, Valley Center, Kansas 67147, United States  
**Telephone:** 316.755.7310      **Email:** cmiller@valleycenterks.gov

**Project Manager:** Samantha Ghareeb  
**Address:** 3122 N. Cypress Street, Wichita, Kansas 67226  
**Telephone:** 4028305855      **Email:** sghareeb@sehinc.com

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

**Project Description:** The project area is an approximate 11.5 Acres on the north portion of Prairie Lakes Addition, including 40 single family lots. The design provided includes the associated streets, sidewalks, water main, sanitary sewer, and storm sewer in the City of Valley Center, Kansas.

### Scope of Work:

#### **Task 1: Construction Administration**

- Attend one pre-construction meeting for each project to include Client, Contractor and Geotechnical Consultant.
- Attend progress meetings as necessary.
- Review samples, schedules, shop drawings, the results of tests and inspections, and other data which the Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents.
- Consult with and advise the Client, act as the Client's representative at the Project site, issue all instructions of the Client to the Contractor, and prepare routine change orders as required.
- Review the Contractor's application for payment (assume 6), determine the amount owing the Contractor, and make recommendations to the Client regarding the payment thereof.
- Provide bi-weekly updates of construction progress to client.
- Provide Contractor with a list of outstanding items to be completed at the 90% stage of grading.
- Conduct one site visit to determine if the Project is substantially complete. Such site visits may include representatives from the Client. If the Contractor has fulfilled all of their obligations, Consultant may give written notice to the Client that the work is acceptable for final payment.

#### **Task 2: On-Site Resident Project Representative**

- A Resident Project Representation (RPR) will make site visits to carry out the tasks listed in this agreement. The time on site can vary and may be dependent upon contractor performance, unknown site conditions, agency coordination, testing coordination, among other factors. RPR services will be as described in attached Exhibit B.

- Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the Contractor(s), and to determine in general, if such work is proceeding in accordance with the Contract Documents.
- Assuming an average of one inspection per week during the entire length of the project.
- Coordinate material testing. Review test results, and promptly report any issues to the Contractor and Client. Take steps to help mitigate any failures in material testing.

**Task 3: Material Testing (Terracon Consulting)**

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

**Assumptions:**

The following assumptions were made in preparing this proposal:

- Full time on-site RPR is not anticipated. We are assuming that SEH will make site visits to observe progress, monitor general conformance with the plans, coordination with the Contractor, and coordination of construction staking and materials testing. Contract administration services have been budgeted assuming the construction contract duration for operations does not exceed 150 calendar days. Construction beyond the 150 calendar days duration may require and adjustment to this contract amount.
- Materials testing services will be completed by Terracon Consulting as a subconsultant to this agreement with the Client. Additional testing will be paid for by the Contractor, unless specifically requested by the Client.

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

**Payment:**

**Task 1: Construction Administration**

The total fee is Lump Sum for all expenses and equipment.

**Task 2: On Site Resident Project Representative**

The total fee is hourly and estimated to be \$85,000 including expenses and equipment.

**Task 3: Material Testing (Provided by Terracon)**

The total fee is hourly and estimated to be \$7,500 including expenses and equipment.

Task	Total
Task 1: Construction Administration – Lump Sum	\$35,400
Task 2: On Site Resident Project Representative – Hourly + Expenses	\$85,000
Task 3: Material Testing – Hourly + Expenses	\$7,500
<b>TOTAL:</b>	<b>\$127,900</b>

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1 and A-2.

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

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

**Short Elliott Hendrickson Inc.**

**City of Valley Center**

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

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

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

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

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

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

**Exhibit A-1****Payments to Consultant for Services and Expenses Using the Hourly Basis Option**

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

**A. Hourly Basis Option**

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

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

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

**B. Expenses**

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

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

The Client shall pay Consultant monthly for expenses.

### **C. Equipment Utilization**

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

The Client shall pay Consultant monthly for equipment utilization.

**Exhibit A-2****Payments to Consultant for Services and Expenses Using the Lump Sum Basis Option**

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

**A. Lump Sum Basis Option**

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

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

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

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

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

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

**Exhibit B-4****A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative**

Through part time on-site observation of the construction work in progress and field checks of materials and equipment by the Consultant's Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, construction plans, standard specifications, special provisions, field design changes, permits, manuals, addenda, clarifications, interpretations, change orders, and reviewed shop drawings. The duties and responsibilities of the RPR are further defined as follows:

**A. General**

Client has requested that part time construction observation be provided by the Consultant for this project. Part time construction observation is requested for the purpose of reducing the time that the RPR is on the project site during construction activities and/or for the need to only observe critical construction activities associated with the Work. Based on the part time nature of this request, Consultant will attempt to provide protection for the Client against defects and deficiencies in the Work during those time periods where the Consultant's RPR is on-site. For those time periods where the Consultant's RPR is not on site, either due to the part time nature of the construction observation being requested or by not being made aware that the construction activities are occurring by the contractor and/or Client, the Consultant shall have no responsibility in observing or documenting the Work performed by the contractor during these time periods. Furthermore, the Consultant will have no liability for contractor's failure to perform Work in accordance with the Contact Documents, including errors made during past or current construction completed while the Consultant's RPR was not on the site.

While on-site, Consultant's RPR is an agent of the Client, will act as directed by and under the supervision of Consultant's project manager, and will confer with Consultant's project manager and Client regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Consultant's project manager and contractor assisting with keeping the Client informed as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant's project manager. Consultant's RPR will endeavor to complete the below duties and responsibilities of the RPR as further defined in the Agreement of Professional Services Scope of Work and to the extent feasible based on the part time nature of the services.

**B. Duties and Responsibilities of RPR**

1. Schedules: Review the proposed construction schedule and schedule of values prepared by contractor; and consult with Client concerning acceptability.
2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, and other project related meetings; and prepare and circulate copies of minutes thereof.
3. Liaison:
  - (a) Serve as liaison with contractor, working principally through contractor's superintendent and assisting in understanding / communicating the intent of the Contract Documents.
  - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Review of Work, Observations and Tests:

(a) While on site, conduct observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.

(b) Update the Client to keep them informed of issues and progress of the Work.

(c) Notify the Client of any unanticipated project conditions, any observed Work believed to be unsatisfactory or defective and does not conform to the Contract Documents, any unauthorized Work, or any non-conforming materials that are subject to rejection.

(d) Coordinate with the testing consultant to schedule testing and confirm compliance with the project requirements and the project Schedule of Materials Controls.

(e) If unsafe conditions are observed, notify the contractor immediately, and if unresolved, notify the Consultant's project manager and Client for determination of possible suspension of Work.

5. Interpretation of Contract Documents: Report to Client when clarifications, interpretations, and requests for information regarding the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Client.

#### 6. Modifications:

(a) Convey contractor's suggestions for modifications in construction plans and specifications to Client and assist with evaluation. Transmit to contractor decisions as issued by Client.

(b) Provide assistance with preparation of final documentation of change orders and field design changes critical construction activities observed while on-site.

#### 7. Records / Reporting:

(a) Measure and document construction quantities that were placed while on-site, maintain an up to date item record account, and enter observed quantities into the Project filing system.

(b) Maintain orderly files of project documentation.

(c) Keep a diary, recording contractor's activities while RPR is on site including weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, photos, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Client.

(d) Document changes in the plans and field conditions observed.

(e) Prepare appropriate lists of observed items requiring completion or correction by the contractor.

(f) Notify Consultant's project manager and Client immediately upon the occurrence of any accident.

8. Payment Requests: For observed portions of the Work review applications for payment for compliance with the established procedure for their submission and forward with recommendations to Client.

#### 9. Completion:

(a) Conduct final inspection in the company of Client and contractor and assist with preparation of a final list of items to be completed or corrected.

(b) Observe that all items on final list have been completed or corrected and make recommendations to Client concerning acceptance.

### **C. Limitations of Authority**

Resident Project Representative:

1. Shall not authorize any deviation from of the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not provide direction, superintendence, or guidance to the contractor, their crews, their subcontractors, or their suppliers on means and methods to accomplish the Work.
3. Shall not suspend any portion of the Work without explicit Client authorization.
4. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
5. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
6. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
7. Shall not accept shop drawing or sample submittals from anyone other than contractor.
8. Shall not authorize Client to occupy the Project in whole or in part.
9. Shall not participate in specialized tests or inspections conducted by others except as specifically authorized by Client.

## General Conditions of the Agreement for Professional Services

### SECTION I – SERVICES OF CONSULTANT

#### A. General

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

#### B. Schedule

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

#### C. Additional Services

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

#### D. Suspension and Termination

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

### SECTION II – CLIENT RESPONSIBILITIES

#### A. General

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

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

### SECTION III – PAYMENTS

#### A. Invoices

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

costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.

2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

#### SECTION IV – GENERAL CONSIDERATIONS

##### A. Standards of Performance

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

##### B. Indemnity for Environmental Issues

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

##### C. Limitations on Liability

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

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

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

##### D. Assignment

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

##### E. Dispute Resolution

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

#### SECTION V – INTELLECTUAL PROPERTY

##### A. Proprietary Information

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

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

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

##### C. Reuse of Documents

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

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

**A. PRAIRIE LAKES – PHASE V-PROFESSIONAL SERVICE  
AGREEMENT- SEH:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommend approval of Professional Services Agreement with SEH for the Prairie Lakes Phase V Improvements in the amount of \$127,900.00 and authorize Mayor to sign.**

**NEW BUSINESS**

**B. AMBER RIDGE PHASE I AGREEMENT -PRADO CONSTRUCTION LLC:**

Samantha Ghareeb, SEH will present construction agreement with Prado Construction LLC for the Amber Ridge Phase I Improvements. The project will include 9,250 SY of Paving, 3,000 LF of water main, 3,000 LF of sanitary sewer, 1500 LF of storm sewer and erosion control. Contract price is \$1,819,969.75.

- Construction Agreement

**DOCUMENT 00 52 00****STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE**

**THIS AGREEMENT** is by and between the CITY OF VALLEY CENTER, KS  
 (Owner) and Prado Construction, LLC (Contractor).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

AMBER RIDGE PHASE I IMPROVEMENTS  
 Valley Center, Kansas  
 HORCA 185490

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 9,250 SY of Paving, 3,000 LF of Water main, 3,000 LF of Sanitary Sewer, 1500 LF of Storm Sewer and Erosion Control.

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by Short Elliott Hendrickson Inc. (SEH®).

3.02 The Owner has retained SEH (Engineer) to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be substantially completed on or before May 1, 2026, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before June 1, 2026.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
  - 1. Substantial Completion: Contractor shall pay Owner \$750 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### 4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

### ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, the Price shall be \$1,819,969.75 for Alternate Bid.

### ARTICLE 6 – PAYMENT PROCEDURES

#### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

#### 6.02 *Progress Payments; Retainage*

- A. Subject to the provisions of SC-15.01.C, Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications of Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract:
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
    - a. 95 percent of Work completed (with the balance being retainage).
    - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

#### 6.04 *Interest*

All amounts not paid when due shall bear interest at the commercial prime rate in effect on the date payment becomes due.

### **ARTICLE 7 – CONTRACT DOCUMENTS**

#### 7.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. Addenda (numbers 00 00 1\_\_ to 00 00 1\_\_, inclusive).
  - 2. This Agreement (pages 00 52 00-1 to 00 52 00-6, inclusive).
  - 3. Performance Bond (Document 00 61 13).
  - 4. Payment Bond (Document 00 61 14).
  - 5. General Conditions (pages 00 72 00-1 to 00 72 00-66, inclusive).
  - 6. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-8, inclusive).
  - 7. Specifications as listed in the table of contents of the Project Manual.
  - 9. The Drawings listed in the index located on Drawing Sheet 1.
  - 10. Exhibits to this Agreement (enumerated as follows).
    - a. Contractor's Bid (Document 00 41 00).
    - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_ to \_\_\_\_, inclusive).
    - c. Certificate of Insurance.
  - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Field Order(s).
    - c. Work Change Directive(s).
    - d. Change Order(s).
- B. The documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

### 8.01 Contractor's Representations

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

### 8.02 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## ARTICLE 9 – MISCELLANEOUS

### 9.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 9.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CITY OF VALLEY CENTER, KS

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

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

[CORPORATE SEAL]

CONTRACTOR:

Error! Reference source not found. PRADO CONSTRUCTION, LLC

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

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

[CORPORATE SEAL]

Attest: \_\_\_\_\_

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

Address for Giving Notices:

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(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement).

Attest: \_\_\_\_\_

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

Address for Giving Notices:

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License No. \_\_\_\_\_

(Where Applicable)

Agent for service of process: \_\_\_\_\_

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

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

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Designated Representative:

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

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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

**END OF DOCUMENT**

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

**B. AMBER RIDGE PHASE I AGREEMENT -PRADO CONSTRUCTION  
LLC:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommend approval of agreement with Prado Construction LLC for Amber Ridge Phase I Improvements in the amount of \$1,819,969.75 and authorize Mayor to sign.**

**NEW BUSINESS**

**C. AMBER RIDGE PHASE 1 PROFESSIONAL SERVICES AGREEMENT -SEH:**

Samantha Ghareeb, SEH will present agreement for Professional Services with SEH for Amber Ridge Phase I Improvements. Agreement includes Construction Administration in the amount of \$43,400.00 On Site Resident Project Representative \$133,000.00 and Materials Testing \$8,500.00. Total Price \$184,900.00.

- Agreement

## Agreement for Professional Services

This Agreement is effective as of October 15, 2025, between City of Valley Center (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Amber Ridge Phase I - Construction Services**

**Client's Authorized Representative:** Clint Miller  
**Address:** 121 S. Meridian, PO Box 188, Valley Center, Kansas 67147  
**Telephone:** 316.755.7310      **Email:** cmiller@valleycenterks.gov

**Project Manager:** Samantha Ghareeb  
**Address:** 3122 N. Cypress Street, Wichita, Kansas 67226  
**Telephone:** 402.830.5855      **Email:** sghareeb@sehinc.com

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

**Project Description:** The project area is an approximate 22 Acres on the north portion of Trails End Addition, including 65 single family lots. The design provided includes the associated streets, sidewalks, water main, sanitary sewer, and storm sewer in the City of Valley Center, Kansas.

### Scope of Work:

#### **Task 1: Construction Administration**

- Attend one pre-construction meeting for each project to include Client, Contractor and Geotechnical Consultant.
- Attend progress meetings as necessary.
- Review samples, schedules, shop drawings, the results of tests and inspections, and other data which the Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents.
- Consult with and advise the Client, act as the Client's representative at the Project site, issue all instructions of the Client to the Contractor, and prepare routine change orders as required.
- Review the Contractor's application for payment (assume 6), determine the amount owing the Contractor, and make recommendations to the Client regarding the payment thereof.
- Provide bi-weekly updates of construction progress to client.
- Provide Contractor with a list of outstanding items to be completed at the 90% stage of grading.
- Conduct one site visit to determine if the Project is substantially complete. Such site visits may include representatives from the Client. If the Contractor has fulfilled all of their obligations, Consultant may give written notice to the Client that the work is acceptable for final payment.

#### **Task 2: On-Site Resident Project Representative**

- A Resident Project Representation (RPR) will make site visits to carry out the tasks listed in this agreement. The time on site can vary and may be dependent upon contractor performance, unknown site conditions, agency coordination, testing coordination, among other factors. RPR services will be as described in attached Exhibit B.
- Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the

Contractor(s), and to determine in general, if such work is proceeding in accordance with the Contract Documents.

- Assuming an average of one inspection per week during the entire length of the project.
- Coordinate material testing. Review test results, and promptly report any issues to the Contractor and Client. Take steps to help mitigate any failures in material testing.

**Task 3: Material Testing (Terracon Consulting)**

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

**Assumptions:**

The following assumptions were made in preparing this proposal:

- Full time on-site RPR is not anticipated. We are assuming that SEH will make site visits to observe progress, monitor general conformance with the plans, coordination with the Contractor, and coordination of construction staking and materials testing. Contract administration services have been budgeted assuming the construction contract duration for operations does not exceed 180 calendar days. Construction beyond the 180 calendar days duration may require and adjustment to this contract amount.
- Materials testing services will be completed by Terracon Consulting as a subconsultant to this agreement with the Client. Additional testing will be paid for by the Contractor, unless specifically requested by the Client.

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

**Payment:**

**Task 1: Construction Administration**

The total fee is Lump Sum for all expenses and equipment

**Task 2: On Site Resident Project Representative**

The total fee is hourly and estimated to be \$133,000 including expenses and equipment.

**Task 3: Material Testing (Provided by Terracon)**

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

Task	Total
Task 1: Construction Administration – Lump Sum	\$43,400
Task 2: On Site Resident Project Representative – Hourly + Expenses	\$133,000
Task 3: Material Testing – Hourly + Expenses	\$8,500
<b>TOTAL:</b>	<b>\$184,900</b>

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1 and A-2.

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

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

**Short Elliott Hendrickson Inc.**

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

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

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

**City of Valley Center**

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

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

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

## Exhibit A-1

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

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

#### A. Hourly Basis Option

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

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

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

#### B. Expenses

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

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

The Client shall pay Consultant monthly for expenses.

#### C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant

invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

**Exhibit A-2****Payments to Consultant for Services and Expenses Using the Lump Sum Basis Option**

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

**A. Lump Sum Basis Option**

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

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

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

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

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

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

**Exhibit B-4****A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative**

Through part time on-site observation of the construction work in progress and field checks of materials and equipment by the Consultant's Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, construction plans, standard specifications, special provisions, field design changes, permits, manuals, addenda, clarifications, interpretations, change orders, and reviewed shop drawings. The duties and responsibilities of the RPR are further defined as follows:

**A. General**

Client has requested that part time construction observation be provided by the Consultant for this project. Part time construction observation is requested for the purpose of reducing the time that the RPR is on the project site during construction activities and/or for the need to only observe critical construction activities associated with the Work. Based on the part time nature of this request, Consultant will attempt to provide protection for the Client against defects and deficiencies in the Work during those time periods where the Consultant's RPR is on-site. For those time periods where the Consultant's RPR is not on site, either due to the part time nature of the construction observation being requested or by not being made aware that the construction activities are occurring by the contractor and/or Client, the Consultant shall have no responsibility in observing or documenting the Work performed by the contractor during these time periods. Furthermore, the Consultant will have no liability for contractor's failure to perform Work in accordance with the Contact Documents, including errors made during past or current construction completed while the Consultant's RPR was not on the site.

While on-site, Consultant's RPR is an agent of the Client, will act as directed by and under the supervision of Consultant's project manager, and will confer with Consultant's project manager and Client regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Consultant's project manager and contractor assisting with keeping the Client informed as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant's project manager. Consultant's RPR will endeavor to complete the below duties and responsibilities of the RPR as further defined in the Agreement of Professional Services Scope of Work and to the extent feasible based on the part time nature of the services.

**B. Duties and Responsibilities of RPR**

1. Schedules: Review the proposed construction schedule and schedule of values prepared by contractor; and consult with Client concerning acceptability.
2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, and other project related meetings; and prepare and circulate copies of minutes thereof.
3. Liaison:
  - (a) Serve as liaison with contractor, working principally through contractor's superintendent and assisting in understanding / communicating the intent of the Contract Documents.
  - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Review of Work, Observations and Tests:

- (a) While on site, conduct observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
- (b) Update the Client to keep them informed of issues and progress of the Work.
- (c) Notify the Client of any unanticipated project conditions, any observed Work believed to be unsatisfactory or defective and does not conform to the Contract Documents, any unauthorized Work, or any non-conforming materials that are subject to rejection.
- (d) Coordinate with the testing consultant to schedule testing and confirm compliance with the project requirements and the project Schedule of Materials Controls.
- (e) If unsafe conditions are observed, notify the contractor immediately, and if unresolved, notify the Consultant's project manager and Client for determination of possible suspension of Work.

5. Interpretation of Contract Documents: Report to Client when clarifications, interpretations, and requests for information regarding the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Client.

6. Modifications:

- (a) Convey contractor's suggestions for modifications in construction plans and specifications to Client and assist with evaluation. Transmit to contractor decisions as issued by Client.
- (b) Provide assistance with preparation of final documentation of change orders and field design changes critical construction activities observed while on-site.

7. Records / Reporting:

- (a) Measure and document construction quantities that were placed while on-site, maintain an up to date item record account, and enter observed quantities into the Project filing system.
- (b) Maintain orderly files of project documentation.
- (c) Keep a diary, recording contractor's activities while RPR is on site including weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, photos, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Client.
- (d) Document changes in the plans and field conditions observed.
- (e) Prepare appropriate lists of observed items requiring completion or correction by the contractor.
- (f) Notify Consultant's project manager and Client immediately upon the occurrence of any accident.

8. Payment Requests: For observed portions of the Work review applications for payment for compliance with the established procedure for their submission and forward with recommendations to Client.

9. Completion:

- (a) Conduct final inspection in the company of Client and contractor and assist with preparation of a final list of items to be completed or corrected.
- (b) Observe that all items on final list have been completed or corrected and make recommendations to Client concerning acceptance.

**C. Limitations of Authority**

Resident Project Representative:

1. Shall not authorize any deviation from of the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not provide direction, superintendence, or guidance to the contractor, their crews, their subcontractors, or their suppliers on means and methods to accomplish the Work.
3. Shall not suspend any portion of the Work without explicit Client authorization.
4. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
5. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
6. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
7. Shall not accept shop drawing or sample submittals from anyone other than contractor.
8. Shall not authorize Client to occupy the Project in whole or in part.
9. Shall not participate in specialized tests or inspections conducted by others except as specifically authorized by Client.

## General Conditions of the Agreement for Professional Services

### SECTION I – SERVICES OF CONSULTANT

#### **A. General**

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

#### **B. Schedule**

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

#### **C. Additional Services**

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

#### **D. Suspension and Termination**

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

### SECTION II – CLIENT RESPONSIBILITIES

#### **A. General**

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

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

3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

### SECTION III – PAYMENTS

#### **A. Invoices**

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

costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.

2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

#### SECTION IV – GENERAL CONSIDERATIONS

##### A. Standards of Performance

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

##### B. Indemnity for Environmental Issues

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

##### C. Limitations on Liability

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

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

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

##### D. Assignment

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

##### E. Dispute Resolution

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

#### SECTION V – INTELLECTUAL PROPERTY

##### A. Proprietary Information

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

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

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

##### C. Reuse of Documents

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

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

**C. AMBER RIDGE PHASE 1 PROFESSIONAL SERVICES AGREEMENT -SEH:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommend approval of Professional Services Agreement with SEH for the Amber Ridge Phase I Improvements in the amount of \$184,900.00 and authorize Mayor to sign.**

**NEW BUSINESS**

**D. ACCEPTANCE OF SECTION 5310 SUBRECIPIENT GRANT  
AGREEMENT FOR SENIOR BUS:**

City Clerk/HR Director Carrithers will present grant agreement with City of Wichita for the purchase of a 12-passenger bus for use by the Valley Center Senior Center. Total cost for bus is \$125,614.00 with the City of Valley Center local match totaling \$18,843.00. Council approved the acceptance of award and approval of matching funds at the April 15, 2025, meeting. Funding will be from Fleet Management funds.

- Grant Agreement

**SUBRECIPIENT GRANT AGREEMENT**

**Between**

**THE CITY OF WICHITA – TRANSIT DEPARTMENT**

**And**

**City of Valley Center**

**For**

**Section 5310: Enhanced Mobility of Seniors and Individuals with Disabilities**

**Funded through the**

**FEDERAL TRANSIT ADMINISTRATION**

**For a Federal Award of \$ 106,771**

**Performance Period: July 1, 2025 - June 30, 2027**

Amount of federal funds obligated by this action: \$ 106,771

Total amount of federal funds obligated to this subrecipient: \$ 106,771

Total amount of the federal award committed to this subrecipient by the pass-through entity: \$ 106,771

Amount of local match related to this action: \$ 18,843

Total project budget related to this action: \$ 125,614

Raven Alexander, Mobility Relations & Grants Manager  
Wichita Transit  
455 N. Main St.  
Wichita, Kansas 67202  
Phone (316) 352-4868  
ralexander@wichita.gov

Federal award date: April 11, 2025

Date agreement fully executed:

## EXHIBIT A

### AGREEMENT

**THIS AGREEMENT** (hereinafter the "Agreement") entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and dated to be effective July 1, 2025, by and between the City of Wichita, Kansas (hereinafter the "City") and City of Valley Center, (hereinafter the "Subrecipient"), located at 121 S Meridian Ave, Valley Center, KS 67147-2135.

**WITNESSETH THAT:**

**WHEREAS**, The City and the Subrecipient both operate transportation services within the Wichita Urbanized Area (UZA) and are committed to improving mobility for seniors and individuals with disabilities; and

**WHEREAS**, pursuant to the Fixing America's Surface Transportation (FAST) Act ("Act"), the City is the designated recipient in the Wichita UZA of U.S. Federal Transit Administration (hereinafter the "FTA") Enhanced Mobility of Seniors and Individuals with Disabilities – Section 5310 funding (hereinafter "5310"), totaling \$1,355,859 and funded under Assistance Listings Number (ALN) 20.513 – Capital Assistance Program for Elderly Persons and Persons with Disabilities.

**WHEREAS**, under terms of the Grant No. KS 2025-003, dated April 11, 2025, specified in the 2025 FTA Master Agreement, (attached hereto as Exhibit C), the City hereby awards a cost-reimbursable subaward to City of Valley Center, Unique Entity Identifier N7CAM39BW8Z4.

**WHEREAS**, the cooperation of the City and the Subrecipient is essential for the successful local implementation of projects under the 5310 program; and

**WHEREAS**, Subrecipient was selected for recommendation for award by the Wichita Area Metropolitan Planning Organization (WAMPO), reviewed by staff of the City Manager's Office, Transit and Law Departments, approved by the Wichita City Council; and

**NOW, THEREFORE**, the parties hereto do mutually agree that this Agreement is entered into predicated upon the following terms and/or conditions, all and every one of which the parties hereto agree to observe and perform:

#### I. SCOPE OF SERVICES

**1. Scope of Services: Aquisition of Cutaway Van**

More in-depth discussion of the scope of services will be detailed in **Exhibit D**. The services provided by Subrecipient pursuant to this Agreement are hereinafter collectively referred to as the "Project" and are defined in further detail in **Exhibit D**

The Subrecipient, assuming responsibility for the implementation of the actual operation of the Project herein specified, shall perform services in a satisfactory and proper manner as determined by the City and as outlined per **Exhibits D and E**.

If the scope of services includes executing the outright purchase of a vehicle to be entered into by the parties for vehicle(s) procured through this Grant and subaward, Subrecipient's obligations for preventative maintenance, responsive repairs, and recordkeeping continue for the useful life of the vehicle. The City and Subrecipient shall each be solely responsible for the separate operation and management of their respective transportation systems.

**2. Revision of Scope:** The performance criteria, objectives and budget items in **Exhibits D** through **F** may be modified, revised or amended upon the joint written consent of the parties. The Subrecipient may request a budget revision, not to exceed the total award in this agreement, at any time throughout the duration of this

Agreement. However, prior to any purchases under the new budget, the City must approve the revision in writing and the revision must not substantially change the scope or outcomes of the Project. Approval may be in the form of a letter, a fax, or an email.

## II. COMMENCEMENT AND COMPLETION

1. **Commencement and Time of Performance:** The services of the Subrecipient are to commence as soon as practicable on or after the date of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement through a period ending June 30, 2027. All expenditures associated with implementation of this project must be incurred by June 30, 2027, and submitted for reimbursement by July 15, 2027.
2. **Agreement Completion Date:** Unless an extension has been approved by the City in advance, OR unless this Agreement is terminated earlier in accordance with other provisions herein, this agreement will end on June 30, 2027 except that Subrecipient shall complete such close-out requirements no later than the date dictated by **Section III.9** below.
3. **After Completion Date:** The funding provided during the finite term of this subaward shall be used to ensure vehicle preventative maintenance and record keeping, extending throughout the useful life of the vehicle for the purposes of vehicle maintenance and repair. The vehicle use after final payment under this subaward will remain restricted to its intended use supported by the subaward record keeping obligations and maintenance agreements. Failure to do so will be deemed a breach of this subaward Agreement. The obligation to honor and fully perform those agreements shall survive the term of this subaward Agreement. Failure to meet this obligation will be considered in future competitive solicitation for subawards and program funds and may be enforced by setoff from future subawards or program funds and by any other means allowed by law.

## III. COMPENSATION AND USE OF FUNDS

1. **Regulation for Use of Funds:** The use of funds received pursuant to this Agreement shall be in accordance with the requirements of 2 CFR Chapter I, 2 CFR Chapter II Part 200; other regulations governing the use of these funds; and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. *It is the Subrecipient's responsibility to read, understand, and comply with these regulations.*
2. **Uniform Grant Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:** This Agreement provides information pursuant to the requirements set forth in 2 CFR 200.331. The City and Subrecipient hereby agree, in the performance of this Agreement, to comply with all applicable federal, state, and local laws, including specifically this Agreement and all Exhibits, and all requirements of the FTA 5310 Enhanced Mobility Program and 2 CFR Chapter I, Chapter II Part 200,: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as appropriate and applicable. 2 CFR Chapter I, Chapter II Part 200, et al. is commonly referred to as the Super Circular and replaced 49 CFR Parts 18 & 19, or the Common Grant Rule, which is referred to in the 5310 circular.
3. **Total Payments:** Total amount of funds provided by the City to the Subrecipient under this Agreement shall not exceed \$0. At the sole discretion of the City, any unexpended funds as of June 30, 2027 may be de-obligated from this Agreement and made available for other eligible projects, as determined appropriate by the City. As referenced in **Section II.1** above, all expenditures associated with implementation of this Project must be incurred or encumbered by June 30, 2027, and submitted for reimbursement by July 15, 2027, unless a written extension request is received and approved by the City.
4. **Vendor Registration:** The Subrecipient must complete the necessary paperwork to become a vendor of the City of Wichita before any payment can be made. This includes completing the City's vendor registration form(s), providing the Subrecipient's current W-9, and City staff verifying the Subrecipient's taxpayer ID with the IRS. The

address on the Vendor Registration form must agree to the address on the invoice requesting reimbursement. If there are any changes, a new Vendor Registration form must be completed.

1. **Reimbursement Requests:** This is a cost-reimbursement Agreement. Disbursement of funds under this Agreement may be requested only for necessary, reasonable, and allowable costs of this Project, as described in **Exhibits D through F**, and for which the Subrecipient has made payment during the period of performance as set forth in **Section II.1** above.

The City agrees to reimburse the Subrecipient for such costs, and payment shall be made upon the receipt of a request for reimbursement form, using the template provided in **Exhibit F**, so long as the Subrecipient is current on all performance and financial reporting and has provided the necessary response and/or support for any other request, if any, that has been made by the City of Wichita in regards to this Agreement. The City will reimburse all approved reimbursement requests within 30 days of the request, unless the entity has qualified as a small business vendor of the City. The request must include all the necessary documentation and any questions must be sufficiently answered as determined by the City of Wichita.

All requests for reimbursement must be further accompanied by an invoice which identifies the address to which the payment should be remitted and supporting documentation substantiating the payment of the eligible expenses being requested for reimbursement. Such supporting documentation shall include, but is not limited to, an agency payment voucher; a copy of the signed check with which the payment was made; any invoices, receipts and/or bills from vendors; and any relevant time sheets and related payroll reports. The Subrecipient shall also submit the Duplication of Benefits Certification, which is included as part of **Exhibit F**, as required by **Section III.6** below. The City reserves the right to request further supporting documentation as necessary to ensure compliance with its implementing regulations and 2 CFR Part 200.

2. **Double Reimbursement:** The Subrecipient must not claim reimbursement from the City under this Agreement for any portion of its obligations that has been paid by another source of revenue. A Duplication of Benefits (hereinafter "DOB") occurs when any subrecipient receives funding assistance from multiple sources of funding for the same expenses. Federal law prohibits agencies administering federal funds from providing assistance to any person, business concern, or other entity for any part of such loss as to which they have received financial assistance under any other program or from insurance or any other source. If the City determines that a DOB has occurred, the funds that are in excess of the need and duplicated by other assistance received by the beneficiary for the same purpose must be recaptured. The Duplication of Benefits Certification is included as part of the Request for Reimbursement form, **Exhibit F**.
3. **Restriction on Disbursements:** Funds shall not be disbursed to Subrecipient except pursuant to the conditions of this Agreement. Disbursements may be suspended or terminated under this Agreement upon refusal to accept any additional conditions that may be imposed by the City at any time or if the funds granted to the City of Wichita are suspended or terminated.
4. **Withholding Payments:** All payments to the Subrecipient are subject to the Subrecipient's compliance with this Agreement. Any breach of the Agreement is grounds for non-payment until such corrective measures are made which will resolve the Agreement non-compliance.
5. **Close-out Reimbursement:** Close-out requests for reimbursement must be submitted by July 15, 2027. If not submitted, the unexpended funds under this Agreement shall revert to the City of Wichita unless the agreement is amended or extended upon mutual agreement of the parties.
6. **Compliance with applicable laws:** The Subrecipient must comply with all other applicable Federal statutes, regulations, and Executive orders, and the Subrecipient shall provide for compliance with any implementing regulations, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds, pursuant to 2 CFR Part 200.

## IV. USE AND DISPOSITION OF PROPERTY

1. **Disposition of Expendable/Non-Expendable Real and Personal Property:** The Subrecipient agrees to follow [2 CFR § 200.311 through 200.315](#) in regards to all real and personal property purchased in whole or in part with funds pursuant to this Agreement. These sections of [2 CFR Part 200, Subpart D](#) govern the title, use, management, and disposition of real and personal property, which includes but is not limited to the following.
  - a. **Management requirements:** The Subrecipient must have procedures in place for managing real property and equipment, whether acquired as a whole or in part under a Federal award, until disposition takes place. These procedures, at a minimum, must meet the following requirements:
    - i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property;
    - ii. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years;
    - iii. A control system must be in place to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated;
    - iv. Adequate maintenance procedures must be in place to keep the property in good condition; and
    - v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be in place to ensure the highest possible return.
  - b. **Disposition:** Barring any changes in regulations for 5310 funds by the FTA, the Subrecipient must obtain written authorization from the City before disposing of an item of real or personal property with an original cost exceeding \$5,000 (City's threshold) that was purchased with funds disbursed under this Agreement. All proceeds from the sale of real or personal property purchased with any funds disbursed under this Agreement must be returned to the City within 30 days of the receipt and must include a notation of what grant the funds were received under. The Subrecipient agrees the City may file the appropriate legal instrument(s) necessary to protect the City's financial interest and that the City has not waived any rights pertaining to property purchased with funds under this Agreement. The City will then be responsible for returning the funds to the appropriate Federal agency or using them for a purpose in accordance with Federal regulations.

## V. ASSIGNMENTS

1. **Assignability:** Neither the City nor the Subrecipient shall assign, sublet, or transfer their interest in this Agreement without the prior written consent of the other.
2. **Subcontracting/Third Party Contracts:** The Subrecipient agrees to furnish the City with a copy of any and all third-party contracts that it executes in the performance of the work to be undertaken within the scope of this Agreement.

The Subrecipient agrees to incorporate or cause to be incorporated in all third-party contracts or subcontracts funded under the 5310 program provisions requiring all applicable Federal, State, and local laws, rules, and regulations to be adhered to in accordance with all parts of this Agreement. Specifically, the Subrecipient agrees to require and monitor compliance by all contractors, subcontractors, and other third parties. Any third-party contract that is not in accordance with the outlined budget in this Agreement will be subject to the advance,

written approval of the City. Furthermore, the City shall not be obligated or liable hereunder to any party other than the Subrecipient.

## VI. AUDITS AND INSPECTIONS

- Audits and Inspections:** The Subrecipient must establish an adequate accounting system on a current basis in accordance with generally accepted accounting principles and standards and in accordance with any specific requirements of the Controller of the City of Wichita. Subrecipient personnel will make available to City staff and any other auditor authorized by the City, all program and accounting records and financial statements needed to meet the requirements of [2 CFR § 200.300 through 200.309](#) and [Subpart F](#). If any portion of the funds approved by this Agreement is subcontracted to other organizations for the delivery of objectives and criteria, the Subrecipient will ensure that the fiscal and performance records of the subcontractor will be available for inspection by Controller Office personnel or duly authorized auditors; by including appropriate clauses in all its subcontracts.

Subrecipients that expend \$1,000,000 or more during the Subrecipient's fiscal year in Federal awards, including funds disbursed under this agreement, must have a single audit conducted for that year in accordance with the provisions of [2 CFR Part 200, Subpart F](#). Single audit requirements will remain in effect until all sub-award funds are expended and audited. Subrecipient shall also provide notice of the completion of required audits and any adverse findings, which impact this Subaward as required by [2 CFR parts 200.501 – 200.521](#).

Any Subrecipient receiving less than \$1,000,000 in Federal funding shall not be required by the City to undergo an annual independent single audit of the expenditures under this Agreement; however, records must be available for review or audit by the appropriate officials of the Federal agency, pass-through entity, and the Government Accountability Office. Furthermore, no expenditures with respect to any such audit undertaken by the Subrecipient of its own initiative shall be chargeable to the funds under this Agreement. All audit reports are to be completed within six months of the Subrecipient's fiscal year end, and the completed audit report must be submitted to the City within 60 days of issuance. Before the due date, the Subrecipient should submit to the City either (a) an audit report or (b) a letter giving the reason for non-compliance with the due date and requesting an extension of time with a specific date the report will be submitted. In event of the latter, the City will respond in writing to the Subrecipient to approve or disapprove the request.

## VII. SUBRECIPIENT RESPONSIBILITIES

- Compliance with Laws:** All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments. Further, the Subrecipient agrees to perform services pursuant to the provisions of this Agreement and Federal and City regulations, rules and policies and special assurances included therein. The Subrecipient further agrees to comply with the requirements of [2 CFR Part 200](#) and other regulations governing the use of funds disbursed under this Agreement, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement.
- Non-Municipal Personnel and Services:** All services required herein will be performed by the Subrecipient under the direction of its Board of Directors or other governing body. Any services outside the Scope of Services which the Subrecipient deems necessary to assign to a subcontractor must first have written approval from the City.

## VIII. DOCUMENTATION AND RECORD KEEPING

- Establishment and Maintenance of Records:** The Subrecipient shall establish and maintain records as prescribed by the FTA and/or the City, with respect to all matters covered by this Agreement.

2. **Record Requirements:** The Subrecipient shall maintain all records required by the Federal regulations specified in [2 CFR Part 200, Subpart D](#), and that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:
  - a. Records providing a full description of each activity undertaken;
  - b. Records required to determine the eligibility of activities;
  - c. Records which demonstrate compliance with the requirements in [2 CFR § 200.311](#) regarding any change of use of real property acquired or improved with Federal assistance;
  - d. Financial records that document all transactions and that can be properly documented and audited;
  - e. Copies of all bid documents, bids received, RFPs, RFQs, and any other procurement documents;
  - f. Copies of all third party or subcontracts; and
  - g. Detailed records on the Subrecipient's organization, financial and administrative systems, and the specific 5310-funded project(s) or activities.

Please note that the above descriptions are brief and provide only a summary of the records the Subrecipient is required to maintain. The Subrecipient must consult [2 CFR Part 200, Subpart D](#) for a detailed description of the required records.

3. **Retention of and Access to Records:** In accordance with [2 CFR § 200.334 through 200.338](#), the Subrecipient must retain all financial records, supporting documents, statistical records, and all other records pertinent to any and all expenditures incurred under this Agreement, and any other information as requested by the City or by FTA for a period of three years from the date of submission of the final financial report to the City of Wichita. Records for real property and equipment acquired with funds under this Agreement shall be retained for three years after final disposition. If any litigation, claim, negotiation, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

The Subrecipient agrees that the City, FTA, Inspectors General, and the Comptroller General of the United States, or any of their authorized representatives has access to and the right to examine all documents, papers, or other records which are pertinent to this Agreement, in order to make examinations, excerpts and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. The City reserves the right, on demand and without notice, to review all the Subrecipient's files associated with this Agreement. The same right to review will be imposed upon any third party or subcontractor of the Subrecipient; therefore, it is the Subrecipient's responsibility to ensure that any contract entered into with a third party or subcontractor contains all necessary clauses and language required by the City and/or the FTA to ensure compliance with this Agreement and with all local, state, and Federal regulations.

4. **Documentation of Costs:** All costs must be supported by proper documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
5. **Inventory Management:** Regardless of whether equipment is acquired in part or its entirety under the Federal award, the subrecipient must manage equipment (including replacement equipment) in accordance with [2 CFR 200.313](#) including conducting a physical inventory of the property and reconciling the results with property records at least once every two years

## IX. PROCUREMENT

1. **Procurement Methods:** The Subrecipient must have and use documented procurement procedures, consistent with Federal, State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. Additionally, the Subrecipient's documented procurement procedures must conform to the procurement standards identified in [2 CFR § 200.318 through 200.327](#), including but not limited to the following. If the Subrecipient does not have documented procurement procedures, they must follow the City's procurement policy.
  - a. Maintaining a code or standard of conduct governing the performance of the Subrecipient's officers, employees or agents engaged in awarding and administering contracts supported with Federal funds.
  - b. All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards in [2 CFR § 200.319 through 200.320](#). No sole source procurement (obtaining only one bid) is permitted without prior approval for all purchases except small purchases as defined in [2 CFR § 200.320](#) and [48 CFR Part 2, Subpart 2.1](#).
  - c. Invitations for bids shall be based on specifications developed by the Subrecipient. Said specifications shall be detailed to the extent necessary to solicit comparable bids without unduly limiting competitive bidding.
  - d. Bids will be awarded on the basis of the lowest and best bid, price and other factors considered.
  - e. The Subrecipient agrees to purchase services, goods and materials on an "as needed basis" and at the "lowest price obtainable".
  - f. The Subrecipient will maintain procurement files outlining procurement efforts for each bid, including names and addresses of bidders solicited, information pertaining to advertising, and solicitation of Small and Emerging Business Enterprise participation. Information will also be maintained of bid tabulations, justification of bid award, letters of notification to bidders regarding bid award, and any other pertinent information.

## X. SUBRECIPIENT - CONTRACT PROVISIONS

1. **Contract Provisions for Non-Federal Entities Under Federal Awards:** The Subrecipient must also make sure that any contracts related to the Project in this Agreement must contain the following provisions:
  - a. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
  - b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
  - c. **Equal Employment Opportunity:** Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR Part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

d. Davis-Bacon Act: The Davis-Bacon Act ([40 U.S.C. 3141-3148](#)) requires that each contract over \$2,000 to which the United States is a party for the construction, alteration, or repair of public buildings or public works (these activities include, but are not limited to, painting, decorating, altering, remodeling, installing pieces fabricated off-site, and furnishing supplies or equipment for a work-site) must contain a clause setting forth the minimum wages to be paid to laborers and mechanics employed under the contract. Under the provisions of DBRA, contractors or their subcontractors must pay workers who qualify under DBRA no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

Information about laborers and projects that fall under DBRA can be found in the U.S. Department of Labor's Compliance Guide at <https://www.dol.gov/agencies/whd/government-contracts/construction/guidance>. DBRA wage determinations are to be used in accordance with the provisions of Regulations, [29 CFR Part 1, Part 3, and Part 5](#), and with DOL's Compliance Guide. The provisions of DBRA apply within the 50 states, territories, protectorates, and Native American nations (if the labor is completed by non-tribal laborers).

e. Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)): Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

f. Rights to Inventions made Under a Contract or Agreement: If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

g. Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended: Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

h. Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see [2 CFR § 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR Part 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

i. Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an

employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- j. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Contract must comply with [2 CFR § 200.216](#).
- k. Domestic Preferences for Procurements: Contract must comply with [2 CFR § 200.322](#). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purpose of this section:
  - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- l. Procurement of Recovered Materials: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, [42 U.S.C. 6962](#). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## XI. PERFORMANCE AND FINANCIAL REPORTING

- 1. Performance and Financial Monitoring and Reporting: The Subrecipient must comply with [2 CFR § 200.328](#) through [200.330](#), and all performance and financial monitoring and reporting requirements outlined in this agreement.

The Subrecipient is required to submit the performance and financial reports as specified and in accordance with the reporting schedule in **Exhibit E**. The Subrecipient is also required to provide other information and data, as deemed necessary by the City, to meet its reporting requirements to the FTA. Any delinquent or incomplete performance and/or financial reports must be received before the City can honor any reimbursement requests for funds. As stated in **Section XIII.2**, sanctions will be imposed upon the Subrecipient for failure to satisfy report due dates. Incidents of nonperformance will suspend grant operations until corrective measures are implemented. If the grant is conditioned, access to grant funds will be suspended pending a satisfactory cure to the related incident of nonperformance.

With reasonable notice being given to the Subrecipient, the City may schedule at least one on-site visit and other visits that may be needed during the course of this Agreement to satisfy compliance with any requirement of this Agreement.

The City will be responsible for scheduling an annual meeting with Subrecipient for review and planning.

## XII. PROGRAM MONITORING

1. **General:** City staff will evaluate progress based on the objectives, criteria, work schedule and budget in **Exhibits D through F**, to determine if it is consistent with the initial purpose of the project and in compliance with the FTA and its implementing regulations. All data necessary to review and monitor project progress as determined by the City will be made available to City personnel or an auditor as designated by the City to oversee compliance monitoring (hereinafter the "Auditor"). This includes, but is not limited to, performance records and interviews with the Subrecipient staff, as required by the City.

City personnel or the designated Auditor will also make field inspections at the office/job site(s), as necessary, including but not limited to the following:

- a. The Subrecipient fails to take recommended corrective action;
- b. Projects are at high risk of error for activities that serve large number of people;
- c. Projects are at high risk based on the amount of funds involved.

2. **Financial Monitoring:** City staff shall monitor, review, and evaluate the financial procedures of the Subrecipient through documents and financial reports submitted to the City and on-site monitoring in accordance with **Exhibit E**. The Subrecipient shall provide and make available to the City such reports and records that will be necessary for a proper financial evaluation. With reasonable notice being given to the Subrecipient, the City may schedule on-site visits as authorized in **Section XI.1** above.
3. **Programmatic Monitoring:** City staff shall monitor, review, and evaluate the Subrecipient. Performance reports will be reviewed and evaluated in accordance with **Exhibit E**. With reasonable notice being given to the Subrecipient, the City may schedule on-site visits as authorized in **Section XI.1** above. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, data, and information as may be necessary.
4. **Projects Involving Construction or Renovation:** As applicable, for all projects requiring building construction or renovation, the construction/renovation must comply with the City building code and all zoning regulations. Additionally, for construction/renovation projects, including façade improvements, a City official will complete a site inspection prior to reimbursements to ensure that materials for which a reimbursement is requested are in place on the building. Reimbursements for construction/building materials and façade improvements will only be made once the materials are in place.
5. **Monitoring Letters and Reports:** Written reports of the City's monitoring findings will be provided to the Subrecipient within 30 days of an official monitoring visit. Such reports will note outstanding performance as well as findings or concerns and recommendations for improvement.
6. **Subrecipient Response:** The Subrecipient shall have 30 days from the receipt of a financial or programmatic monitoring visit letter to address any findings or concerns.

## XIII. TERMINATION, SANCTIONS AND CLOSEOUTS

1. **Termination:** In the event that the Subrecipient fails to comply with any term of this Agreement, the City may suspend or terminate this Agreement, in whole or in part, or take other remedial action in accordance with [2 CFR § 200.339 through 200.343](#). The City may also terminate this Agreement for convenience.

Furthermore, funding to be made available by the City under this Agreement has been approved by the U.S. Congress. In the event that sufficient funds are not appropriated, at the sole discretion of the City, this Agreement may be terminated in whole or in part.

In the event of termination of this Agreement by the City, when termination is due to Subrecipient noncompliance as set forth above, the Subrecipient shall forfeit to the City all unexpended monies provided under the Agreement. At the City's discretion, the Subrecipient may also be required to refund all funds awarded during the period of this Agreement that have already been spent by the Subrecipient and reimbursed by the City.

Should the City desire to terminate this Agreement for noncompliance, it shall first give written notice of the reason for proposed termination. The notice shall set forth the following:

- a. Reasonable description of the default/reason for termination;
- b. Demand for a cure; and
- c. Statement of reasonable time within which a cure must be effected. Such reasonable time will be presumed to be not less than five, nor more than fifteen, business days. Such times shall be measured from the actual receipt of said notice.

If the Subrecipient cures the default within the reasonable period of time set forth in the notice, or as otherwise agreed between the parties, the City shall not terminate the Agreement and the written notice of proposed termination shall be deemed revoked, null and void.

2. **Imposition of Sanctions:** The City reserves the right to impose sanctions on the Subrecipient for the violation of any terms of this Agreement, failure to comply with any terms of this Agreement, or failure to undertake the project in a timely manner. Sanctions may include, but are not necessarily limited to, suspension of the grant operations until corrective measures are implemented, withholding any and all project funds, termination of the Agreement, requiring the Subrecipient to return funds already received, or barring the Subrecipient from future funding. No sanction may be imposed pursuant to this paragraph unless the City complies with requirements of **Section XIII.1** and the Subrecipient fails to cure the alleged default within the reasonable period of time provided for in the notice or as otherwise agreed between the parties.
3. **Closeout:** The Subrecipient's obligation to the City shall not end until all closeout requirements are completed in accordance with [2 CFR § 200.344](#). Activities during the close-out period shall include, but are not limited to, submitting final reimbursement requests and final activity/progress reports to the City, accounting for any real or personal property acquired with federal funds (useful lives may exceed the period of performance), and determining the custodianship of records. Grant closeout is not considered final until the City is fully satisfied that project objectives have been met, at which point the City will issue a close-out/grant finalization letter to the Subrecipient.
4. **Post-Closeout Adjustments and Continuing Responsibilities:** The Subrecipient acknowledges the provisions of [2 CFR § 200.345](#) in regards to post-closeout adjustments and continuing responsibilities in relation to the FTA and the City of Wichita.

## XIV. TAXES

1. **Payment of Taxes:** Unless specifically authorized by the terms of the grant award as an allowable cost or otherwise determined by the City and FTA as an allowable cost under 2 CFR Part 200, the City shall not be liable for the payment of any taxes levied by the City, State, or Federal Governments against the Subrecipient, and all such taxes shall be paid by Subrecipient. Should the City nevertheless pay any such taxes for which it is not responsible, nor deemed an allowable reimbursable cost under the grant award, the Subrecipient shall immediately reimburse the City.

## XV. LAWS, REGULATIONS AND SPECIAL CONDITIONS

1. The information in this Agreement is included for the convenience of the Subrecipient and to inform the Subrecipient of the diverse statutory and regulatory requirements to which the acceptance of funds makes them subject. ***For the actual regulatory or statutory requirements, the Subrecipient should consult the actual laws, regulations, and documents referenced in this Agreement.***
2. **Debarment and Suspension:** In accordance with [2 CFR § 180.220](#), the Subrecipient shall not employ or otherwise engage any debarred, suspended, or ineligible contractors or subcontractors to conduct any activities under this Agreement. The Subrecipient will consult appropriate references, including but not limited to the Excluded Parties Listing System website at <https://sam.gov/>, to ascertain the status of any third parties prior to engaging their services. The Subrecipient will submit to the City the names of contractors and subcontractors selected under this Agreement, including a certification by the Subrecipient that it has determined that none of these entities are presently debarred, suspended, or ineligible.
3. **Building and Zoning Regulations and Permits:** The Subrecipient agrees to comply with Federal, State and local laws. In particular, the Subrecipient shall comply with all applicable building and zoning regulations. In addition, the Subrecipient shall obtain all necessary permits for intended improvements or building activities.
4. **Section 504 - Persons with Disabilities:** The Subrecipient, in the implementation of projects funded by this Agreement and in all of its other operations, will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 ([29 USC 794](#)) (and the implementing regulations at [24 CFR Part 8](#)), the Americans with Disabilities Act of 1990 ([PL 101-336](#)), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the City from and against any and all liability for any noncompliance on the part of the Subrecipient.
5. **Discrimination Prohibited:** No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any project or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. For purposes of this section, "project or activity" is defined as any function conducted by an identifiable administrative unit of the Subrecipient receiving funds pursuant to this contract. The Subrecipient further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements" as provided in **Exhibit B**.
6. **Nepotism:** No person shall be employed or contracted with if a member of his or her immediate family is on the Board of Directors of the Subrecipient or is employed in an administrative capacity by the Subrecipient. For the purposes of this section: "immediate family" includes wife, husband, daughter, son, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, stepparent and stepchild and "administrative capacity" includes those who have selection, hiring, supervisory or operational responsibility for the project.
7. **Conflict of Interest:** The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, in accordance with [2 CFR § 200.318\(c\)](#), no employee, officer, or agent of the Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure, or for one year thereafter, shall have any financial interest or benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the project assisted under this Agreement.

**8. Political Activity Prohibited:**

- a. None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for partisan political activity.
- b. The funds provided under this contract shall not be engaged in any way in contravention of [Chapter 15 of Title 5, U.S. Code \(USC\)](#).

**9. Lobbying Prohibited:** None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas. The Subrecipient shall assure compliance with the regulations at [2 CFR § 200.450](#) by submitting, and requiring all applicable subcontractors to submit, a certification of compliance with this provision.

The Subrecipient certifies to the best of its knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

## **XVI. MISCELLANEOUS CLAUSES AND NOTICES**

1. **Terms Herein Controlling Provisions:** The terms of this Agreement shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Disclaimer of Liability:** City shall not hold harmless or indemnify Subrecipient beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
4. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
5. **Arbitration, Damages, Jury Trial and Warranties:** The Subrecipient and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void. The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency and expressly denies such acceptance for this Agreement.

The City never consents to a jury trial to resolve any disputes that may arise hereunder and expressly denies such consent for this Agreement. Subrecipient waives its right to a jury trial to resolve any disputes that may arise hereunder.

No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

6. **Insurance:** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), Subrecipient shall bear the risk of any loss or damage to any personal property to which Subrecipient holds title.
7. **Findings Confidential:** Except as provided by law, all reports, information, data, and documentation prepared or assessed by the City or the Subrecipient under this Agreement are confidential. The Subrecipient agrees that the reports shall not be made available to any individual or organization without the prior written approval of the City. Subrecipient may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Subrecipient must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 et seq.) in providing services and/or goods under this Agreement. Subrecipient shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Subrecipient must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Subrecipient. Upon the termination or expiration of this Agreement, Subrecipient shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.
8. **Dissemination of Information:** The Subrecipient, at such times and in such forms as the FTA and/or the City may require, shall furnish to the FTA and/or the City, such statements, records, reports, data and information the FTA and/or the City may request pertaining to matters covered by this contract. All reports, information, data and other related materials, prepared or assembled by the Subrecipient under this contract, are confidential and shall not be made available to anyone other than an appropriate agency of the United States government without the prior written approval of the City or as set forth in the Kansas Open Records Act (K.S.A. 42-215 et seq.).
9. **Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
10. **Identification of Documents and Projects:** All projects, reports, maps, news releases and/or other documents undertaken as part of this Agreement, other than documents exclusively for internal use with City staff, shall contain the following posted information at the project site or the front cover or title page of any reports or documents, or in the case of maps, in an appropriate block: "City of Wichita", then name of the Subrecipient, and, in the case of written material, the month and year of preparation and the following information regarding Federal assistance: "The funding of this project, report, map, document, etc., was financed (in whole or in part) through a grant of 5310 funds from the FTA and the City of Wichita."
11. **Training Required:** It shall be the responsibility of the Subrecipient to participate in all appropriate training conducted by the FTA or as required by the City.
12. **Copyrights:** If this contract results in a book or other material that may be copyrighted, the author is free to copyright the work, subject to FTA regulations. The FTA and the City reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material that can be copyrighted.

13. **Patents:** Any discovery or invention arising out of or developed in the course of work aided by this contract shall promptly and fully be reported to the FTA and the City for determination by the FTA and the City as to whether patent protection on such invention or patent discovery shall be sought and how the rights in the invention or discovery, including rights under the patent issued thereon, shall be disposed of and administered, in order to protect the public interest. All such determinations are subject to the FTA regulations.
14. **Anti-Trust Litigation:** For good cause, and as consideration for executing this contract, the Subrecipient, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Subrecipient pursuant to this contract.
15. **Compliance with Law.** Subrecipient shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
16. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Subrecipient and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.
17. **Independent Contractor:** The parties agree that the relationship between the Subrecipient and the City shall be that of an independent contractor. No employee or agent of the Subrecipient shall be considered an employee of the City and this Agreement in no manner shall be construed to be that of a partnership between the parties. Given this independent contractor relationship, the parties further agree:
  - a. Subrecipient is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractors may only receive such coverage if provided by Subrecipient or an entity other than City. Subject to the foregoing, Subrecipient hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Subrecipient's operations or the performance of services by Subrecipient hereunder.
  - b. The parties hereby acknowledge and agree that City will not: (a) require Subrecipient to work exclusively for City; (b) establish means or methods of work for Subrecipient, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes; (c) pay to Subrecipient a salary or hourly rate, but rather will pay to Subrecipient a fixed or contract rate; (d) provide training for Subrecipient on performance of the services to be done; City may provide informational briefing on known conditions; (e) provide tools or benefits to Subrecipient (materials and equipment may be supplied if negotiated); (f) dictate the time of Subrecipient's performance; and (g) pay Subrecipient personally; instead, City will make all checks payable to the trade or business name under which Subrecipient does business.
  - c. Subrecipient does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
  - d. If applicable, unless given express written consent by City, Subrecipient agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the Project site.
  - e. If applicable, if Subrecipient is given written permission to have other parties on the site, and Subrecipient engages any other party which may be deemed to be an employee of Subrecipient, Subrecipient will be required to provide the appropriate workers' compensation insurance coverage as required by operation of law or other agreement.

- f. Subrecipient has and hereby retains control of and supervision over the performance of Subrecipient's obligations hereunder. Subrecipient agrees to retain control over any allowed parties employed or contracted by Subrecipient for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Subrecipient.
- g. Subrecipient represents that it is engaged in providing similar services to the general public and not required to work exclusively for City.
- h. All services are to be performed solely at the risk of Subrecipient and Subrecipient shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the general public it encounters while performing the work.
- i. Subrecipient will not combine its business operations in any way with City's business operations, and each party shall maintain their operations as separate and distinct.

## **XVII. EXHIBITS**

All Exhibits, as listed below and referenced in this Agreement, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A – Agreement

Exhibit B – Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements

Exhibit C – 2025 FTA Master Agreement

Exhibit D – Subrecipient Information, Project Scope and Timeline

Exhibit E – Method of Payment and Reporting Measures

Exhibit F – Reimbursement Request Form

Exhibit G – Federal Transit Administration Fiscal Year 2025 Certifications and Assurances and Affirmation of Applicant

Exhibit H – Certification Regarding Lobbying

Exhibit I – Additional Certifications

**XVIII. AUTHORIZATION TO ENTER INTO CONTRACT**

The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this Agreement on behalf of said Subrecipient and to bind the Subrecipient to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

**SUBRECIPIENT**

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Jet Truman, Mayor

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Date**CITY OF WICHITA**

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Lily Wu , Mayor

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Date**ATTEST:**

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Shinita Rice , City Clerk

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Date**APPROVED AS TO FORM:**

---

Jennifer Magana, City Attorney and  
Director of Law

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Date

## EXHIBIT B

### **REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Nondiscrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:

**A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended:** The Equal Employment Opportunity Act of 1972; Applicable Anti-Discrimination Presidential Executive Orders; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

**B. Requirements of the State of Kansas:**

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry.
2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission".
3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

**C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:**

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination – Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall not engage in discrimination in employment against its contractors, subcontractors, or employees on the basis of their age, color, disability, familial status, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status or any other factor protected by law ("protected class"), subject to the qualifications found at 2.06.060 of the Municipal Code of the City of Wichita. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to their age, color, disability, familial status, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status or any other factor protected by law ("protected class"), subject to the qualifications found at 2.06.060 of the Municipal Code of the City of Wichita. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Nondiscrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier;
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency.

**D. Exempted from these requirements are:**

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

## Exhibit C

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION**

**MASTER AGREEMENT**

**For Federal Transit Administration Agreements authorized by  
49 U.S.C. chapter 53 and Title 23, United States Code (Highways), as amended by  
the Infrastructure Investment and Jobs Act of 2021 (IIJA), the Fixing America's Surface  
Transportation (FAST) Act, the Moving Ahead for Progress in the 21st Century Act  
(MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy  
for Users (SAFETEA-LU), the SAFETEA-LU Technical Corrections Act of 2008, or other  
federal laws that FTA administers.**

**FTA MA(33)  
April 25, 2025**

<http://www.transit.dot.gov>

**EXHIBIT D**  
**SUBRECIPIENT AWARD INFORMATION, TIMELINE, AND PROJECT SCOPE**

**I. SUBRECIPIENT INFORMATION**

Subrecipient Name: City of Valley Center SAM UEI: N7CAM39BW8Z4

(must match name associate with UEI)

Address: 121 S Meridian Ave City, St, Zip: Valley Center, KS 67147-2135

Contact Person: Contact Email: Contact Phone:

Scharlene Porchia-Washington [SPorchiaWashington@valleycenterks.gov](mailto:SPorchiaWashington@valleycenterks.gov) 316-755-7350 Ext. 409

**II. AWARD INFORMATION**

FAIN: KS-2025-003 Federal Award Date: 4/11/2025

Assistance Listings Title: Mobility of Seniors and Individuals with Disabilities Formula Assistance Listings Number (ALN): 20.513

Subaward Period of Performance Subaward Budget Period

Start Date: 7/1/2025 End Date: 6/30/2027 Start Date: 7/1/2025 End Date: 6/30/2027

Pre-Award Authority: Yes  No Award Covers Expenses Beginning: 7/1/2025

Total Amount of Federal Funds Obligated in Subaward: \$ 106,771

Total Amount of Federal Funds Obligated to Subrecipient by COW: \$ 106,771

Total Amount of Federal Award Committed to Subrecipient by COW: \$ 106,771

Total Amount of Required Match by Subrecipient: \$ 18,843

Federally negotiated indirect cost rate or de minimis rate included in Grant total: 0.00%

Federal award project description as required by the Federal Funding Accountability and Transparency Act (FFATA):

**Vehicle Acquisition**

**III. MISC INFORMATION**

Federal Agency: Federal Transit Administration Pass-Through Entity: City of Wichita-Wichita Transit

Pass-Through Entity Contact Info: Raven Alexander - 316-352-4868 - [RAlexander@Wichita.gov](mailto:RAlexander@Wichita.gov) - 455 N Main, Wichita, KS 67202

Is this Federal award for research and development? Yes  No

**IV. PROJECT SCOPE**

Allocations are as follows:

a. Capital (Vehicle) \$125,614 [\$106,771 federal; \$18,843 local match (85%/15%)]

**EXHIBITE**  
**Method of Payment and Reporting Requirements**

**A. Method of Payment**

1. During the period of performance specified on Page 1 of Agreement the amount of preventative maintenance and/or operating funds anticipated from the Federal Transit Administration Section 5310 grant for this subaward is \$0. A local match in the amount of \$0 is required. This subaward does not include Indirect Costs, and Indirect Costs should not be assessed on these allocations.
2. Matters concerning the performance of this subaward, or request or negotiation of any changes in the terms, conditions, or amounts cited in this Agreement, and any changes requiring prior approval shall be directed to the appropriate party's contact.

**B. Reporting Requirements**

As a recipient of the Federal Transit Administration's Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities funding, SUBRECIPIENT is required to submit progress reporting for the 5310-funded project to WICHITA. Any revision in project activities or budgets must be approved by WICHITA and submitted in the quarterly report following approval. All civil rights (Title VI, EEO, DBE) compliance issues or complaints must be submitted to WICHITA with quarterly reports.

1. Quarterly Reports shall be submitted by the 15<sup>th</sup> of the month following calendar quarters ending in December, March, June, and September. These Program Performance/Measures reports (described in Paragraph B. 3.) include:

- a. Performance Reporting
- b. Program Measures
- c. Activity Report
- d. Vehicle Reports
- e. Project Expenditure Report/Requests for Reimbursement

**2. Report Due Dates**

With the exception of the monthly Vehicle Ridership Form, the reports listed in section 3 should be submitted to WICHITA on a quarterly basis as follows:

REPORTING PERIOD	REPORT DUE DATE
October 1-December 31	January 15
January 1- March 31	April 15
April 1-June 30	July 15
July 1- September 30	October 15

### **3. Program Performance/Measures Report**

#### **a. Performance Reporting:**

SUBRECIPIENT shall submit to WICHITA **at the beginning of each calendar year**, for as long as project equipment is owned by SUBRECIPIENT, a certification that (a) the project equipment is still being used in accordance with the terms of the grant project and (b) that no part of the local contributions to the cost of the project has been refunded or reduced.

#### **b. Program Measures:**

Submit both quantitative and qualitative information as available on each of the following measures:

##### **Traditional Section 5310 Projects:**

- **Gaps in Service Filled.** Number of seniors and individuals with disabilities that would not have had mobility without the implementation of a traditional 5310 project.
- **Ridership.** The number of one-way trips provided to seniors and individuals with disabilities through traditional 5310 projects.

##### **Other Section 5310 Projects:**

- **Enhancements to services** that impact transportation for seniors and individuals with disabilities.
- **Enhancements to physical infrastructure** that impact transportation services for seniors and individuals with disabilities through other 5310 projects.
- **Number of one-way trips** provided for seniors and individuals with disabilities through other 5310 projects.

This information will be used to report performance indicators to the Federal Transit Administration that will be used in measuring relevant outputs, service levels, and outcomes for the Section 5310 program.

#### **c. Activity Report:**

- Provide significant developments or changes as they occur during the year, including any problems, delays, or adverse conditions that may materially impair the ability to meet the objective of the project; and
- Provide any favorable developments that may enable meeting time schedules and objectives sooner or at a cost substantially less than expected.

#### **d. Vehicle Reports:**

Vehicle Ridership and Maintenance reports will be required during and past the period of performance, continuing through the end of the usable life of any vehicle(s) procured through this subaward.

##### **Vehicle Ridership**

The 5310 Vehicle Ridership Form (to be provided by Wichita Transit during the award stage) should be completed and submitted monthly to Wichita Transit for each vehicle regardless of whether the vehicle was operated during the month. The report should include the vehicle number (last four digits of VIN); the number of trips provided to the elderly, disabled, and general public; and expenditures relative to service operations.

**Exhibit F**  
**REIMBURSEMENT REQUEST FORM**

*To be furnished, completed, & submitted via excel template provided upon execution of this Agreement. Reimbursement requests are on a quarterly basis and due by the 15th day following the quarter being requested.*

**November 18, 2025, City Council Agenda Page 89**

**City of Wichita**  
**FTA Section 5310 Grant**

**Basic Information**

Subrecipient:	Address:	City, St, Zip:
Contact Name:	Email:	Phone No:
SAM UEL:	Grant /ALN:	Federal %:
Fed Amt:	Match Amt:	Total:

**Summary**

Request #:	Exp Qtr:	Exp Year:	Request Amt	Match Amt:	Total:
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**Period Expenditures**

Payroll	-	Total Expenditures this Period:	-	Total Federal Award:	-
Benefits	-	Subrecipient Match Amount:	-	Previous Reimbursement Requests:	-
Contractuals	-	Federal Amount:	-	Award Remaining before Request:	-
Commodities	-		-	Current Reimbursement Request:	-
Capital Outlay	-		-	Remaining Fed Amt after Request:	-
Total:	-		-		-

	<b>Budgeted</b> Federal Amt	Year 1				Year 2				Year 3				<b>Total</b>	<b>Remaining</b>
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
Payroll	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Contractuals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Commodities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

<b>Ridership &amp; Operations (this quarter only)</b>		<b>Vin (last 4)</b>	<b>Odometer</b>		<b>Total Miles Driven</b>	<b>Revenue Miles</b>	<b>Disabled</b> =A mental or physical impairment or temporary or permanent disability that limits mobility for using personal transportation; <b>General Public</b> = Riders which do not fall under Elderly or Disabled; <b>Project Income</b> =Gross project income received that was directly generated by grant support activity, earned only as a result of the grant agreement during the project period.
<b>No. of trips provided:</b>	<b>#</b>		<b>Begin</b>	<b>End</b>			
Elderly (60 & over)					-	-	
Disabled					-	-	
General Public					-	-	
<b>Total</b>	-	Contracted PT			-	-	
<i>Of above, # of non-ambulatory (wheelchair):</i>					-	-	
<b>Vehicle Condition:</b>					<b>Project Income:</b>		

Any provider who charges a program fee which includes transportation fees must report those transportation fees as project income.

Include documentation of maintenance performed in accordance with an FTA section 5310-compliant vehicle maintenance plan approved by Wichita Transit.

<b>GRANTEE CERTIFICATION</b> (signed by an official authorized to legally bind the organization as required by 2 CFR 200.415(a))	
The undersigned, on behalf of and as a duly authorized agent and representative of the Subrecipient, certifies and represents that all information contained in and enclosed with the reimbursement request is true to the best of his or her knowledge and acknowledges that the City of Wichita has relied on such information to award Section 5310 funding. The Subrecipient also certifies that they have not received assistance or reimbursement from any other sources of funding for the specific expenses included in this reimbursement request.	
By signing this report, I certify that to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).	

Signature & Title

Printed Name

Date

**Exhibit G**

**Federal Transit Administration Fiscal Year 2025 Certifications and Assurances  
and Affirmation of Applicant**

The 2025 Certifications and Assurances are on file for review at Wichita Transit, 777 E. Waterman, Wichita, Kansas, and are available on the Internet, on the FTA website: [FY2025 Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements | FTA \(dot.gov\)](https://FTA.GOV/2025/AnnualListOfCertificationsAndAssurancesForFTAGrantsAndCooperativeAgreements)

The Affirmation of Applicant included in this Exhibit indicates the applicable provisions WICHITA with which WICHITA agrees to comply.

**EXHIBIT H****CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

CERTIFIED BY: \_\_\_\_\_<sup>(type or print)</sup>

\_\_\_\_\_  
TITLE: \_\_\_\_\_

\_\_\_\_\_ (signature) \_\_\_\_\_ (date)

Approved by OMB

0348-0046

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  <b>For material change only:</b> Year _____ quarter _____ Date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if Known:	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>		
<b>Congressional District, if known:</b>	<b>Congressional District, if known:</b>		
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>		
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>		
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction</b> <b>Standard Form - LLL (Rev. 7-97)</b>		

## **INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
 (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

---

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

**CITY OF WICHITA – WICHITA TRANSIT****Enhanced Mobility of Seniors and Individuals with Disabilities (§5310)  
Subrecipient Agreement****FINANCIAL CERTIFICATION OF MATCHING FUNDS**

This is to ensure sufficient funds are available to pay the non-federal share of project expenditures for the following project to be under the provisions of the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21), as amended and the Fixing America's Surface Transportation Act (FAST Act). Only one certification per sponsoring agency is necessary.

**Project Title:** \_\_\_\_\_

**Non-Federal Amount:** \_\_\_\_\_

**Sponsoring Agency:** \_\_\_\_\_

**Chief Elected Official (or Chief Executive Officer):**

Name (print): \_\_\_\_\_

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

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

**Chief Financial Officer:**

Name (print): \_\_\_\_\_

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

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

DUNS Number: \_\_\_\_\_

Central Contractor Registry  
(CCR) Expiration Date: \_\_\_\_\_

## CITY OF WICHITA – WICHITA TRANSIT

### Enhanced Mobility of Seniors and Individuals with Disabilities (§5310) Subrecipient Agreement

#### CERTIFICATION FOR CIVIL RIGHTS COMPLAINT STATUS

THIS IS TO CERTIFY THAT \_\_\_\_\_  
(Subrecipient)

\_\_\_\_\_ I hereby certify that our organization **DOES NOT** have any pending Title VI (Civil Rights) lawsuits or complaints of discrimination filed against its transit program.

\_\_\_\_\_ I hereby certify that our organization **DOES** have (provide number) pending Title VI (Civil Rights) lawsuits or complaints of discrimination filed against its transit program.

Describe any lawsuits or complaints that have been received or acted on in the last year based on Title VI of the Civil Rights Act or other relevant civil rights requirements; and sub-recipient must provide a status of lawsuits or an explanation of how complaints were resolved including corrective actions taken.

To comply with the Civil Rights Act of 1964, Title VI, the Americans with Disabilities Act of 1990, Title II, and the Vocational Rehabilitation Act of 1973, Section 504, we do not discriminate on the basis of disability, race, color, national origin, or sex.

#### Subrecipient's Authorized Representative:

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

Print Name \_\_\_\_\_

**CITY OF WICHITA – WICHITA TRANSIT**

**Enhanced Mobility of Seniors and Individuals with  
Disabilities Program (§ 5310)**

**CERTIFICATION OF EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

THIS IS TO CERTIFY THAT \_\_\_\_\_  
(Name of Subrecipient)

\_\_\_\_\_ **IS REQUIRED** to comply with the Equal Employment Opportunity (EEO) Program Requirements of this AGREEMENT because our agency meets the following criteria as defined in FTA C 4704.1:

- Employs 100 or more transit-related employees\*, and
- Receives capital or operating assistance in excess of \$1 million in the previous Federal fiscal year; or
- Receives planning assistance in excess of \$250,000

A copy of our Equal Employment Opportunity Program is available for review by the City of Wichita or Federal Transit Administration (FTA) upon request.

\_\_\_\_\_ **IS NOT REQUIRED** to comply with the Equal Employment Opportunity (EEO) Program Requirements of this AGREEMENT because the agency falls below the above listed criteria.

**Subrecipient's Authorized Representative:**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

\* *A transit-related employee is an employee of an FTA applicant, recipient or subrecipient who is involved in any aspect of an agency's mass transit operation funded by FTA.*

**CITY OF WICHITA – WICHITA TRANSIT**

Organization: \_\_\_\_\_ Fiscal Year End: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Award #(s): \_\_\_\_\_

— We **have exceeded** the federal expenditure threshold of \$1,000,000. We will have our audit as required under 2 CFR 200 (previously referred to as OMB A-133) completed and will submit a copy of the reporting package as defined in 2 CFR 200 to the audit clearinghouse via the following link:

<https://harvester.census.gov/facweb/>

— We **did not exceed** the \$1,000,000 federal expenditure threshold required for a 2 CFR 200 audit to be performed this fiscal year. (Fill out schedule below)

**SECTION I - This section must be filled out by subrecipients NOT required to have A-133 audit as applicable:**

<u>Federal Grantor</u>	<u>Pass-through Grantor</u>	<u>Program Name &amp; CFDA Number</u>	<u>Award Number</u>	<u>Expenditures</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
<b>Total Federal Expenditures for this Fiscal Year</b>				\$ _____

**SECTION II - This section must be completed by ALL subrecipients**

Authorized Signature	Printed Name	
Title	Date	
Mailing Address:	City, State	Zip Code
Email Address:	Phone Number	Fax Number

Completed forms must be submitted annually, within 45 days after the end of your organization's fiscal year, to:

**Wichita Transit**  
**FTA 5310 Subrecipient Monitoring**  
**777 E. Waterman**  
**Wichita, KS 67202**

**CITY OF WICHITA – WICHITA TRANSIT**  
**CERTIFICATION AND ASSURANCE**  
**FTA DRUG AND ALCOHOL TESTING REGULATIONS**  
**ALCOHOL MISUSE AND PROHIBITED DRUG USE**

**Note:** Recipients that receive only Section 5310 program assistance are not subject to Federal Transit Administration's (FTA) drug and alcohol testing rules, but must comply with the Federal Motor Carrier Safety Administration (FMCSA) rule for all employees who hold commercial driver's licenses (49 CFR Part 382).

Section 5310 recipients and subrecipients that also receive funding under one of the covered FTA programs (Section 5307, 5309, or 5311) should include any employees funded under Section 5310 projects in their testing program.

**SECTION I**

THIS IS TO CERTIFY THAT \_\_\_\_\_  
(Name of Subrecipient)

\_\_\_\_\_ **IS NOT REQUIRED** to comply with the FTA Drug and Alcohol Testing Regulations because our agency **only** receives Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities funds and is thereby not subject to FTA's drug and alcohol testing rules.

\_\_\_\_\_ **IS REQUIRED** to comply with the FTA Drug and Alcohol Testing Regulations.

**If your agency is subject to the FTA Drug and Alcohol Testing Regulations, please complete Section II and return to Wichita Transit.**

**Subrecipient's Authorized Representative:**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

## **SECTION II**

### **CONTRACTOR / SUB-CONTRACTOR COMPLIANCE GUIDELINES**

For purposes of this compliance program, **safety sensitive employees** are defined as follows:

Those employees whose job functions are, or whose job descriptions include the performance of functions, related to the safe operation of mass transportation service.

The following are categories of safety-sensitive functions:

1. operating a revenue service vehicle, including when not in revenue service;
2. operating a non-revenue service vehicle when required to be operated by a holder of a Commercial Driver's License (CDL);
3. controlling dispatch or movement of a revenue service vehicle or equipment used in revenue service;
4. maintaining (including repairs, overhaul, and rebuilding) revenue service vehicles or equipment used in revenue service; and
5. carrying a firearm for security purposes or
6. Contractor employees that stand in the shoes of transit system employees.

Any supervisor who performs or whose job description includes the performance of any function listed above is also considered a safety-sensitive employee.

#### **NOTE:**

- All contractors (1<sup>st</sup> Tier) that "stand in the shoes" of a grantee/recipient and perform safety-sensitive functions are covered by the DOT / FTA regulations and must have a compliant drug and alcohol program.
- All subcontractors (2<sup>nd</sup> Tier) that "stand in the shoes" of a grantee/recipient and perform safety-sensitive functions are covered by the DOT / FTA regulations and must have a compliant drug and alcohol program.

#### **EXCLUSION – Second Tier Maintenance Contractors**

- This specific exclusion exists only in relation to maintenance subcontractors because of the specific and unique nature of these vendors. This exclusion does not pertain to any other safety-sensitive subcontractors (e.g. operations, security).

CERTIFICATION & ASSURANCE OF COMPLIANCE – I have determined that our Company will be engaged in one or more safety-sensitive functions listed above and must comply with FTA and DOT regulations.

CERTIFICATION & ASSURANCE OF NON-COMPLIANCE – I have determined that our company will not be engaging in any of the safety-sensitive functions listed above and must not comply with FTA or DOT regulations.

Please check one and only one box above to verify Compliance or Non-Compliance with FTA and/or DOT regulations and sign below. (If you are selecting the Certification & Assurance of Compliance box, please complete the attached ***Contractor Checklist for Drug and Alcohol Program***. Please return all originals along with this original document to Wichita Transit. Non-responsiveness shall result in suspension of contract and/or performance of services and/or non-payment of outstanding invoices.

## City of Wichita – Wichita Transit

(CONTRACTOR)

By \_\_\_\_\_  
(SIGNATURE)

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
(SIGNATURE)

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**PROCEDURES AND IMPLEMENTATION**

Wichita Transit shall ensure that all Invitations for Bid (IFB), Request for Proposals (RFP), or Request for Quotes (RFQ) for services that include the performance of safety-sensitive functions as defined above shall include provisions requiring compliance with mandated DOT/FTA drug and alcohol testing regulations. Wichita Transit reserves the right to audit the contractor's drug and alcohol testing program prior to the start of work.

Prior to the start of work, the contractor must certify and assure to Wichita Transit that his/her firm is in compliance with the DOT/FTA regulations. (Compliance can be achieved through an in-house program or through a consortium.) The certification shall remain in effect during the term of the agreement. A copy of the signed certification shall be sent to Wichita Transit.

Each covered contractor shall send an annual drug and alcohol Management Information System (MIS) report to Wichita Transit. The annual report must be submitted no later than the 1<sup>st</sup> of March following the close of the year. Continued payment of contractor invoices by Wichita Transit is contingent upon contractor submission of the required report on a timely basis and compliance with FTA mandated rules. The report shall be addressed as follows:

Wichita Transit  
FTA 5310 Subrecipient Monitoring  
777 E. Waterman  
Wichita, KS 67202

If the contractor does not already submit drug and alcohol reports to the Kansas Department of Transportation (KDOT), Wichita Transit will file the contractor's annual report with the FTA, along with Wichita Transit's own testing data. The reports shall be submitted to the FTA no later than March 15<sup>th</sup> of each year.

The covered contractor shall be responsible for the ongoing monitoring of contractor compliance with DOT/FTA regulations, including ensuring that the annual reports as described above are submitted on time.

On a biennial (every two years) basis, Wichita Transit shall audit contractor compliance, which may include site visits, and advise the contractor of any adverse findings.

The contractor shall be responsible for ensuring that corrective actions have been taken in a timely basis and reported back to Wichita Transit.

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

**D. ACCEPTANCE OF SECTION 5310 SUBRECIPIENT GRANT  
AGREEMENT FOR SENIOR BUS:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommend motion to approve agreement between the City of Wichita and City of Valley Center for purchase of van for Senior Citizen Activities and authorize Mayor to sign. Cost for city in the amount of \$18,843.00.**

**NEW BUSINESS**

**E. ACCEPTANCE OF AGREEMENT FOR 85<sup>TH</sup> AND BROADWAY  
ROUNABOUT WITH KDOT, PARK CITY, SEDGWICK COUNTY AND  
VALLEY CENTER:**

Public Works Director Eggleston will present agreement between Secretary of Transportation, the City of Park City, Sedgwick County and the City of Valley Center. This project will be for the construction of a round about at the intersection of 85<sup>th</sup> St. and Broadway. City of Valley Center is not a funding source for the project.

Agreement No. 568-25  
Project No. 87 N-0818-01  
Bureau of Local Projects

PROJECT NO. 87 N-0818-01

STP-N081(801)

WAMPO TIP # RM-25-022

85TH STREET AND BROADWAY STREET ROUNABOUT

CITY OF PARK CITY, KANSAS

CITY OF VALLEY CENTER, KANSAS

SEDWICK COUNTY, KANSAS

## A G R E E M E N T

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary"), the **City of Park City, Kansas** ("City") ("Project Sponsor"), the **City of Valley Center, Kansas** ("Valley Center"), and **Sedgwick County, Kansas** ("County"), collectively, the "Parties."

### RECITALS:

- A. The Wichita Area Metropolitan Planning Organization (WAMPO) has been designated by the state of Kansas as the Metropolitan Planning Organization (MPO) for the Wichita metropolitan region.
- B. The City has submitted a Project to WAMPO and WAMPO has approved the Project for receipt of Surface Transportation Block Grant (STBG) funds as further described in this Agreement.
- C. Since the Project includes a section that is outside of the City's limits and owned by Valley Center and includes a section that is outside the City's limits and owned by the County, the Parties desire to formalize their understanding of the Project through the execution of this Agreement.
- D. Under K.S.A. § 68-169, the Secretary, Cities, and Counties are empowered by the laws of Kansas to enter into agreements for the construction, reconstruction, and maintenance of any highway, road, street, and/or any improvements located thereon.
- E. The Secretary and the City desire to construct the Project and the City assumes sponsorship of the Project.
- F. Cities and Counties are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided such work is required to be done in accordance with the laws of Kansas and any applicable federal requirements.

**NOW THEREFORE**, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

Agreement No. 568-25  
 Project No. 87 N-0818-01  
 Bureau of Local Projects

## ARTICLE I

**DEFINITIONS:** The following terms as used in this Agreement have the designated meanings:

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **“City” or “Project Sponsor”** means Park City, Kansas, with its place of business at 1941 E 61st Street N, Park City, KS 67219.
3. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway, any drainage, dredging, excavation, grading or similar work upon real property.
4. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
5. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
6. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.
7. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
8. **“County”** means Sedgwick County, Kansas, with its place of business at 525 N Main Street, 3<sup>rd</sup> Floor, Wichita, KS 67203-3703.
9. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
10. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
11. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
12. **“Fiscal Year 2027” or “FFY 2027”** means the twelve-month period used by the United States Federal Government for financial reporting and budgeting beginning on October 1, 2026, and ending on September 30, 2027.

Agreement No. 568-25  
Project No. 87 N-0818-01  
Bureau of Local Projects

13. **“Federal Government”** means the United States of America and any executive department or agency thereof.
14. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
15. **“Hazardous Waste”** means any waste or combination of wastes which, because of its quantity, concentration or physical, chemical, biological or infectious characteristics or as otherwise determined by the Kansas Department of Health and Environment: (A) Causes or significantly contributes to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or (B) poses a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise managed. Any hazardous waste as defined by state and federal laws and regulations and any amendments thereto, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, et seq., Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Project Sponsor Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, et seq., Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3430, et seq., Hazardous Waste.
16. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS 66603-3745.
17. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
18. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the FHWA, reasonably determines are not eligible expenses for reimbursement.
19. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.
20. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, the Project Sponsor, Valley Center, and the County.
21. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
22. **“Project”** means Project No. 87 N-0818-01, to construct a single-lane roundabout on 85th Street and Broadway Street from 300 feet west of Broadway Street to 500 feet east of Broadway Street and Broadway Street from 300 feet south of 85th Street to 300 feet north of 85th Street in Park City, Kansas, and is the subject of this Agreement.
23. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.

Agreement No. 568-25  
 Project No. 87 N-0818-01  
 Bureau of Local Projects

24. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
25. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
26. **“Secretary”** means the Secretary of Transportation of the state of Kansas and the Secretary’s successors and assigns.
27. **“Urbanized Area”** means an area encompassing a population of not less than 50,000 people that has been defined and designated in the most recent decennial census as an “urbanized area” by the U.S. Secretary of Commerce.
28. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.
29. **“Valley Center”** means the City of Valley Center, Kansas, with its place of business at 121 S Meridian Avenue, Valley Center, KS 67147.
30. **“WAMPO”** means the Wichita Area Metropolitan Planning Organization, with its place of business at 271 W 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, Wichita, KS 67202.

## ARTICLE II

### FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Total Actual Costs of Construction include Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change.

Party	Funding Source	Responsibility
Secretary	Federal Funds	80% of Participating Costs of Construction and Construction Engineering (CE) in Fiscal Year 2027 MPO-STBG funds up to a maximum of \$581,183
Project Sponsor	Local Match	20% of Participating Costs of Construction and CE until the Secretary’s funding limit is reached

Agreement No. 568-25  
 Project No. 87 N-0818-01  
 Bureau of Local Projects

		100% of Participating Costs of Construction and CE exceeding the Secretary's funding limit in the Secretary's total contribution
		100% of Costs of Preliminary Engineering, Right of Way, Utility adjustments, and Non-Participating Costs
Valley Center	Not Applicable	Not Applicable
County	Not Applicable	Not Applicable

2. **Cash Flow.** The Project Sponsor agrees that should Participating Costs of Construction and/or Construction Engineering begin to accrue prior to the availability of federal funding that the Project Sponsor must provide the necessary funding to cover those expenses. Such funding may include providing the total cost of the Project, including the Secretary's share, which includes federal funds.

### ARTICLE III

#### SECRETARY RESPONSIBILITIES:

1. **Secretary Authorization.** The Secretary is authorized by the Federal Government to administer MPO-STBG funds.
2. **Fiscal Year Allocation.** The Secretary has allocated MPO-STBG from FFY 2027 for the Project.
3. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the Project Sponsor acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives to obtain participation of federal funds in the cost of the Project.
4. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Parties from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If a Party defends a third party's claim, the Contractor shall indemnify the Party for damages paid to the third party and all related expenses either Party or Parties incur in defending the claim.
5. **Final Billing.** After receipt of FHWA acknowledgement of final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all Project costs for which the Project Sponsor is responsible and shall then transmit the complete and final billing to the Project Sponsor.

Agreement No. 568-25  
 Project No. 87 N-0818-01  
 Bureau of Local Projects

## ARTICLE IV

### PROJECT SPONSOR RESPONSIBILITIES:

1. **Secretary Authorization.** The Project shall be undertaken on behalf of the Project Sponsor by the Secretary acting in all things as its agent, and the Project Sponsor hereby constitutes and appoints the Secretary as its agent. All things done by the Secretary in connection with the Project are authorized, adopted, ratified, and confirmed by the Project Sponsor to the same extent and with the same effect as though done directly by the Project Sponsor acting in its own individual capacity. The Secretary is authorized by the Project Sponsor to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.
2. **Legal Authority.** By the signatory's signature on this Agreement, the signatory certifies that the signatory has legal and actual authority as representative and agent for the Project Sponsor to enter into this Agreement on its behalf. The Project Sponsor agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.
3. **Design and Specifications.** The Project Sponsor shall be responsible to make or contract to have made Design Plans for the Project.
4. **Conformity with Federal, State, and Local Public Authority (LPA) Requirements.** The Project Sponsor shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, or an equivalent City manual that the City certifies in the same or substantially similar to the KDOT Local Projects LPA Project Development Manual, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions required by the Secretary or by the Project Sponsor with the Secretary's concurrence, and with the rules and regulations of the FHWA pertaining to the Project.
5. **Submission of Design Plans to Secretary.** Upon their completion, the Project Sponsor shall have the Design Plans submitted to the Secretary by a licensed professional engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, attesting to the conformity of the Design Plans with the items in Article IV, paragraph 4 above. The Design Plans must be signed and sealed by the licensed professional engineer, licensed professional architect, and/or licensed landscape architect, as applicable, responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer, who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

Agreement No. 568-25  
 Project No. 87 N-0818-01  
 Bureau of Local Projects

6. **Consultant Contract Language.** The Project Sponsor shall include language requiring conformity with Article IV, paragraph 4 above, in all contracts between the Project Sponsor and any Consultant with whom the Project Sponsor has contracted to perform services for the Project. In addition, any contract between the Project Sponsor and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article IV, paragraph 4 above. In addition, any contract between the Project Sponsor and any Consultant with whom the Project Sponsor has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:
  - (a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.
  - (b) **Progress Reports.** Language requiring the Consultant to submit to the Project Sponsor (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
  - (c) **Third-Party Beneficiary.** Language making the Secretary a third-party beneficiary in the agreement between the Project Sponsor and the Consultant. Such language shall read:
 

"Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the Project Sponsor and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the Project Sponsor or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the Project Sponsor from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement."
7. **Responsibility for Adequacy of Design.** The Project Sponsor and any consultant retained by the Project Sponsor shall have the sole responsibility for the adequacy and accuracy of the design plans, specifications, and estimates. Any review of these items by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking to release the Project Sponsor and its consultant of the duty to provide adequate and accurate design plans, specifications, and estimates. Such reviews are not done for the benefit of the consultant, the construction contractor, the Project Sponsor, or other political subdivision, nor the traveling public. The Secretary makes no representation, expressed or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, and estimates or any other work performed by the consultant or the Project Sponsor.
8. **Right of Way.** The Project Sponsor agrees to the following with regard to Right of Way:

Agreement No. 568-25  
 Project No. 87 N-0818-01  
 Bureau of Local Projects

- (a) Right of Way Acquisition. The Project Sponsor will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The Project Sponsor agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The Project Sponsor shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The Project Sponsor further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements, and temporary easements.
- (b) Right of Way Documentation. The Project Sponsor will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The Project Sponsor further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. The Project Sponsor agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.
- (c) Relocation Assistance. The Project Sponsor will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the Project Sponsor will undertake the relocation of eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. § 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1, *et seq.* The Secretary will provide information, guidance, and oversight to the Project Sponsor for any relocations required by the Project.
- (d) Non-Highway Use of Right of Way. Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. If federal funds are used in the acquisition of Right of Way, any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.
- (e) Public Right-of-Way Accessibility Guidelines (PROWAG) and Americans with Disabilities Act Accessibility Guidelines (ADAAG). The Project Sponsor will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with PROWAG and ADAAG, regardless of whether such improvements are deemed non-eligible/non-participating bid items by the Secretary for reimbursement purposes.

Agreement No. 568-25  
Project No. 87 N-0818-01  
Bureau of Local Projects

(f) Trails and Sidewalks. With regard to any bike or pedestrian paths or sidewalks (“Trail/Sidewalk”) constructed, if any, pursuant to the Design Plans, the Project Sponsor agrees as follows:

- (i) Project Sponsor Responsible for Repairs and Providing Alternative Accessible Routes. If the construction of the Project reasonably requires the Trail/Sidewalk to be damaged or removed, the Project Sponsor shall be responsible for all repairs to the Trail/Sidewalk made necessary as a result of construction or maintenance. In the event the Trail/Sidewalk is temporarily closed or removed for any reason and for any length of time, the Project Sponsor will be wholly responsible for providing an alternative accessible path and for compliance with all laws and regulations relating to accessibility.
- (ii) Incorporation of Trail/Sidewalk into Local Transportation System. The Project Sponsor agrees to take all steps necessary to designate the Trail/Sidewalk component of the Project as an integral part of its local transportation system, being primarily for transportation purposes and having only incidental recreational use for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135.
- (iii) Maintenance. When the Project is completed and final acceptance is issued, the Project Sponsor, at its own cost and expense, will maintain, including snow removal if required by law, the Trail/Sidewalk and make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the Project Sponsor will begin the necessary repairs within a reasonable period and will prosecute the work continuously until it is satisfactorily completed. Any notification by the State Transportation Engineer, however, is not intended to and shall not be construed to be an undertaking of the Project Sponsor’s absolute duty and obligation to maintain the Trail/Sidewalk.

(g) Use of City Right of Way. The Secretary shall have the right to utilize any land owned or controlled by the City, lying inside or outside the limits of the City as shown on the final Design Plans, for the purpose of constructing the Project.

9. Removal of Encroachments. The Project Sponsor shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the Project Sponsor and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.
10. Future Encroachments. Except as provided by state and federal laws, the Project Sponsor agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and

Agreement No. 568-25  
 Project No. 87 N-0818-01  
 Bureau of Local Projects

specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

11. **Utilities.** The Project Sponsor agrees to the following with regard to Utilities:

- (a) **Utility Relocation.** The Project Sponsor will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.
- (b) **Status of Utilities.** The Project Sponsor shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.
- (c) **Time of Relocation.** The Project Sponsor will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The Project Sponsor shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the Project Sponsor as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The Project Sponsor shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the Project Sponsor's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The Project Sponsor will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.
- (d) **Permitting of Private Utilities.** The Project Sponsor shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.
- (e) **Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Project Sponsor will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.
- (f) **Cost of Relocation.** Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the Project Sponsor except as provided by state and federal laws.

Agreement No. 568-25  
Project No. 87 N-0818-01  
Bureau of Local Projects

12. **Hazardous Waste**. The Project Sponsor agrees to the following with regard to Hazardous Waste:

- (a) **Removal of Hazardous Waste**. The Project Sponsor shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The Project Sponsor shall take appropriate action to clean up and remediate any identified Hazardous Waste prior to Letting. The Project Sponsor will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to clean up and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and Project Sponsor and County standards where the Hazardous Waste is located.
- (b) **Responsibility for Hazardous Waste Remediation Costs**. The Project Sponsor shall be responsible for all damages, fines or penalties, expenses, fees, claims, and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.
- (c) **Hazardous Waste Indemnification**. The Project Sponsor shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the Project Sponsor in undertaking cleanup or remediation for any Hazardous Waste.
- (d) **No Waiver**. By signing this Agreement, the Project Sponsor has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The Project Sponsor reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

13. **Inspections**. Representatives of the Secretary or the WAMPO, if the Secretary deems necessary, may make periodic inspections of the Project and the records of the Project Sponsor as may be deemed necessary or desirable. The Project Sponsor will accomplish or direct or cause its subcontractors to accomplish any corrective action or work required by the Secretary's representatives as needed for federal participation. The Secretary does not undertake (for the benefit of the Project Sponsor, its subcontractors, or any third party) the duty to perform the day-to-day detailed monitoring of the Project, or to catch any errors, omissions, or deviations from the Project's scope of work by the Project Sponsor or its subcontractors.

14. **Authorization of Signatory**. The Project Sponsor shall authorize a duly appointed representative to sign for the Project Sponsor any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

Agreement No. 568-25  
 Project No. 87 N-0818-01  
 Bureau of Local Projects

15. **Traffic Control.** The Project Sponsor agrees to the following with regard to traffic control for the Project:

- (a) **Temporary Traffic Control.** The Project Sponsor shall provide a temporary traffic control plan within the Design Plans, which includes the Project Sponsor plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The Project Sponsor's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as the Project Sponsor's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify the Project Sponsor of the determinations made pursuant to this section.
- (b) **Permanent Traffic Control.** The location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, must conform to the latest version of the MUTCD as adopted by the Secretary.
- (c) **Parking Control.** If applicable, the Project Sponsor will control parking of vehicles on the Project Sponsor streets throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.
- (d) **Traffic Movements.** The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The Project Sponsor shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

16. **Access Control.** The Project Sponsor will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans unless prior approval is obtained from the Secretary.

17. **Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the Project Sponsor shall defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Project Sponsor, the Project Sponsor's agents, employees, or subcontractors. The Project Sponsor shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

Agreement No. 568-25  
Project No. 87 N-0818-01  
Bureau of Local Projects

18. **Procurement.** The Project Sponsor shall undertake the purchase of materials related to the Project in accordance with the procedures established by the current K.S.A. 75-3739 *et seq.* and 49 C.F.R. 18.32, or the Project Sponsor's procurement policies or regulations if such policies or regulations are approved by KDOT's Bureau of Local Projects (BLP). The Secretary shall not be responsible for any obligations that the Project Sponsor has assumed with using the State of Kansas' procurement procedures. Furthermore, the Project Sponsor acknowledges and agrees its request to the Secretary to use the State of Kansas' procurement procedures shall not bind the Secretary to render or provide assistance in any manner associated with this Agreement.
19. **Project Costs Prior to FHWA Approval.** The Project Sponsor agrees to be responsible for one hundred percent (100%) of any Project costs incurred by the Project Sponsor for the Project prior to the funding for the Project being authorized, obligated, and approved by the FHWA.
20. **Maintenance.** When the Project is completed and final acceptance is issued and until expiration of the Useful Life Period, the Project Sponsor will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the Project Sponsor will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.
21. **Remittance of Estimated Share.** The Project Sponsor shall deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities. The Project Sponsor will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of Project Sponsor/County Funds received by the Project Sponsor from the Secretary. The date indicated for the Project Sponsor to deposit its estimated share of the total Project expenses is fifty (50) days after the Letting date.
22. **Cap Amount for Project Costs.** The Project Sponsor agrees that the "Not to Exceed" dollar amount above is subject to change as listed in the Project Sponsor's MPO's Transportation Improvement Plan ("TIP"). Final "Not to Exceed" dollar amounts will be determined by the Secretary at the time of Letting. Any necessary changes to the "Not to Exceed" amounts will be documented through a supplemental agreement.
23. **Payment of Final Billing.** If any payment is due to the Secretary, such payment shall be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.
24. **Retention of Records.** The Project Sponsor shall maintain accounting records and other evidence pertaining to the costs incurred and to make the records available at its office at all reasonable times during the period of Agreement performance and for five (5) years thereafter. Such accounting records and other evidence pertaining to the costs incurred will be made available for inspection by the Secretary, FHWA, U.S. Department of Transportation (USDOT), and Office of Inspector General, or their authorized representatives, and copies thereof shall be furnished if requested.

Agreement No. 568-25  
 Project No. 87 N-0818-01  
 Bureau of Local Projects

25. **Entrance Control.** The Project Sponsor will control the construction or use of any entrances along the Project within the City including those shown on the final Design Plans.
26. **Prior Costs Incurred.** The Project Sponsor shall be responsible for one hundred percent (100%) of any Project costs incurred by the Project Sponsor for the Project prior to the funding for the Project being authorized, obligated, and approved by the FHWA.
27. **Annual Project Audit.** The Project Sponsor will participate and cooperate with the Secretary in an annual audit of the Project. If any such audits reveal payments have been made with federal funds by the Project Sponsor for items considered Non-Participating Costs, the Project Sponsor shall promptly reimburse the Secretary for such items upon notification by the Secretary.
28. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the Project Sponsor shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the Project Sponsor to any party outside of the Secretary and all costs incurred by the Project Sponsor not to be reimbursed by the Secretary for any phase or any other major expense associated with the Project.
29. **Cancellation by Project Sponsor.** If the Project Sponsor cancels the Project after receiving written approval from WAMPO, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The Project Sponsor agrees to reimburse the Secretary within thirty (30) days after receipt by the Project Sponsor of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

## ARTICLE V

### VALLEY CENTER RESPONSIBILITIES:

1. **Legal Authority.** By signature on this Agreement, the signatory certifies that the signatory has legal and actual authority as representative and agent for Valley Center to enter into this Agreement on its behalf. Valley Center agrees to adopt all necessary ordinances or resolutions, and to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement. However, Valley Center is not bound to take any action which Valley Center deems is not consistent with good governance or otherwise detrimental to Valley Center.

2. **Project Authorization.** Valley Center authorizes and agrees to the Project and Valley Center will coordinate and cooperate with the Secretary and the Project Sponsor to take all steps reasonable and necessary to complete the Project.

3. **Use of Valley Center Right of Way.** Valley Center grants the Secretary and the Project Sponsor the right to enter upon Valley Center Right of Way as needed for Project purposes including, but not limited to, design, Construction, and maintenance, as reasonably determined by the Secretary.

Agreement No. 568-25  
 Project No. 87 N-0818-01  
 Bureau of Local Projects

4. **Authorization of Signatory.** Valley Center shall authorize a duly appointed representative to sign for Valley Center any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

5. **Right of Way.** Valley Center agrees to the following with regard to Right of Way within its jurisdiction:

(a) **Right of Way Acquisition.** Valley Center will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. Valley Center agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. Valley Center shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. Valley Center further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements, and temporary easements.

(b) **Right of Way Documentation.** Valley Center will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. Valley Center further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. Valley Center agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

(c) **Relocation Assistance.** Valley Center will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree Valley Center will undertake the relocation for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. §§ 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1, *et seq.* The Secretary will provide information, guidance, and oversight to Valley Center for any relocations required by the Project.

(d) **Non-Highway Use of Right of Way.** Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. Any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

Agreement No. 568-25  
 Project No. 87 N-0818-01  
 Bureau of Local Projects

(e) **Use of Right of Way.** The Secretary shall have the right to utilize any land owned or controlled by Valley Center, lying inside or outside the jurisdiction of Valley Center as shown on the final Design Plans, for the purpose of constructing the Project.

6. **Removal of Encroachments within Valley Center's Jurisdiction.** Valley Center shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines Valley Center and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

7. **Future Encroachments within Valley Center's Jurisdiction.** Except as provided by state and federal laws, Valley Center agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

8. **Utilities.** Valley Center agrees to the following with regard to Utilities within its jurisdiction:

(a) **Utility Relocation.** Valley Center will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) **Status of Utilities.** Valley Center shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) **Time of Relocation.** Valley Center will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. Valley Center shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the Project Sponsor as to when, prior to the scheduled Letting and Construction, Utilities will be moved. Valley Center shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in Valley Center's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. Valley Center will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

Agreement No. 568-25  
 Project No. 87 N-0818-01  
 Bureau of Local Projects

(d) Permitting of Private Utilities. Valley Center shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law and the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*), Valley Center will indemnify, hold harmless, and save the Secretary, the Project Sponsor, and the Contractor for damages incurred by the Secretary, the Project Sponsor, and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by Valley Center except as provided by state and federal laws.

9. Hazardous Waste. Valley Center agrees to the following with regard to Hazardous Waste within its jurisdiction:

(a) Removal of Hazardous Waste. Valley Center shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. Valley Center shall take appropriate action to clean up and remediate any identified Hazardous Waste prior to Letting. Valley Center will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to clean up and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. Valley Center shall be responsible for all damages, fines or penalties, expenses, fees, claims, and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. Valley Center shall hold harmless, defend, and indemnify the Secretary and the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by Valley Center in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement, Valley Center has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous

Agreement No. 568-25  
 Project No. 87 N-0818-01  
 Bureau of Local Projects

Waste on any Right of Way within the Project Limits. Valley Center reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

10. **Inspections.** The Secretary does not undertake for the benefit of the Project Sponsor, Valley Center, the Contractor, the Consultant, or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans.

11. **Traffic Control.** Valley Center agrees to the following with regard to traffic control for the Project within its jurisdiction:

(a) **Temporary Traffic Control.** Valley Center shall provide a temporary traffic control plan within the Design Plans, which includes the Project Sponsor plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. Valley Center's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as Valley Center's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify Valley Center of the determinations made pursuant to this section.

(b) **Permanent Traffic Control.** The location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, must conform to the latest version of the MUTCD as adopted by the Secretary.

(c) **Parking Control.** If applicable, Valley Center will control parking of vehicles on Valley Center roads throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

(d) **Traffic Movements.** The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. Valley Center shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

12. **Access Control.** Valley Center will maintain the control of access rights within its jurisdiction and prohibit the construction or use of any entrances or access points along the Project within its jurisdiction other than those shown on the final Design Plans unless prior approval is obtained from the Secretary.

Agreement No. 568-25  
 Project No. 87 N-0818-01  
 Bureau of Local Projects

13. **Maintenance.** When the Project is completed and final acceptance is issued, Valley Center shall, at its own cost and expense, maintain the Project within its jurisdiction and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, Valley Center will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

14. **Compliance with Laws.** Valley Center shall comply with all local, state, and Federal laws and regulations relating to the performance of this Agreement. Furthermore, Valley Center shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause KDOT to be in violation of the FHWA terms and conditions.

15. **Restricted Funding Source.** Valley Center acknowledges and understands Secretary's share of the Project's total, actual, and eligible costs will be funded through federal aid. The Secretary does not assume any liability in connection with the Project.

## ARTICLE VI

### COUNTY RESPONSIBILITIES:

1. **Legal Authority.** By signature on this Agreement, the signatory certifies that the signatory has legal and actual authority as representative and agent for the County to enter into this Agreement on its behalf. The County agrees to adopt all necessary ordinances or resolutions, and to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement. However, the County is not bound to take any action which the County deems is not consistent with good governance or otherwise detrimental to the County.

2. **Project Authorization.** The County authorizes and agrees to the Project and the County will coordinate and cooperate with the Secretary and the Project Sponsor to take all steps reasonable and necessary to complete the Project.

3. **Use of County Right of Way.** The County grants the Secretary and the Project Sponsor the right to enter upon County Right of Way as needed for Project purposes including, but not limited to, design, Construction, and maintenance, as reasonably determined by the Secretary.

4. **Authorization of Signatory.** The County shall authorize a duly appointed representative to sign for the County any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

5. **Right of Way.** The County agrees to the following with regard to Right of Way within its jurisdiction:

(a) **Right of Way Acquisition.** The County will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The County agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and

Agreement No. 568-25  
 Project No. 87 N-0818-01  
 Bureau of Local Projects

Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The County shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The County further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements, and temporary easements.

(b) Right of Way Documentation. The County will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The County further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. The County agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

(c) Relocation Assistance. The County will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the County will undertake the relocation for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. §§ 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1, *et seq.* The Secretary will provide information, guidance, and oversight to the County for any relocations required by the Project.

(d) Non-Highway Use of Right of Way. Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. Any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

(e) Use of Right of Way. The Secretary shall have the right to utilize any land owned or controlled by the County, lying inside or outside the jurisdiction of the County as shown on the final Design Plans, for the purpose of constructing the Project.

6. Removal of Encroachments within the County's Jurisdiction. The County shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the County and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

Agreement No. 568-25  
 Project No. 87 N-0818-01  
 Bureau of Local Projects

7. **Future Encroachments within the County's Jurisdiction.** Except as provided by state and federal laws, the County agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

8. **Utilities.** The County agrees to the following with regard to Utilities within its jurisdiction:

(a) **Utility Relocation.** The County will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) **Status of Utilities.** The County shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) **Time of Relocation.** The County will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The County shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the Project Sponsor as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The County shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the County's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The County will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) **Permitting of Private Utilities.** The County shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) **Indemnification.** To the extent permitted by law and the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*), the County will indemnify, hold harmless, and save the Secretary, the Project Sponsor, and the Contractor for damages incurred by the Secretary, the Project Sponsor, and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) **Cost of Relocation.** Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the

Agreement No. 568-25  
 Project No. 87 N-0818-01  
 Bureau of Local Projects

owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the County except as provided by state and federal laws.

9. **Hazardous Waste**. The County agrees to the following with regard to Hazardous Waste within its jurisdiction:

(a) **Removal of Hazardous Waste**. The County shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The County shall take appropriate action to clean up and remediate any identified Hazardous Waste prior to Letting. The County will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to clean up and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) **Responsibility for Hazardous Waste Remediation Costs**. The County shall be responsible for all damages, fines or penalties, expenses, fees, claims, and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) **Hazardous Waste Indemnification**. The County shall hold harmless, defend, and indemnify the Secretary and the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the County in undertaking cleanup or remediation for any Hazardous Waste.

(d) **No Waiver**. By signing this Agreement, the County has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The County reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

10. **Inspections**. The Secretary does not undertake for the benefit of the Project Sponsor, the County, the Contractor, the Consultant, or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans.

11. **Traffic Control**. The County agrees to the following with regard to traffic control for the Project within its jurisdiction:

(a) **Temporary Traffic Control**. The County shall provide a temporary traffic control plan within the Design Plans, which includes the Project Sponsor plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and

Agreement No. 568-25  
 Project No. 87 N-0818-01  
 Bureau of Local Projects

installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The County's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as the County's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify the County of the determinations made pursuant to this section.

(b) Permanent Traffic Control. The location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, must conform to the latest version of the MUTCD as adopted by the Secretary.

(c) Parking Control. If applicable, the County will control parking of vehicles on the county roads throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

(d) Traffic Movements. The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The County shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

12. Access Control. The County will maintain the control of access rights within its jurisdiction and prohibit the construction or use of any entrances or access points along the Project within its jurisdiction other than those shown on the final Design Plans unless prior approval is obtained from the Secretary.

13. Maintenance. When the Project is completed and final acceptance is issued, the County shall, at its own cost and expense, maintain the Project within its jurisdiction and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the County will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

14. Compliance with Laws. The County shall comply with all local, state, and Federal laws and regulations relating to the performance of this Agreement. Furthermore, the County shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause KDOT to be in violation of the FHWA terms and conditions.

15. Restricted Funding Source. The County acknowledges and understands Secretary's share of the Project's total, actual, and eligible costs will be funded through federal aid. The Secretary does not assume any liability in connection with the Project.

Agreement No. 568-25  
 Project No. 87 N-0818-01  
 Bureau of Local Projects

## ARTICLE VII

### GENERAL FEDERAL REQUIREMENTS:

1. **Anti-Lobbying.** If the total value of this agreement exceeds one hundred thousand dollars (\$100,000.00), a **Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities Attachment** will be included to this Agreement and be attached and made a part of this Agreement. Such certification must state the recipient or subrecipient of a federal grant will not and has not used Federally-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. 2 C.F.R. § Pt. 200, App. II.
2. **Debarment & Suspension.** If the value of this Agreement exceeds twenty-five thousand dollars (\$25,000.00), it is a covered transaction for purposes of 2 C.F.R. Parts 180 and/or 1200. By signature on this Agreement, the Project Sponsor verifies that neither it, nor its agents or employees, are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any federal department or agency as reflected in the System for Award Management (SAM). Exec. Orders No. 12549 and 12689; 2 C.F.R. § 200.213.
3. **System for Award Management.** The Project Sponsor has registered with the System for Award Management (<http://www.sam.gov/>), which provides a Unique Entity Identifier (SAM). The Project Sponsor shall maintain such registration at all times during which it has active federal awards.
4. **Buy America Compliance.** The Parties agree to comply with the Buy America requirements of 23 C.F.R. § 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed. Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.
5. **Prohibition on Certain Technologies.** All Parties agree that they will comply with 2 C.F.R. §§ 200.216 and 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) or enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any

Agreement No. 568-25  
 Project No. 87 N-0818-01  
 Bureau of Local Projects

expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

6. **Audit.** All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular"). Further, the Project Sponsor agrees to the following provisions:
  - (a) **Audit.** It is the policy of the Secretary to make any final payments to the Project Sponsor for services related to the Project in a timely manner. The Audit Standards set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq.*
  - (b) **Audit Report.** The Secretary may pay any final amount due for the authorized work performed based upon the Project Sponsor's most recent Single or Program Specific Audit Report "(Audit Report)" available and a desk review of the claim by the Contract Audit Section of KDOT's Bureau of Fiscal Services. The Project Sponsor, by executing this Agreement, acknowledges the final payment is subject to all single or program specific audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree once the Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Audit Report for items which are declared as not eligible for reimbursement. The Project Sponsor agrees to refund the payment made by the Secretary to the Project Sponsor for items subsequently found to be not eligible for reimbursement by audit.
  - (c) **Agency Audit.** The Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the Project Sponsor will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by the Project Sponsor for items considered Non-Participating Costs, the Project Sponsor shall promptly reimburse the Secretary for such items upon notification by the Secretary.

## ARTICLE VIII

### **GENERAL PROVISIONS:**

1. **Incorporation of Documents.** The final Design Plans, special provisions, Construction Contract Proposal (as available), the Project Procedures Manuals, the agreement estimate for Construction

Agreement No. 568-25  
Project No. 87 N-0818-01  
Bureau of Local Projects

Engineering services (if applicable) and other attachments are all essential documents of this Agreement and are hereby incorporated by reference and made a part of this Agreement.

2. **FHWA Approval.** This Agreement is subject to the approval of the Federal Highway Administration (FHWA).
3. **Amendments.** Any change in this Agreement, whether by modification and/or supplementation must be accomplished by a formal contract amendment or supplement signed and approved by the duly authorized representatives of the Parties.
4. **Civil Rights Act.** The **Civil Rights Attachment** pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.
5. **Contractual Provisions.** The Provisions found in **Contractual Provisions Attachment** (Form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.
6. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.
7. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.
8. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Parties and their successors in office.
9. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
10. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.
11. **Severability.** If any provision of this Agreement or any attachments hereto is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

**The signature pages immediately follow this paragraph.**

Agreement No. 568-25  
Project No. 87 N-0818-01  
Bureau of Local Projects

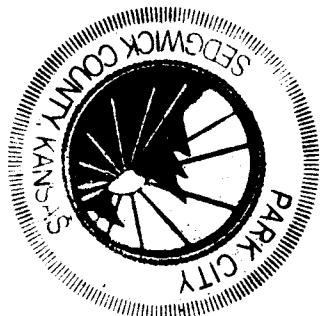
**IN WITNESS WHEREOF** the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

  
CITY CLERK (Date)   
MAYOR

(SEAL)

**CITY OF PARK CITY, KANSAS**



Agreement No. 568-25  
Project No. 87 N-0818-01  
Bureau of Local Projects

ATTEST:

**CITY OF VALLEY CENTER, KANSAS**

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CITY CLERK

(Date)

---

MAYOR

(SEAL)

Agreement No. 568-25  
Project No. 87 N-0818-01  
Bureau of Local Projects

ATTEST:

**SEDGWICK COUNTY, KANSAS**

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COUNTY CLERK

(Date)

(SEAL)

Board of County Commissioners Chairperson

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Board Member

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Board Member

Agreement No. 568-25  
Project No. 87 N-0818-01  
Bureau of Local Projects

**KANSAS DEPARTMENT OF  
TRANSPORTATION  
SECRETARY OF TRANSPORTATION**

By: \_\_\_\_\_ (Date)  
Greg Schieber, P.E.  
Deputy Secretary and  
State Transportation Engineer

Approved as to form:

**INDEX OF ATTACHMENTS**

1. Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities Attachment
2. Civil Rights Attachment
3. Contractual Provisions Attachment (Form DA-146a)
4. Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments

**Federal Funds Lobbying Certification Attachment  
Required Contract Provision**

**Definitions**

1. **Designated Entity:** An officer or employee of any agency, a Member of Congress or any state legislature, an officer or employee of Congress or any state legislature, or an employee of a Member of Congress or any state legislature
2. **Federal Grant:** An award of financial assistance by the Federal government (Federal Aid Highway Program is considered a grant program)
3. **Influencing (or attempt):** Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant
4. **Person:** An individual, corporation, company, association, authority, firm, partnership, society, state or local government
5. **Recipient:** All contractors, subcontractors or subgrantees, at any tier, of the recipient of fund received in connection with a Federal grant.

**Explanation**

As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this new section no appropriated funds may be used by the recipient of a Federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a Federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of \$100,000.00. Submission of this Certification is required for participation in this Project by Federal Law. For each failure to file, a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 may be imposed.

**Note:** If funds other than appropriated Federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401, "Disclosure of Lobbying Activities", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Design.

**THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.**

The maker of this Certification states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this Certification submitted in regard to this Agreement.

The maker certifies that: No Federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any Federal grant or the extension, continuation, renewal, amendment or modification of any Federal grant.

In the event that the maker subcontracts work in this Agreement, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

---

(Date)

By:

---

**KANSAS DEPARTMENT OF TRANSPORTATION**  
**CIVIL RIGHTS ACT ATTACHMENT**  
**PREAMBLE**

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (LEP).

**CLARIFICATION**

The term "Contractor" is understood to include the Contractor, the Contractor's assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

**ASSURANCE APPENDIX A**

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. cancelling, terminating or suspending a contract, in whole or in part.

Civil Rights Act Attachment  
Page 2 of 2

**6. Incorporation of Provisions:** The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**ASSURANCE APPENDIX E**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

State of Kansas  
 Department of Administration DA-146a  
 (Rev. 05-25)

### **CONTRACTUAL PROVISIONS ATTACHMENT**

**Important:** This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the non-State Agency Contracting Party's standard contract form, that form must be altered to contain the following provision:

The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 05-25), which is attached hereto, are hereby incorporated in this Contract and made a part thereof.

The Parties agree that the following provisions are hereby incorporated into the Contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This Contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this Contract shall reside only in courts located in the State of Kansas.
3. **Termination Due to Lack of Funding Appropriation or Funding Source:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated or no longer exist to continue the function performed in this Contract and for the payment of the charges hereunder due to the loss of the funding source, the Contracting State Agency may terminate this Contract immediately or at the end of its current fiscal year. The Contracting State Agency agrees to give written notice of termination to the non-State Agency Contracting Party at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this Contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. The non-State Agency Contracting Party shall have the right, at the end of such fiscal year, to take possession of any equipment provided to the Contracting State Agency under the contract. The Contracting State Agency will pay to the non-State Agency Contracting Party all regular contractual payments incurred prior to the period of notification or through the end of the fiscal year as determined by period of notification given by the Contracting State Agency, plus contractual charges incidental to the return of any such equipment. Upon termination of the Contract by the Contracting State Agency, title to any such equipment shall revert to the non-State Agency Contracting Party at the end of the Contracting State Agency's current fiscal year. The termination of the Contract pursuant to this paragraph shall not cause any penalty to be charged to the Parties.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the Contracting State Agency to defend, hold harmless, or indemnify any non-State Agency Contracting Party or third party for any acts or omissions. The liability of the Contracting State Agency is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).

5. **Anti-Discrimination Clause:** The non-State Agency Contracting Party agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the non-State Agency Contracting Party is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration; (f) the non-State Agency Contracting Party agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) the non-State Agency Contracting Party agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the non-State Agency Contracting Party has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the Contract may be canceled, terminated, or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration.
6. **Acceptance of Contract:** This Contract shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this Contract shall find that the Contracting State Agency has agreed to binding arbitration, or the payment of damages or penalties. Further, the Contracting State Agency does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the Contracting State Agency at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the non-State Agency Contracting Party thereby represents that such person is duly authorized by the non-State Agency Contracting Party to execute this Contract on behalf of the non-State Agency Contracting Party and that the non-State Agency Contracting Party agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The Contracting State Agency shall not be responsible for, nor indemnify a contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Contract.
10. **Insurance:** The Contracting State Agency shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this Contract, nor shall this Contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the non-State Agency Contracting Party shall bear the risk of any loss or damage to any property in which the non-State Agency Contracting Party holds title.

11. **Information**: No provision of this Contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment**: The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the Contracting State Agency to reiterate that nothing related to this Contract shall be deemed a waiver of the Eleventh Amendment.
13. **Campaign Contributions / Lobbying**: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
14. **Restricted Funding Source**: The non-State Agency Contracting Party acknowledges and understands the Contracting State Agency's share of the Contract's total, actual, and eligible costs may be funded through the receipt of or reimbursement through federal funds. The Contracting State Agency does not assume any liability in connection with the Contract's total, actual, and eligible costs which may be paid through the receipt of or reimbursement through federal funds. The non-State Agency Contracting Party shall reimburse the Contracting State Agency for any funds approved for this Contract and expended by the Contracting State Agency for which the Contracting State Agency is not reimbursed by the Federal Government or for which such funds are determined by the Federal Government to no longer be available to be used by the Contracting State Agency for said Contract.

**CERTIFICATION BY PARTICIPANTS AS TO CURRENT HISTORY  
REGARDING DEBARMENT, ELIGIBILITY, INDICTMENTS, CONVICTIONS, OR  
CIVIL JUDGMENTS**

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By signing this certificate, the Participant certifies that neither it nor its principals (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any other position involving the administration of federal funds):

- (1) is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- (2) has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- (3) has a proposed debarment pending; or
- (4) is or has been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years.

List any exceptions here: \_\_\_\_\_

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Exceptions will not necessarily result in denial of award, but will be considered in determining bidder or respondent responsibility. For any exceptions noted, indicate below to whom it applies, initiating agency, and dates of action.

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Providing false information may result in criminal prosecution or administrative sanctions.

Participant/Firm's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Authorized Company Official's Name and Title: \_\_\_\_\_  
(Typed or Printed)

Signature of Authorized Representative: \_\_\_\_\_  
(Date)

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

**E. ACCEPTANCE OF AGREEMENT FOR 85<sup>TH</sup> AND BROADWAY  
ROUNDABOUT WITH KDOT, PARK CITY, SEDGWICK COUNTY AND  
VALLEY CENTER:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion to approve agreement between Secretary of Transportation, the City of Park City, Sedgwick County and the City of Valley Center and authorize Mayor to sign.**

**NEW BUSINESS**

**F. ORDINANCE 1440-25; UPDATE TO VACATE “A’ STREET:**

City Attorney Arbuckle will present Ordinance 1440-25 and request waiver of first reading. Ordinance 1431-25 was previously approved and published but exhibit A was not included with the publication. This Ordinance will repeal and replace Ordinance 1431-25. This authorizes vacating a portion of “A” Street now “Park” Street.

- Ordinance 1440-25

## **ORDINANCE NO. 1431-25**

### **AN ORDINANCE OF THE CITY OF VALLEY CENTER, KANSAS, PURSUANT TO THE AUTHORITY OF K.S.A. 14-423, VACATING FOR THE CONSIDERATION OF EXPEDIENCY, A PORTION OF AVENUE "A", NOW "PARK" STREET IN WESTFALLS SUBDIVISION IN THE ORIGINAL TOWN SITE OF VALLEY CENTER, KANSAS.**

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

**SECTION ONE:** Pursuant to the authority of K.S.A. 14-423 the City of Valley Center, Kansas, when it deems "necessary or expedient," may vacate a public street, subject to an interested party's protest of, and public hearing on such vacation.

**SECTION TWO:** Pursuant to K.S.A. 14-423 the Governing Body of the City of Valley Center, Kansas, hereby determines that, the fact that a portion of the below described portion of Avenue A, now Park Street, is being used as a public street solely to provide access to the property located to the west of that portion of the below described "Avenue A", now Park Street, it is therefore deemed expedient to vacate that portion of the street "Avenue A, now Park Street" described in Exhibit A and attached hereto.

**SECTION THREE:** Pursuant to K.S.A. 14-423, as the above- described vacated street described in Exhibit A was previously taken from Westfalls Subdivision a part of Reserve B in the original town site of Valley Center, Kansas, the same shall be revert to the current owner of title of Reserve B, Westfalls Subdivision in the original town site of Valley Center, Kansas.

**SECTION FOUR:** Valley Center, Kansas Ordinance 1431-25 is repealed.

**SECTION FIVE:** This ordinance shall become effective 30 days after its publication, subject to a written protest by interested persons before the expiration of same 30 days following the ordinance's publication.

Passed and approved by the Governing Body of the City of Valley Center, Kansas, on the 18th day of November 2025.

First Reading waived  
Second Reading November 18, 2025

Seal

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Attest:

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Kristi Carrithers, City Clerk

James E. Truman, Mayor

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

**F. ORDINANCE 1440-25; UPDATE TO VACATE “A’ STREET:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion to waive first reading of Ordinance 1431-25 and approve Ordinance which authorizes vacating a portion of Avenue “A” now called C Street.**

**NEW BUSINESS**

**G. DISCUSSION REGARDING SUNFLOWER VALLEY ELIGIBILITY  
FOR HOUSING INCENTIVE PROGRAM:**

Community Development Fiedler will lead discussion regarding the eligibility of Sunflower Valley to qualify and participate in the Housing Incentive Program.

- Staff Memo



November 18<sup>th</sup>, 2025

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

**Subject: Sunflower Valley Housing Incentive**

## **BACKGROUND**

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Sunflower Valley was originally developed as 5 lots that were planned to have duplex buildings. On August 1, 2023 the City Council gave a pre-approval for the development to be included in the Commercial Housing Incentive Program (CHIP). The developers have since had lots 3 and 4 sub-divided through the condominium lot split and are wanted to do the same in other lots of the development.

The developers are now wanting to find out if they sell individual units, if they qualify for the Housing Incentive Program (HIP). The HIP was created for new, single-family residences and that they are the first-time occupant(s) of the residence.

## **CONSIDERATION**

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Many of these have been occupied as rental properties, which could possibly disqualify them if they are sold to another owner. Our zoning code has two different definitions for single-family homes; single-family attached and single-family detached, our HIP and CHIP do not specify either of those definitions. Staff would like clarification from Council if these properties qualify for the HIP.

Sincerely, Kyle Fiedler, Community Development Director



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

**G. DISCUSSION REGARDING SUNFLOWER VALLEY ELIGIBILITY FOR HOUSING INCENTIVE PROGRAM:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Following discussion Staff requests recommendation regarding eligibility for Sunflower Valley to participate in the HIP.**

**NEW BUSINESS**

**H. RESOLUTION 804-25; RENEWAL OF HOUSING INCENTIVE  
PROGRAM/COMMERCIAL HOUSING INCENTIVE PROGRAM:**

Comm. Dev. Director Fiedler will present Resolution 804-25, which will renew the City's Housing Incentive/Commercial Housing Incentive Program with a new program expiration date of December 31, 2027.

- Resolution 804-25



November 18<sup>th</sup>, 2025

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

***Subject: Housing Incentive Data***

## **BACKGROUND**

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Housing Incentive Program began in 2017. So far, 75 properties have been approved into the program, which currently expires December 2025. This program is specific to new, single-family residences that are owner-occupied and offers a 5-year 100% city portion of property tax rebate.

Subdivisions with eligible lots:

Vale Point – 181

Rio Bella – 34

Ceterra – 25

Arbor Valley – 33

Harvest Place – 78

Highpoint – 5

Total Lots Available: 356

Commercial Housing Incentive Program began in 2020. So far, 3 properties have been approved into the program, which currently expires December 2025. This program is specific to new, multi-family residences and offers a 3-year 100% city portion of property tax rebate.

Subdivisions with eligible lots:

Harvest Place: 126

## **RECOMMENDATION**

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The Economic Development Board reviewed these programs at their November 5<sup>th</sup>, 2025 meeting and recommended a renewal of the program for 2 additional years, and extend the build completion timeline from 12 months to 18 months.

Sincerely, Kyle Fiedler, Community Development Director

## **RESOLUTION NO. 804-25**

**A RESOLUTION OF THE CITY OF VALLEY CENTER, KANSAS ESTABLISHING INCENTIVES FOR RESIDENTS TO PURCHASE AND/OR BUILD NEW HOMES AND FOR DEVELOPERS OF MULTI-FAMILY RESIDENTIAL BUILDINGS. FURTHERMORE, THIS RESOLUTION REPEALS AND REPLACES RESOLUTION NO. 742-23.**

**Whereas**, the Governing Body of Valley Center, Kansas recognizes that population growth and the addition of new residences has stagnated in recent years as compared to neighboring communities; and

**Whereas**, the Governing Body has performed its due diligence by investigating the housing incentives offered by neighboring communities; and

**Whereas**, the Governing Body seeks to stimulate growth, and recognizes the importance of continued planned, inclusive growth in the City of Valley Center.

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

**Section 1.** The City of Valley Center shall implement a Housing Incentive Program, which will be overseen by the Community Development Director.

**Section 2.** The City of Valley Center will offer a five (5) year, 100% City tax rebate to the first-time occupants of all new single-family residences.

**Section 3.** Only the portion of real estate taxes attributed to the City of Valley Center will be rebated.

**Section 4.** The City tax rebate will only apply to the original owner. It is non-transferable.

**Section 5.** For individuals purchasing lots upon which to build single-family residences, such tax abatement will commence upon issuance of the Certificate of Occupancy. The Certificate of Occupancy must be issued no more than 18 months after the issuance of a building permit by the City of Valley Center, or, before the expiration date of the Housing Incentive Program, whichever is earlier.

**Section 6.** The tax rebate will be paid by the City of Valley Center in the form of a refund. The anticipated refund will be paid by the City Clerk no later than July 31<sup>st</sup> of each eligible year.

**Section 7.** To be eligible for the Housing Incentive Program, a resident must meet the following requirements:

- A. Complete an application from the Community Development Director.
- B. Certify that they have purchased a residence within the City limits of Valley Center between January 01, 2017 and December 31, 2027.
- C. Certify that they are the first-time occupant of the residence, and that the structure is being used as their primary residence.
- D. Remain current on their property taxes due.

**Section 8.** All Housing Incentive Program applications may be approved by City Staff.

**Section 9.** Unless modified by the Governing Body of Valley Center, Kansas, this Housing Incentive Program will expire on December 31, 2027.

**Section 10.** In conjunction with the rebate provided directly to homeowners, a companion rebate shall exist for owners of new, multi-family residential buildings (duplex, triplex, etc.) that are rented out to other individuals and meet the following requirements:

- A. Complete an application from the Community Development Director.
- B. Certify that they have built/own a new, multi-family residential building(s) within the city limits of Valley Center that have been completely constructed between January 1, 2020 and December 31, 2027.
- C. Remain current on their property taxes due.

**Section 11.** This rebate for multi-family residential property owners shall be referred to as the "Commercial Housing Incentive Program" and offer a tax rebate of 100% of the City portion of general property taxes for a period of three (3) years.

**Section 12.** For individuals purchasing lots upon which to build multi-family residences, such tax abatement will commence upon issuance of the Certificate of Occupancy. The Certificate of Occupancy must be issued no more than 18 months after the issuance of a building permit by the City of Valley Center, or, before the expiration date of the Commercial Housing Incentive Program, whichever is earlier.

**Section 13.** The Commercial Housing Incentive Program shall maintain the same program end date as the previously established Housing Incentive Program.

**Section 14.** All Commercial Housing Incentive Program applications shall be reviewed and approved by the Governing Body.

**Section 15.** This resolution shall be reviewed by the Governing Body on an annual basis.

**Section 16.** This resolution shall be in full force and effect from and after its adoption.

**ADOPTED** by the Governing Body of the City of Valley Center, Sedgwick County, Kansas, on November 18, 2025.

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James Truman, Mayor

{Seal}

Attest:

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Kristi Carrithers, City Clerk

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

**H. RESOLUTION 804-25; RENEWAL OF HOUSING INCENTIVE  
PROGRAM/COMMERCIAL HOUSING INCENTIVE PROGRAM:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommends motion to approve Resolution 804-25 renewal of the  
HIP/CHIP.**

**CONSENT AGENDA**

- A. APPROPRIATION ORDINANCE – NOVEMBER 18, 2025
- B. SEDGWICK COUNTY AGREEMENT FOR SENIOR CENTER
- C. TREASURER REPORT - AUGUST 2025
- D. CHECK RECONCILIATION – AUGUST 2025
- E. REVENUE AND EXPENSE REPORT – AUGUST 2025
- F. STREET CLOSURE REQUEST-MAIN STREET VALLEY  
CENTER HOMETOWN CHRISTMAS
- G. ECONOMIC DEVELOPMENT BOARD MINUTES- NOVEMBER  
5, 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 November 18, 2025, as prepared by City Staff.

**November 18, 2025, Appropriation**

**\$ 1,787,709.46**

VENDOR SET: 02 City of Valley Center  
 BANK: APBK PEOPLES CHECKING  
 DATE RANGE:10/30/2025 THRU 11/12/2025

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
1	DECKER, NORMAN							
	I-000202510284072	RESTITUTION	R 10/31/2025	591.08		063839		591.08
0125	EMERGENCY FIRE EQUIPMENT							
	I-202510274060	EMERGENCY FIRE EQUIPMENT	R 10/31/2025	362.09		063840		362.09
0179	INTERLINGUAL INTERPRETING SERV							
	I-202510274062	INTERLINGUAL INTERPRETING SERV	R 10/31/2025	71.80		063841		71.80
0196	P E C (PROFESSIONAL ENGINEERIN							
	I-202510274053	P E C (PROFESSIONAL ENGINEERIN	R 10/31/2025	130,652.63		063842		130,652.63
0254	CITY OF WICHITA							
	I-202510274058	CITY OF WICHITA	R 10/31/2025	79,467.44		063843		79,467.44
0587	DELL FINANCIAL SERVICES, LLC							
	I-202510274056	DELL FINANCIAL SERVICES, LLC	R 10/31/2025	18.70		063844		18.70
0780	CHENEY DOOR COMPANY							
	I-202510294075	CHENEY DOOR COMPANY	R 10/31/2025	261.50		063845		261.50
0784	MERIDIAN ANALYTICAL LABS, LLC							
	I-202510274065	MERIDIAN ANALYTICAL LABS, LLC	R 10/31/2025	744.00		063846		744.00
0799	ROYAL FRANCHISING, LLC DBA JAN							
	I-202510274054	ROYAL FRANCHISING, LLC DBA JAN	R 10/31/2025	596.05		063847		596.05
0812	CENTRAL KEY & SAFE COMPANY, IN							
	I-202510274063	CENTRAL KEY & SAFE COMPANY, IN	R 10/31/2025	157.50		063848		157.50
0824	GALLS, LLC							
	I-202510294076	GALLS, LLC	R 10/31/2025	1,375.07		063849		1,375.07
1082	T-MOBILE							
	I-202510274057	T-MOBILE	R 10/31/2025	115.50		063850		115.50
1118	PYE BARKER FIRE & SAFETY LLC							
	I-202510274059	PYE BARKER FIRE & SAFETY LLC	R 10/31/2025	516.00		063851		516.00
1234	FLEET FUELS LLC							
	I-202510274061	FLEET FUELS LLC	R 10/31/2025	1,269.10		063852		1,269.10
1441	TROPICAL DETAIL							
	I-202510294074	TROPICAL DETAIL	R 10/31/2025	100.00		063853		100.00

VENDOR SET: 02 City of Valley Center  
 BANK: APBK PEOPLES CHECKING  
 DATE RANGE:10/30/2025 THRU 11/12/2025

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
1498	TOM TROLIO							
	I-202510274055	TOM TROLIO	R 10/31/2025	25,000.00		063854		25,000.00
1499	WICHITA CRIME COMMISION							
	I-202510274064	WICHITA CRIME COMMISION	R 10/31/2025	300.00		063855		300.00
1500	DELTA FIRE & SAFETY INC.							
	I-202510284066	DELTA FIRE & SAFETY INC.	R 10/31/2025	19,002.72		063856		19,002.72
0014	WICHITA WINWATER WORKS CO.							
	I-202511044092	WICHITA WINWATER WORKS CO.	R 11/07/2025	1,942.86		063860		1,942.86
0035	BARRY ARBUCKLE							
	I-202511044102	BARRY ARBUCKLE	R 11/07/2025	19,800.00		063861		19,800.00
0042	LARRY LINN							
	I-202511044098	LARRY LINN	R 11/07/2025	1,700.00		063862		1,700.00
0077	KANSAS OFFICE OF THE TREASURER							
	I-202511044096	KANSAS OFFICE OF THE TREASURER	R 11/07/2025	815.12		063863		815.12
0091	MIES CONSTUCTION INC							
	I-202511044088	MIES CONSTUCTION INC	R 11/07/2025	510,011.54		063864		510,011.54
0156	BEALL & MITCHELL, LLC							
	I-202511044100	BEALL & MITCHELL, LLC	R 11/07/2025	1,850.00		063865		1,850.00
0183	KANSAS ONE-CALL SYSTEM, INC							
	I-202511044094	KANSAS ONE-CALL SYSTEM, INC	R 11/07/2025	271.32		063866		271.32
0226	RURAL WATER DISTRICT #2							
	I-202511044097	RURAL WATER DISTRICT #2	R 11/07/2025	568.96		063867		568.96
0312	VALLEY CENTER RECREATION							
	I-202511044095	VALLEY CENTER RECREATION	R 11/07/2025	9,824.27		063868		9,824.27
0378	PEARSON CONSTRUCTION LLC							
	I-202511034083	PEARSON CONSTRUCTION LLC	R 11/07/2025	285,998.45		063869		285,998.45
0457	CHRISTOPHER MICHAEL LEE DAVIS,							
	I-202511044099	CHRISTOPHER MICHAEL LEE DAVIS,	R 11/07/2025	125.00		063870		125.00
0601	JOY K. WILLIAMS, ATTORNEY AT L							
	I-202511044101	JOY K. WILLIAMS, ATTORNEY AT L	R 11/07/2025	1,350.00		063871		1,350.00

VENDOR SET: 02 City of Valley Center  
 BANK: APBK PEOPLES CHECKING  
 DATE RANGE:10/30/2025 THRU 11/12/2025

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
0824	GALLS, LLC							
I-202511044089	GALLS, LLC	R	11/07/2025	590.23		063872		590.23
1122	LITTLE ARKANSAS DAR							
I-202511044087	LITTLE ARKANSAS DAR	R	11/07/2025	500.00		063873		500.00
1162	CUT RATES LAWN CARE LLC							
I-202511044090	CUT RATES LAWN CARE LLC	R	11/07/2025	490.00		063874		490.00
1240	UTILITY MAINTENANCE CONTRACTOR							
I-202511044093	UTILITY MAINTENANCE CONTRACTOR	R	11/07/2025	5,310.00		063875		5,310.00
1255	FIRE SAFETY EDUCATION							
I-202511044085	FIRE SAFETY EDUCATION	R	11/07/2025	410.00		063876		410.00
1258	WILDCAT CONSTRUCTION CO., INC							
I-202511034082	WILDCAT CONSTRUCTION CO., INC	R	11/07/2025	146,921.27		063877		146,921.27
1348	THE RADAR SHOP INC.							
I-202511044084	THE RADAR SHOP INC.	R	11/07/2025	413.20		063878		413.20
1394	IDEATEK TELECOM, LLC.							
I-202511044103	IDEATEK TELECOM, LLC.	R	11/07/2025	1,696.09		063879		1,696.09
1474	JAN-PRO REGIONAL FRANCHISE							
I-202511044091	JAN-PRO REGIONAL FRANCHISE	R	11/07/2025	5,135.00		063880		5,135.00
1501	KOHNNENS TREE SERVICE LLC							
I-202511044086	KOHNNENS TREE SERVICE LLC	R	11/07/2025	500.00		063881		500.00
1297	BURNS & MCDONNELL/CAS CONSTRUC							
I-202511054104	BURNS & MCDONNELL/CAS CONSTRUC	R	11/07/2025	530,299.97		063882		530,299.97

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

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	41	1,787,124.46	0.00	1,787,124.46
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
	VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 02 BANK: APBK TOTALS:	41	1,787,124.46	0.00	1,787,124.46

VENDOR SET: 03 City of Valley Center  
 BANK: APBK PEOPLES CHECKING  
 DATE RANGE:10/30/2025 THRU 11/12/2025

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
0030	SAMUEL G BURKHOLDER							
I-202510294078	SAMUEL G BURKHOLDER	R	10/31/2025	195.00		063857		195.00
0104	BENJAMIN ENGLISH							
I-202510294077	BENJAMIN ENGLISH	R	10/31/2025	195.00		063858		195.00
0111	NICHOLAS BANNING							
I-202510294079	NICHOLAS BANNING	R	10/31/2025	195.00		063859		195.00

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

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	3	585.00	0.00	585.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
	VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 03	BANK: APBK	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			3	585.00	0.00	585.00
BANK: APBK		TOTALS:	44	1,787,709.46	0.00	1,787,709.46
REPORT TOTALS:			44	1,787,709.46	0.00	1,787,709.46

## SELECTION CRITERIA

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

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## CHECK SELECTION

CHECK RANGE: 063838 THRU 063882  
DATE RANGE: 10/30/2025 THRU 11/12/2025  
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99  
INCLUDE ALL VOIDS: YES

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## PRINT OPTIONS

SEQUENCE: CHECK NUMBER

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

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**CONSENT AGENDA**

**B. SEDGWICK COUNTY AGREEMENT FOR SENIOR CENTER:**

## AGREEMENT FOR SENIOR CENTERS

by and between:

**SEDGWICK COUNTY, KANSAS**  
and  
**CITY OF VALLEY CENTER, KANSAS**  
Valley Center Senior Center

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between Sedgwick County, Kansas (“County”) and City of Valley Center, Kansas (“Contractor”).

WITNESSETH:

**WHEREAS**, County wishes to make available certain senior centers to older adult residents of Sedgwick County; and

**WHEREAS**, County desires to engage Contractor to provide said services; and

**WHEREAS**, County and Contractor desire to state the terms and conditions under which Contractor will provide said services.

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

### SECTION 1: SCOPE OF SERVICES

**1.1 Purpose and Scope of Work.** Contractor shall provide a senior center to eligible Sedgwick County participants, as those participants are defined herein. The parties agree that time is of the essence in Contractor’s performance of this Agreement.

**1.2 Term.** This Agreement shall be for a period commencing January 1, 2026 and ending December 15, 2026. Notwithstanding the foregoing, this Agreement may continue on a month-to-month basis for a reasonable time after December 15, 2026, if: (a) both parties agree to continue operating under the terms and provisions of this Agreement while actively negotiating an agreement for FY 2027 and (b) funds are available for the 2027 program year.

### SECTION 2: CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants the following:

- a. Any funds provided for services under this Agreement which are unexpended upon termination of this Agreement will be returned to County.
- b. Contractor’s records used in the preparation of all reports are subject to review by County to ensure the accuracy and validity of the information reported.
- c. This Agreement will be evaluated by County in terms of obtaining goals and objectives.

- d. Contractor shall provide written notice to the Director of the Sedgwick County Department of Aging & Disabilities if it is unable to provide the required quantity or quality of services.
- e. Contractor shall submit required eligible participant data reports and demographics reports by the 10th day of the month semi-annually (i.e. July and January). These semi-annual reports will include the information as set forth in Exhibit C, which is attached hereto and incorporated as if fully set forth herein
- f. All applicable records will be maintained by Contractor on such forms, as the Director of the Sedgwick County Department of Aging & Disabilities shall designate. Contractors who do not submit required reports in accordance with this paragraph will not be sent payments by the County until they are deemed in compliance with the requirements of this Agreement.
- g. To provide the Sedgwick County Department of Aging & Disabilities a copy of its Organizational Chart. This will be submitted at the beginning of the Contract year. Updated copies will be submitted promptly if changes occur during the duration of this Agreement.
- h. To provide the Sedgwick County Department of Aging & Disabilities a list of its Board of Directors, which is to include each member's name, address and phone number. This should be submitted at the beginning of the contract year. Updated copies will be submitted promptly if changes occur during the duration of this Agreement.
- i. To provide a smoke free building. In the event that Contractor does not provide a building, which is smoke free in accordance with this paragraph, no payment will be sent by County until Contractor is deemed compliant with the requirements of this paragraph.
- j. Attendance is required at the quarterly Senior Center Summit meetings. Notice of the meeting times and places will be provided by the Sedgwick County Department of Aging & Disabilities.
- k. An eligible participant in this program is:
  - i. a resident of Sedgwick County, Kansas; and
  - ii. fifty-five (55) years of age or older.

### **SECTION 3: COMPENSATION AND BILLING**

**3.1 Compensation.** Payments made to Contractor pursuant to the terms of this Agreement shall be on a reimbursement basis of:

<u>Salaries</u>	<u>\$18,000.00</u>
<b>TOTAL</b>	<b>\$18,000.00</b>

County and Contractor agree that under no circumstances shall the total compensation paid to Contractor under this Agreement exceed EIGHTEEN THOUSAND DOLLARS (\$18,000.00). This reimbursement shall be the sole compensation rendered to Contractor hereunder.

**3.2 Invoicing and Billing.** Contractor agrees that billings and payments under this Contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Subject to the maximum amount of compensation prescribed in Paragraph 3.1, Contractor shall submit billing for services provided to the County by the 10<sup>th</sup> day of each month or on a quarterly

basis. Payment to Contractor shall be made within 30 days following receipt of Contractor's billing. Billings submitted after the 10<sup>th</sup> of the month may be rolled over to the next billing cycle. Line item billings must include documentation to support the invoice request. Payments shall be made to Contractor only for items and services provided to support the contract purpose and if such items are those that are authorized by Paragraph 3.1. The County reserves the right to disallow reimbursement for any item or service billed by Contractor if the County believes that any item or service was not provided to support the contract purpose.

Properly submitted invoices and/or billing statements will be paid within thirty (30) calendar days of receipt by County. All invoices must be submitted on or before December 18, 2026. County will not honor any requests for reimbursement compensation received after this date.

**3.3 Non-Supplanting Existing Funds.** Grant funds made available under County mill levy grants and administered under this Agreement will not be used to supplant existing funds and/or funding sources, but will rather be used to increase the amounts of those other funding sources.

**3.4 Reprogramming of Funds.** In the event the amount of funds County actually receives from the mill levy is less than anticipated, or in the event that no funds are available to County for funding this Agreement, Contractor understands and agrees that County may decrease the total compensation and reimbursement to be paid hereunder, or may suspend or terminate this Agreement without penalty.

## SECTION 4: CONTRACTOR'S PERSONNEL

**4.1 Qualified Personnel.** Contractor has, or shall secure at its own expense, personnel who are fully qualified in accordance with all applicable state and federal laws to provide the services as described herein. Such personnel shall not be Sedgwick County Department of Aging & Disabilities employees or have any other contractual relationship with the Sedgwick County Department of Aging & Disabilities. All of Contractor's personnel engaged, directly or indirectly, in the provision of services shall meet the requirements of this Agreement, all applicable federal laws, and all applicable laws of the State of Kansas.

**4.2 Minimum Wage.** Contractor shall comply with the minimum wage and maximum hour provisions of the Fair Labor Standards Act (29 U.S.C. § 201 *et seq.*).

**4.3 Employee Conflict of Interest.** Contractor shall establish written safeguards to prevent its employees from using their position with Contractor for a purpose that is, or gives rise to the perception that it is, motivated by a desire for private gain for themselves or others (particularly those with whom they have family, business, or other ties).

Contractor shall submit written notice to County in the event Contractor becomes aware that:

- a. an employee of the Department of Aging & Disabilities is also an employee of Contractor at the time this Agreement is executed; or
- b. an employee of Contractor seeks additional/alternate employment with the Department of Aging & Disabilities during the term of this Agreement;
- c. an employee of the Department of Aging & Disabilities seeks additional/alternate employment with Contractor during the term of this Agreement.

The Department of Aging & Disabilities shall have the sole discretion to determine what actions need to be taken to resolve the conflict. The Department of Aging & Disabilities may immediately terminate this

Agreement without any further liability to Contractor if Contractor fails to adhere to the Department of Aging & Disabilities' decision.

**4.4 Interest of Contractor.** Contractor covenants and warrants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of program services pursuant to this Agreement.

**4.5 Interest of Public Officials and Others.** No County officer or employee, or any member of its governing body or other public official, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**4.6 Advisory Council Members.** *[reserved]*

**4.7 Gratuities and Favors.** Contractor shall not directly or indirectly offer to any of County's officers, employees, or agents anything having monetary value including, without limitation, gratuities and favors.

**4.8 Participant Safeguards.** Persons convicted of the following types of crimes during the consecutive ten (10) year period immediately preceding execution of this Agreement or, at any time during the pendency of this Agreement, are restricted as follows:

- a. persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, or crime against another person are prohibited from performing services, administering this Agreement, or handling any funds conveyed hereunder;
- b. persons convicted of any crimes of moral turpitude, including without limitation, sex offenses and crimes against children are prohibited from performing services or otherwise interacting in any way with persons served pursuant to this Agreement; and
- c. persons convicted of a serious driving offense, including without limitation, driving under the influence of alcohol or a controlled substance, are prohibited from operating a vehicle in which a person served pursuant to this Agreement is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. §§ 8- 2116 and 8-2118.
- d. The terms "convicted" and "conviction" shall include: (i) convictions from any federal, state, local, military or other court of competent jurisdiction; (ii) nolo contendere ("no contest") pleas; and (iii) being placed into a diversion or deferred judgment program in lieu of prosecution.
- e. Any issues concerning the interpretation of this Section 4.8 or its application to an individual shall be referred to the Director of the Sedgwick County Department of Aging & Disabilities. The Director's decision shall be final for purposes of compliance with this Agreement.

## SECTION 5: RECORDS, REPORTS, INSPECTIONS AND AUDITS

**5.1 Internal Review and Corrective Action.** Internal review and corrective action shall be carried out pursuant to the Department of Aging & Disabilities' Policies and Procedures Manual. An individual who feels that she or he has been treated in an unfair or discriminatory manner by employees, contractors or providers should contact County within sixty (60) days of the occurrence. An incident report will be completed and forwarded to the Director of the Sedgwick County Department of Aging & Disabilities for review. The Director will issue a timely written response to the individual, addressing his or her concern and detailing any actions taken to correct the inappropriate treatment. The decision by the Director is

considered to be the final action on the issue. Identities of individuals filing a grievance shall be kept confidential to the extent possible.

**5.2 Notice of Action-Including Notice of Appeal Rights.** To the extent permitted by law, Contractor shall retain the right to appeal any final order or decision rendered at the administrative agency level which adversely affects the Contractor's interests, pursuant to the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions (K.S.A. 77-601 *et seq.*).

**5.3 County Audit.** County may request an audit for all funds received by Contractor from County as part of this Agreement. Any such audit shall be performed in accordance with the provisions of this Agreement. The audit shall cover Contractor's Accounting Information and other financial records which apply to this Agreement only. A copy of the audit requested by County shall be provided to the Department of Aging & Disabilities within twenty (20) days after receipt thereof. The audit may be requested by County at any time throughout the duration of this Agreement.

**5.4 Audits by State or Federal Agencies.** Contractor shall assist County in any audit or review of the program which might be performed by the Kansas Division of Legislative Post Audit or by any other local, state or federal agency by making persons or entities, documents, and copies of documents subject to Contractor's control available for the auditors or their representatives.

**5.5 Documentation of Costs.** All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation (hereinafter collectively referred to as "Expense Information") evidencing in proper detail the nature and propriety of the costs charged to the County.

**5.6 Reports.** During the term of this Agreement, Contractor shall furnish to County, in such form as County may require and upon County's request, such statements, records, reports, data and information pertaining to matters covered by this Agreement.

In addition, Contractor shall use the MySeniorCenter database platform to track membership, attendance, activities, reports, and any other information related to the program requirements of the Sedgwick County Department of Aging & Disabilities as outlined in this Agreement. County shall pay the cost of Contractor's MySeniorCenter database. At County's request, Contractor shall provide County with "administrator" access to Contractor's MySeniorCenter database, and such access shall include membership, attendance, activities, reports, and any other information related to the program requirements of the Sedgwick County Department of Aging & Disabilities as outlined in this Agreement.

Payments to Contractor may be withheld by County if Contractor fails to provide all required reports in a timely, complete and accurate manner. Any payments withheld pursuant to this Section 5.6 shall be submitted to Contractor when all requested reports are furnished to County in an acceptable form. All records and information used in preparation of reports are subject to review by County to ensure the accuracy and validity of the information reported.

Without limiting the foregoing, Contractor shall report the following information to the Department of Aging & Disabilities on a semi-annual basis no later than the tenth (10<sup>th</sup>) day of July 2026 and January 2027:

- a. an unduplicated count of program customers served; and
- b. such other data necessary to evaluate the program's effectiveness and efficiency.

**5.7 Retention of Records.** Unless otherwise specified in this Agreement, Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

**5.8 Access to Records.** At any time during which records are retained by Contractor pursuant to Section 5.7 herein, Contractor shall make any and all of its records, books, papers, documents and data available to County (or an authorized representative of a State agency with statutory oversight authority) for the purposes of:

- a. assisting in litigation or pending litigation; or
- b. any audits or examinations reasonably deemed necessary by the Department of Aging & Disabilities.

## **SECTION 6:SUSPENSION & TERMINATION**

**6.1 Suspension of Services.** County may, in its sole discretion, indefinitely suspend Contractor's performance of services pursuant to this Agreement by providing a two (2) day notice to Contractor. Contractor shall resume performance of services within three (3) days after receipt of notice from County.

**6.2 Termination.**

A. **Termination for Cause.** In the event of any breach of the terms or conditions of this Agreement by Contractor, or in the event of any proceedings by or against Contractor in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, County may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to Contractor on account thereof, by written notice, terminate immediately all or any part of this Agreement, procure the goods, equipment and/or services provided for herein elsewhere, on such terms and under such conditions as are reasonable in the sole discretion of County, and Contractor shall be liable to pay to County any excess cost or other damages caused by Contractor as a result thereof.

B. **Termination for Convenience.** County shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon thirty (30) days' written notice. Upon receipt of such termination notice, Contractor shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible. In such event, County's maximum liability shall be limited to payment for goods or equipment delivered and accepted and/or services rendered.

C. **Reduction in Funds.** It is understood that funding may cease or be reduced at any time. In the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this Agreement upon thirty (30) days' written notice.

## **SECTION 7:MISCELLANEOUS**

**7.1 Contractual Relationship.** It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the goods and services and performing the duties required by County hereunder.

Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, or employees of Contractor, will not be within the protection or coverage of County's workers' compensation insurance, nor shall Contractor, or employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for the withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

**7.2 Authority to Contract.** Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

**7.3 Notification.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

**County:** Sedgwick County Department of Aging & Disabilities  
 Attn: Contract Notification  
 271 West 3<sup>rd</sup> St. North, Suite 500  
 Wichita, Kansas 67202

and

Sedgwick County Counselor's Office  
 Attn: Contract Notification  
 100 North Broadway, Suite 650  
 Wichita, Kansas 67202

**Contractor:** City of Valley Center  
 Attn: City Clerk  
 116 South Park  
 Valley Center, Kansas 67147

**7.4 Hold Harmless.** Contractor shall indemnify County, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of Contractor's negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement. This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements, nor is it intended or shall it be used so as to circumvent Contractor's protections afforded it under the Kansas Tort Claims Act.

**7.5 Liability Insurance.** Contractor agrees to maintain the following minimum limits of insurance coverage throughout the term of this Agreement:

<b>Workers' Compensation</b> Applicable State Statutory Employer's Liability
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<b>Employer's Liability Insurance:</b>	\$100,000.00
<b>Contractor's Liability Insurance:</b>	
Form of insurance shall be by a Comprehensive General Liability and Comprehensive Automobile Liability	
<b>Bodily Injury:</b> Each occurrence Aggregate	\$500,000.00 \$500,000.00
<b>Property Damage:</b> Each occurrence Aggregate	\$500,000.00 \$500,000.00
<b>Personal Injury:</b> Each person aggregate General aggregate	\$500,000.00 \$500,000.00
<b>Automobile Liability – Owned, Non-Owned, and Hired:</b> Bodily injury each person Bodily injury each occurrence	\$500,000.00 \$500,000.00

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A- and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

**7.6 Entire Agreement.** This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

**7.7 Assignment.** Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

**7.8 Amendments.** Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

**7.9 Subcontracting.** None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of County. In the event subcontracting is approved by County, Contractor shall remain totally responsible for all actions and work performed by its subcontractors. All

approved subcontracts must conform to applicable requirements set forth in this Agreement and in its appendices, exhibits and amendments, if any.

**7.10 Severability Clause.** In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

**7.11 Waiver.** Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.

**7.12 Force Majeure.** Contractor shall not be held liable if the failure to perform under this Agreement arises out of causes beyond the control of Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

**7.13 Order of Preference.** Any conflict to the provisions of this Agreement and the documents incorporated by reference shall be determined by the following priority order:

- a. Sedgwick County Mandatory Contractual Provisions Attachment (Exhibit A)
- b. Sedgwick County Mandatory Independent Contractor Addendum (Exhibit B)
- c. Program Goals and Objectives (Exhibit C)
- d. This Agreement document

**7.14 Environmental Protection.** Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

**7.15 Nondiscrimination and Workplace Safety.** Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

**7.16 Confidentiality.** Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

**7.17 Required Certifications.** If Contractor is organized as a business entity of any sort, it shall furnish evidence of good standing in the form of a certificate signed by the Kansas Secretary of State. If Contractor is not officially organized in Kansas, it shall furnish evidence of authority to transact business in Kansas in the form of a certificate signed by the Kansas Secretary of State. The applicable certificate shall be provided to County on or before execution of this Agreement.

**7.18 Certificate of Tax Clearance.** Annually, Contractor shall provide County with a certificate of tax clearance from the State of Kansas certifying Contractor has paid all state taxes. The statement of tax clearance must be provided before contract renewal/initiation and be dated no more than thirty (30) days prior to beginning date of the contract term.

**7.19 Open Meetings.** By accepting funding from County, Contractor agrees that all administrative meetings at which the management or distribution of such funding is a topic will be open to County officials and/or employees.

**7.20 Publicity.** Contractor shall not publicize in any manner whatsoever its participation in this Agreement, or the program services provided hereunder, without prior written consent of the County. County's support of program services shall be conspicuously acknowledged in all publicity releases.

**7.21 Signs/Decals.** Contractor agrees to allow County, upon County's request, to place signs and/or decals on Contractor's premises, the precise location of which shall be agreed upon by both parties. Such signs and/or decals shall state "A portion of the funding for this program is provided by the Board of Sedgwick County Commissioners."

**7.22 Publication of Contract Results.** If this Agreement results in a book or other material that may be copyrighted, the author is free to copyright the work. However, County reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all such copyrighted material and all material which can be copyrighted.

**7.23 Documentation of Originality or Source.** All published and/or written reports submitted under this Agreement, or in conjunction with any thirty-party agreements hereunder, will be originally developed material unless specifically provided for otherwise. Material not originally developed that is included in published material and/or written reports shall identify the source in either the body of the publication and/or written report or in a footnote, regardless of whether the material is use verbatim or in an extensive paraphrase format. All published material and written reports shall give notice that funds were provided by a grant from Sedgwick County.

**7.24 Drug Free Work Place Act of 1988 (49 CFR Part 32).** Contractor is required to provide a drug-free workplace and comply with the Drug Free Work Place Act of 1988 as prescribed in 49 CFR Part 32.

**7.25 Incorporation of Documents.** Exhibit A (Sedgwick County Mandatory Contractual Provisions Attachment), Exhibit B (Sedgwick County Mandatory Independent Contractor Addendum), and Exhibit C (Program Goals and Objectives) are attached hereto and are made a part hereof as if fully set forth herein.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SEDGWICK COUNTY, KANSAS

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Ryan Baty, Chairman  
Commissioner, Fourth District

CITY OF VALLEY CENTER, KANSAS

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Mayor

APPROVED AS TO FORM ONLY:

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Adrienn F. Clark  
Assistant County Counselor

ATTESTED TO:

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Kelly B. Arnold  
County Clerk

**EXHIBIT A**  
**SEDGWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT**

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement in which this attachment is incorporated.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.
4. **Disclaimer of Liability:** County shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim, or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State, and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state, and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the Contractor a certificate of tax exemption.

County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. **Insurance:** County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest:** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.
11. **Confidentiality.** County and Contractor, to the extent applicable, must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 *et seq.*) in providing services and/or goods under this Agreement and the production of records. In addition, Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement and shall maintain such information securely and confidentially. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with applicable laws. No private or confidential data collected, maintained, or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.
12. **Cash Basis and Budget Laws:** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement, the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause:** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*), and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated, or suspended, in whole or in part, by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated, or suspended, in whole or in part, by County, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

14. **Suspension/Debarment:** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.
15. **HIPAA Compliance:** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); the Genetic Information Nondiscrimination Act of 2008 ("GINA"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as "HIPAA"), to the extent that the Contractor uses, discloses, or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.
16. **Compliance with Law:** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
17. **Tax Set-Off:** If, at any time prior to or during the term of any executed agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the Agreement, County will offset said delinquent taxes by the amount of the payment due under the Agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.
18. **Inapplicability to Municipal Contractors:** The following provisions found in this Sedgwick County Mandatory Contractual Provisions Attachment shall be inapplicable if the contractor is a Kansas county, incorporated city, township, or improvement district: 8, 10, and 17.
19. **Safety Recall Notices:** Throughout the term of the Agreement and at all times thereafter, Contractor must immediately notify County of any and all safety recall notices of products, goods, and services Contractor has provided to County. In addition, Contractor shall remedy the recalled defect(s), at no cost to County, by: (1) providing products, goods, or services reasonably equal to or better than the quality of the products, goods, or services without accounting for the recalled defect(s); or (2) providing compensation to County in an amount not less than the original cost of the products, goods, or services

less a reasonable amount for depreciation. This Section 19 survives expiration or termination of the Agreement.

20. **Generative AI**: Contractor shall disclose any use of Generative AI which processes, involves, has access or exposure to, impacts, or potentially impacts the County or County data, systems, goods, services, or products. In addition to the foregoing, Contractor shall specifically identify when Generative AI is intended for use to draft reports containing recommendations that involve engineering judgment or propose decisions, actions, or inactions that involve or rely upon professional engineering knowledge or experience. For purposes of this section, Generative AI is artificial intelligence capable of generating text, images, or other media, using generative models. In the event of any such disclosure, County may, in its sole discretion, deny the use of the Generative AI in performance of the Agreement or terminate this Agreement immediately and without any liability or duty beyond that compensation for goods or services already provided.

In addition, Contractor shall not expose or input any confidential County data, records, processes, or other types of information into Generative AI. Confidential data shall constitute Personal Health Information, medical records, legal or privileged records, personnel records, similarly sensitive records, or other types of data or records identified as confidential by County.

21. **Breach of System**: To the extent Contractor accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses County records or data, it shall, following the discovery of a breach or compromise of Contractor's system or of County information, immediately notify the County of such breach or compromise. Such notice shall include the County data or records that have been, or is reasonably believed by the Contractor to have been, used, accessed, acquired, or disclosed. Contractor shall provide County with any other available information that County reasonably requests or could be used to protect County's own system and data. Within five (5) days of the incident, Contractor shall provide County, in writing, a plan containing remedial steps being taken to address the compromised or potentially compromised data and future plans to prevent recurrence of the same or similar breach. If such remediation plan is acceptable to County IT, Contractor shall immediately implement the plan. In the event the remediation plan is not acceptable to County IT, both parties shall negotiate, in good faith, for Contractor to provide security protection for the County and/or individuals potentially impacted by the breach.

[remainder of page intentionally left blank]

**EXHIBIT B**  
**SEDGWICK COUNTY MANDATORY INDEPENDENT CONTRACTOR ADDENDUM**

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to, payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation; and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by County.
2. The parties agree that as an independent contractor, Contractor is not entitled to the following benefits from County: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than County. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against County's workers' compensation insurance and/or health insurance and further agrees to indemnify County for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.
3. The parties hereby acknowledge and agree that County will not: (a) require Contractor to work exclusively for County; (b) establish a quality standard for Contractor, except that County may provide plans and specifications regarding the work but will not oversee the actual work or instruct Contractor as to how the work is to be performed; (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide more than minimal training for Contractor; (e) provide tools or benefits to Contractor (materials and equipment may be supplied, however); (f) dictate the time of Contractor's performance; (g) pay Contractor personally, when possible; instead, County will make all checks payable to the trade or business name under which Contractor does business; and (h) combine its business operations in any way with Contractor's business, but will instead maintain such operations as separate and distinct.
4. Contractor does not have the authority to act for County, to bind County in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of County.
5. Unless given express written consent by County, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and, if Contractor is given written permission to have other parties on site and the Contractor provides the appropriate coverage, the Contractor agrees to retain control over any persons employed by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. County will not provide training or instruction to Contractor regarding the performance of services hereunder.
9. Contractor will not receive benefits of any type from County.
10. Contractor represents that it is engaged in providing similar services to the general public and is not required to work exclusively for County.
11. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
12. No workers' compensation insurance shall be obtained by County covering Contractor. Contractor shall comply with the workers' compensation laws pertaining to Contractor.
13. Contractor will not combine its business operations in any way with County's business operations and each party shall maintain their operations as separate and distinct.

**EXHIBIT C**  
**PROGRAM GOALS AND OBJECTIVES**

A senior center is a community focal point where eligible participants come together for services and activities, which enhance the dignity, support the independence, and encourage the involvement of eligible participants in and with the community. As part of a comprehensive community strategy to meet the needs of eligible participants, senior center programs take place within and emanate from a facility. The senior center will be open four (4) to six (6) hours per day, five (5) days per week.

**A. GOALS.**

1. The senior center will be required to provide assistance in fulfilling the social, educational, recreational, physical and emotional needs of eligible participants through the development, planning, and coordination of activities.
2. The senior center will be required to provide information and assistance to eligible participants regarding services including, but not limited to:
  - a. Adult Day Services
  - b. Case Management
  - c. Chore/Minor Home Repair
  - d. Commodities
  - e. Employment
  - f. Forms Assistance - Entitlement/Social Security/Medicaid
  - g. Housing Assistance/Referrals/Matches
  - h. In-home Services – Respite/Homemaker/Attendant Care
 

including: Program literature, resources from the director
  - i. Legal Assistance
  - j. Nutrition - Congregate/Homebound
  - k. Shopping and Errand Assistance
  - l. Support Groups
  - m. Translation/Interpretation
  - n. Transportation
  - o. Wellness Screenings
3. The senior center will be required to provide coordinated comprehensive and appealing programs in the area of social participation and education as outlined in the *Baseline*, *Special Events/Projects* and *Education* sections.
4. The senior center shall work to mobilize interest, skills and abilities of senior center participants in order for them to assist other elders within the community.
5. The senior center shall serve as a catalyst in bringing senior center participants together with services that will meet their various needs.

B. OBJECTIVES.

The senior center is a meeting and gathering point designed to give eligible participants a place for fellowship, a place to experience a sense of belonging, and a place to obtain information to enrich their lives. Eligible participants should be given the opportunity to plan, or assist in the planning, of senior center activities. They should also be encouraged by the senior center to become involved in community activities.

The senior center will be required to provide the following:

- 1) *BASELINE ACTIVITIES*, which shall be selected from a list, which is standard for all senior centers. Baseline activities are senior center activities that occur on a regular basis (daily, weekly, monthly, and/or quarterly). Baseline activities are to be specified through a description with projected outcomes (i.e. average number of participants). The senior center will be required to provide a minimum of seven (7) Baseline activities from the following:
  - a) Crafts
  - b) Exercise
  - c) Games
  - d) Potluck/Meals (not including congregate meals)
  - e) Social/Support Groups
- 2) *SPECIAL EVENTS/PROJECTS* are activities, which require the planning, and/or coordination of the senior center director. These activities are to be specified through a description with projected outcomes. The center will be required to provide a minimum of ten (10) Special Events/Projects per year. Examples include:
  - a) Community Charities
  - b) Fundraising
  - c) Intergenerational Programs
  - d) Dinner Events with Programs
  - e) Musical Events
- 3) *EDUCATIONAL* activities are those, which require the planning and/or coordination of the senior center director. These activities are to be specified through a description with projected outcomes. The senior center will be required to provide a minimum of thirty-five (35) Educational activities per year. At least eight of the 35 activities must include a program on each of the following programs: an evidence-based program, caregiver, mental health, health promotion/disease prevention, fall prevention, medication management, elder abuse and a program on public benefits. Examples of other activities include:
  - a) Community Education
  - b) Education Services
  - c) Health Presentations/Workshops
  - d) Advocacy Opportunities
  - e) Retirement Planning
  - f) Volunteer Services and Opportunities
  - g) Educational Tours and Cultural Enrichment

- 4) The senior center will employ at least a half time director to plan, coordinate, and schedule activities. As part of the Director's regular job duties the senior center director is expected to:
  - a) Create/Provide an entry point for aging services.
  - b) Be informed on aging services available within the community.
  - c) Schedule activities, presentations, and events; Develop and set-up programs; link with the community, other senior centers, and participants to create opportunities for the senior center, including:
    - \* Advocacy
    - \* Counseling
    - \* Information and Assistance on services, which includes those, listed in Exhibit C, Section A.2 (also includes program literature and resources).
    - \* Outreach, which must include contact with someone to assist in service connection (home visits, telephone, etc.).
  - d) Provide the specified number of activities for each category.
  - e) Work to increase senior center membership, and membership participation in activities, and submit an annual measurement of senior center membership growth.
  - f) In an effort to expand services and activities and be a focal point in your community; work to strengthen your volunteer base by recruiting at least two percent (2%) of your membership to serve as volunteers to serve other members in need including temporary assistance in home, yard work, carpooling, bookkeeping, a calling tree, Medicare counseling, etc. By doing this volunteers could sign up with the Sedgwick County Department of Aging & Disabilities Volunteer Program to receive the benefits through this program. Benefits include: accidental medical, volunteer liability and auto liability insurance; background checks; support; recognition events; and monthly newsletter.
  - g) Require participation by a senior center representative in the four (4) Senior Summit meetings which will be held to focus on objectives, review program updates and changes in aging services, share working models and strategically plan a common vision for Sedgwick County's Senior Center network. Arrangements need to be coordinated with the Program Manager to excuse absences, which may be made up by attending a monthly Aging Network meeting.
  - h) Maintain the MySeniorCenter database to track membership, attendance, activities, reports and any other information related to the program requirements.
  - i) Require senior center staff or a volunteer to be SHICK trained and provide SHICK counseling to senior center participants as needed
- 5) The senior center will have adequate space for the following:
  - a) Social and companionship activities; and
  - b) Separate privacy area for the purpose of counseling or meetings.

- 6) A senior center should work to recruit volunteers to expand the services and activities with an emphasis on additional senior center "Goals and Objectives" which expand senior center programs and roles in the community.
- 7) A senior center should expend the funds as outlined in the budget to accomplish the goals of the program.

**NOTE:** ANY ACTIVITY THAT IS INTRODUCED AS A NEW ACTIVITY WILL BE COUNTED AS A NEW ACTIVITY. WHEN THAT ACTIVITY BECOMES A REGULAR ACTIVITY, IT THEN WILL BECOME A PART OF THE BASELINE CATEGORY.

SEDGWICK COUNTY DEPARTMENT OF AGING & DISABILITIES WILL OFFER TECHNICAL ASSISTANCE TO SENIOR CENTERS UPON REQUEST IN AN EFFORT TO MAXIMIZE EACH CENTER'S POTENTIAL FOR IMPLEMENTING SUCCESSFUL NEW PROGRAMS.

C. OUTCOMES:

1. Seventy-five percent (75%) of participants will express that through their involvement with the senior center they have increased their level of activity and increased or changed their knowledge, skills or behavior.

#### SPECIFIC SENIOR CENTER GOALS, OBJECTIVES & OUTCOMES

Goal:

Continue to expand activities and services that benefit the interest and needs of older adults.

Objective:

Provide at least three new activities to increase social group interactions among 30 unduplicated seniors.

Outcome:

Ninety percent (90%) of the participants will express enjoyment of activities and increase their number of visits to the center.

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**CONSENT AGENDA**

**C. TREASURER REPORT–AUGUST 2025:**

## MTD TREASURERS REPORT

AS OF: AUGUST 31ST, 2025

FUND	BEGINNING	M-T-D	M-T-D	CASH BASIS	NET CHANGE	NET CHANGE	ACCRUAL ENDING
	CASH BALANCE	REVENUES	EXPENSES	BALANCE	OTHER ASSETS	LIABILITIES	CASH BALANCE
010-GENERAL FUND	2,437,843.96	155,151.63	367,171.67	2,225,823.92	0.00	( 951.83)	2,224,872.09
020-SPECIAL PARKS AND REC	41,799.84	151.89	0.00	41,951.73	0.00	0.00	41,951.73
030-SPECIAL ALCOHOL AND DRUGS	20,950.41	0.00	0.00	20,950.41	0.00	0.00	20,950.41
040-POOL/REC SALES TAX	479,378.41	77,716.63	0.00	557,095.04	0.00	0.00	557,095.04
050-TIF FUND	434,090.07	1,648.32	15,381.25	420,357.14	0.00	0.00	420,357.14
110-EMPLOYEE BENEFITS	333,651.45	15,551.45	19,578.08	329,624.82	0.00	0.00	329,624.82
126-BUILDING EQUIP RESERVE	69,415.91	262.33	0.00	69,678.24	0.00	0.00	69,678.24
127-EQUIPMENT RESERVE	426,011.87	1,455.06	2,971.75	424,495.18	0.00	0.00	424,495.18
130-FLEET MANAGEMENT FUND	90,975.40	252.18	29,719.88	61,507.70	0.00	0.00	61,507.70
140-LIBRARY	17,093.44	0.00	0.00	17,093.44	0.00	0.00	17,093.44
150-SPECIAL HIGHWAY	628,883.05	74,292.10	69,218.23	633,956.92	0.00	183.27	634,140.19
160-EMERGENCY EQUIPMENT	53,311.72	730.01	15,819.44	38,222.29	0.00	0.00	38,222.29
161-PUBLIC SAFETY TRAINING	12,089.83	187.33	0.00	12,277.16	0.00	0.00	12,277.16
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	2,266.25	0.00	0.00	2,266.25	0.00	0.00	2,266.25
280-ADSAP	1,071.19	0.00	0.00	1,071.19	0.00	0.00	1,071.19
350-CAPITAL PROJECTS FUND	10,156,430.27	33,384.62	564,812.97	9,625,001.92	0.00	0.00	9,625,001.92
410-BOND & INTEREST	1,331,380.28	5,063.06	0.00	1,336,443.34	0.00	0.00	1,336,443.34
420-LAND BANK RESERVE	67,603.52	255.37	0.00	67,858.89	0.00	0.00	67,858.89
510-GIFTS AND GRANTS	7,062.98	550.00	0.00	7,612.98	0.00	0.00	7,612.98
520-STATE/FEDERAL GRANT MNGMT	1,571.41	0.00	0.00	1,571.41	0.00	0.00	1,571.41
610-WATER OPERATING	3,664,539.90	274,745.18	321,867.65	3,617,417.43	39,331.90	2,607.65	3,580,693.18
612-STORMWATER UTILITY FUND	484,331.64	30,719.98	9,051.25	506,000.37	660.14	0.00	505,340.23
613-SOLID WASTE UTILITY	193,918.64	53,520.39	48,364.00	199,075.03	1,098.44	0.00	197,976.59
619-WATER SURPLUS RESERVE	807,654.81	2,224.76	0.00	809,879.57	0.00	0.00	809,879.57
620-SEWER OPERATING	1,786,691.53	136,807.36	70,589.52	1,852,909.37	3,423.08	70.30	1,849,556.59
628-SEWER SURPLUS RESERVE	247,154.01	934.09	0.00	248,088.10	0.00	0.00	248,088.10
GRAND TOTAL	23,804,556.58	865,603.74	1,534,545.69	23,135,614.63	44,513.56	1,909.39	23,093,010.46
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\*\*\* END OF REPORT \*\*\*

**CONSENT AGENDA**

**D. CHECK RECONCILIATION –AUGUST 2025:**

COMPANY: 999 - POOLED CASH FUND  
 ACCOUNT: 1000-001.000 POOLED CASH  
 TYPE: Bank Draft, Check  
 STATUS: All  
 FOLIO: All

CHECK DATE: November 18, 2025 City Council Agenda Page 185  
 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	8/06/2025	BANK-DRAFT002174	ALLIED BENEFIT-ATF2	13,670.79CR	POSTED	A	8/08/2025
1000-001.000	8/13/2025	BANK-DRAFT002175	ALLIED BENEFIT-ATF2	3,204.07CR	POSTED	A	8/14/2025
1000-001.000	8/15/2025	BANK-DRAFT002150	KANSAS DEPT OF REVENUE	6,046.95CR	POSTED	A	8/08/2025
1000-001.000	8/15/2025	BANK-DRAFT002151	KANSAS PAYMENT CENTER	1,238.75CR	POSTED	A	8/08/2025
1000-001.000	8/15/2025	BANK-DRAFT002152	KPERS	30,807.68CR	POSTED	A	8/08/2025
1000-001.000	8/15/2025	BANK-DRAFT002153	EMPOWER FINANCIAL	3,575.40CR	POSTED	A	8/11/2025
1000-001.000	8/15/2025	BANK-DRAFT002154	IRS- DEPARTMENT OF THE TREASUR	28,463.56CR	POSTED	A	8/08/2025
1000-001.000	8/15/2025	BANK-DRAFT002155	MID AMERICAN CREDIT UNION	1,069.74CR	POSTED	A	8/08/2025
1000-001.000	8/15/2025	BANK-DRAFT002178	ALLIED BENEFIT-ATF2	30,647.62CR	POSTED	A	8/11/2025
1000-001.000	8/20/2025	BANK-DRAFT002176	ALLIED BENEFIT-ATF2	7,784.56CR	POSTED	A	8/22/2025
1000-001.000	8/22/2025	BANK-DRAFT002156	KANSAS DEPT OF REVENUE	6,306.06CR	POSTED	A	8/22/2025
1000-001.000	8/22/2025	BANK-DRAFT002157	KANSAS PAYMENT CENTER	1,238.75CR	POSTED	A	8/22/2025
1000-001.000	8/22/2025	BANK-DRAFT002158	KPERS	29,315.66CR	POSTED	A	8/22/2025
1000-001.000	8/22/2025	BANK-DRAFT002159	EMPOWER FINANCIAL	3,630.40CR	POSTED	A	8/25/2025
1000-001.000	8/22/2025	BANK-DRAFT002160	IRS- DEPARTMENT OF THE TREASUR	30,511.94CR	POSTED	A	8/22/2025
1000-001.000	8/22/2025	BANK-DRAFT002161	MID AMERICAN CREDIT UNION	1,069.74CR	POSTED	A	8/22/2025
1000-001.000	8/27/2025	BANK-DRAFT002177	ALLIED BENEFIT-ATF2	29,937.58CR	POSTED	A	8/28/2025
1000-001.000	8/31/2025	BANK-DRAFT002162	IRS- DEPARTMENT OF THE TREASUR	76.58CR	POSTED	A	8/29/2025
1000-001.000	8/31/2025	BANK-DRAFT002163	KANSAS GAS SERVICE	828.00CR	POSTED	A	8/22/2025
1000-001.000	8/31/2025	BANK-DRAFT002164	EVERGY KANSAS CENTRAL, INC.	25,004.57CR	POSTED	A	8/29/2025
1000-001.000	8/31/2025	BANK-DRAFT002165	KANSAS DEPT OF REVENUE	2,277.38CR	POSTED	A	8/25/2025
1000-001.000	8/31/2025	BANK-DRAFT002166	WEX BANK	8,399.45CR	POSTED	A	8/22/2025
1000-001.000	8/31/2025	BANK-DRAFT002167	WASTE CONNECTIONS OF KANSAS, I	48,104.12CR	POSTED	A	8/26/2025
1000-001.000	8/31/2025	BANK-DRAFT002168	ENTERPRISE FLEET MANAGEMENT	29,719.88CR	POSTED	A	8/20/2025
1000-001.000	8/31/2025	BANK-DRAFT002169	IMA	3,357.52CR	POSTED	A	8/29/2025
1000-001.000	8/31/2025	BANK-DRAFT002180	PEOPLES BANK & TRUST COMPANY	16,466.52CR	POSTED	A	8/26/2025
1000-001.000	8/31/2025	BANK-DRAFT002209	FLEXIBLE BENEFIT SERVICE CORPO	3,502.54CR	POSTED	A	8/31/2025

## CHECK:

1000-001.000	8/01/2025	CHECK	063498	WICHITA WINWATER WORKS CO.	1,698.75CR	POSTED	A	8/05/2025
1000-001.000	8/01/2025	CHECK	063499	VALLEY PRINT LOGISTICS	1,174.18CR	POSTED	A	8/05/2025
1000-001.000	8/01/2025	CHECK	063500	WHITE STAR MACHINERY & SUPPLY	712.75CR	POSTED	A	8/08/2025
1000-001.000	8/01/2025	CHECK	063501	AT&T MOBILITY	267.64CR	POSTED	A	8/07/2025
1000-001.000	8/01/2025	CHECK	063502	P E C (PROFESSIONAL ENGINEERIN	4,750.00CR	POSTED	A	8/05/2025
1000-001.000	8/01/2025	CHECK	063503	CITY OF WICHITA	132,007.19CR	POSTED	A	8/05/2025
1000-001.000	8/01/2025	CHECK	063504	UTILITY CONTRACTORS INC VOIDED	2,655.00CR	VOIDED	A	8/01/2025
1000-001.000	8/01/2025	CHECK	063505	KEY EQUIPMENT & SUPPLY COMPANY	2,268.01CR	POSTED	A	8/08/2025
1000-001.000	8/01/2025	CHECK	063506	GALLS, LLC	252.41CR	POSTED	A	8/11/2025
1000-001.000	8/01/2025	CHECK	063507	KANSASLAND TIRE	122.00CR	POSTED	A	8/07/2025
1000-001.000	8/01/2025	CHECK	063508	INTERSTATE BATTERY SYSTEMS OF	388.00CR	POSTED	A	8/06/2025
1000-001.000	8/01/2025	CHECK	063509	GRAINGER	18.90CR	POSTED	A	8/06/2025
1000-001.000	8/01/2025	CHECK	063510	T-MOBILE	115.50CR	POSTED	A	8/08/2025
1000-001.000	8/01/2025	CHECK	063511	KANSAS PAVING	912.60CR	POSTED	A	8/11/2025
1000-001.000	8/01/2025	CHECK	063512	PYE BARKER FIRE & SAFETY LLC	65.00CR	POSTED	A	8/08/2025

COMPANY: 999 - POOLED CASH FUND  
 ACCOUNT: 1000-001.000 POOLED CASH  
 TYPE: Bank Draft, Check  
 STATUS: All  
 FOLIO: All

CHECK DATE: November 18, 2025 City Council Agenda Page 186  
 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:

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1000-001.000	8/01/2025	CHECK	063514	BURNS & MCDONNELL/CAS CONSTRUC	145,811.28CR	POSTED	A	8/11/2025
1000-001.000	8/01/2025	CHECK	063515	NATIONAL SIGN COMPANY, INC.	757.95CR	POSTED	A	8/06/2025
1000-001.000	8/01/2025	CHECK	063516	PRO-WELD LLC	337.50CR	POSTED	A	8/12/2025
1000-001.000	8/01/2025	CHECK	063517	CMI, INC	105.00CR	POSTED	A	8/08/2025
1000-001.000	8/01/2025	CHECK	063518	KYLE FIEDLER	42.77CR	POSTED	A	8/04/2025
1000-001.000	8/01/2025	CHECK	063519	JASON & JENIFER AMARO	1,129.75CR	POSTED	A	8/07/2025
1000-001.000	8/08/2025	CHECK	063520	BARRY ARBUCKLE	800.00CR	POSTED	A	8/13/2025
1000-001.000	8/08/2025	CHECK	063521	LARRY LINN	1,700.00CR	POSTED	A	8/13/2025
1000-001.000	8/08/2025	CHECK	063522	KANSAS OFFICE OF THE TREASURER	3,674.93CR	POSTED	A	8/13/2025
1000-001.000	8/08/2025	CHECK	063523	EMERGENCY FIRE EQUIPMENT	357.00CR	POSTED	A	8/12/2025
1000-001.000	8/08/2025	CHECK	063524	BEALL & MITCHELL, LLC	1,850.00CR	POSTED	A	8/18/2025
1000-001.000	8/08/2025	CHECK	063525	KANSAS ONE-CALL SYSTEM, INC	258.02CR	POSTED	A	8/21/2025
1000-001.000	8/08/2025	CHECK	063526	RURAL WATER DISTRICT #2	17.54CR	POSTED	A	8/12/2025
1000-001.000	8/08/2025	CHECK	063527	SEDGWICK COUNTY	2,148.90CR	POSTED	A	8/12/2025
1000-001.000	8/08/2025	CHECK	063528	CHRISTOPHER MICHAEL LEE DAVIS,	125.00CR	POSTED	A	8/18/2025
1000-001.000	8/08/2025	CHECK	063529	JOY K. WILLIAMS, ATTORNEY AT L	1,350.00CR	POSTED	A	8/25/2025
1000-001.000	8/08/2025	CHECK	063530	SALINA SUPPLY COMPANY	271.45CR	POSTED	A	8/12/2025
1000-001.000	8/08/2025	CHECK	063531	GADES SALES CO, INC.	6,864.37CR	POSTED	A	8/13/2025
1000-001.000	8/08/2025	CHECK	063532	GALLS, LLC	174.28CR	POSTED	A	8/15/2025
1000-001.000	8/08/2025	CHECK	063533	IMAGINE IT, INC.	1,966.65CR	POSTED	A	8/14/2025
1000-001.000	8/08/2025	CHECK	063534	CK POWER	13,545.00CR	POSTED	A	8/14/2025
1000-001.000	8/08/2025	CHECK	063535	CRAFCO, INC	929.10CR	POSTED	A	8/18/2025
1000-001.000	8/08/2025	CHECK	063536	PYE BARKER FIRE & SAFETY LLC	1,054.00CR	POSTED	A	8/18/2025
1000-001.000	8/08/2025	CHECK	063537	CUT RATES LAWN CARE LLC	2,105.00CR	POSTED	A	8/18/2025
1000-001.000	8/08/2025	CHECK	063538	UTILITY MAINTENANCE CONTRACTOR	8,335.00CR	POSTED	A	8/13/2025
1000-001.000	8/08/2025	CHECK	063539	IDEATEK TELECOM, LLC.	1,770.28CR	POSTED	A	8/13/2025
1000-001.000	8/08/2025	CHECK	063540	RED CARPET TROPHY	57.52CR	POSTED	A	8/12/2025
1000-001.000	8/08/2025	CHECK	063541	T & W TIRE, LLC.	867.75CR	POSTED	A	8/13/2025
1000-001.000	8/08/2025	CHECK	063542	KENNETH THIESSEN	1,700.68CR	POSTED	A	8/11/2025
1000-001.000	8/08/2025	CHECK	063543	JAN-PRO REGIONAL FRANCHISE	1,750.00CR	POSTED	A	8/12/2025
1000-001.000	8/08/2025	CHECK	063544	COOPER LAW OFFICES LLC	450.00CR	POSTED	A	8/14/2025
1000-001.000	8/08/2025	CHECK	063545	JONATHAN HOLDAWAY	250.00CR	POSTED	A	8/11/2025
1000-001.000	8/15/2025	CHECK	063546	WICHITA WINWATER WORKS CO.	7,910.95CR	POSTED	A	8/19/2025
1000-001.000	8/15/2025	CHECK	063547	AT&T MOBILITY	907.28CR	POSTED	A	8/22/2025
1000-001.000	8/15/2025	CHECK	063548	ARK VALLEY NEWS	1,548.80CR	POSTED	A	8/18/2025
1000-001.000	8/15/2025	CHECK	063549	IIMC - INT'L INSTITUTE	195.00CR	POSTED	A	8/22/2025
1000-001.000	8/15/2025	CHECK	063550	CTA (COMMUNICATIONS TECHNOLOGY	119.58CR	POSTED	A	8/19/2025
1000-001.000	8/15/2025	CHECK	063551	VALLEY CENTER RECREATION	1,363.50CR	POSTED	A	8/21/2025
1000-001.000	8/15/2025	CHECK	063552	COX COMMUNICATIONS	10,909.73CR	POSTED	A	8/19/2025
1000-001.000	8/15/2025	CHECK	063553	DELL FINANCIAL SERVICES, LLC	6,923.65CR	POSTED	A	8/22/2025
1000-001.000	8/15/2025	CHECK	063554	CORE & MAIN	8,421.30CR	POSTED	A	8/25/2025
1000-001.000	8/15/2025	CHECK	063555	DITCH WITCH UNDERCON	4,158.27CR	POSTED	A	8/19/2025
1000-001.000	8/15/2025	CHECK	063556	HENRY HELGERSON COMPANY	622.30CR	POSTED	A	8/26/2025

COMPANY: 999 - POOLED CASH FUND  
 ACCOUNT: 1000-001.000 POOLED CASH  
 TYPE: Bank Draft, Check  
 STATUS: All  
 FOLIO: All

CHECK DATE: November 18, 2025 City Council Agenda Page 187  
 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	8/15/2025	CHECK	063557	GADES SALES CO, INC.	1,250.00CR	POSTED	A	8/21/2025
1000-001.000	8/15/2025	CHECK	063558	GALLS, LLC	389.22CR	POSTED	A	8/21/2025
1000-001.000	8/15/2025	CHECK	063559	RECREATION SUPPLY COMPANY	229.41CR	POSTED	A	8/22/2025
1000-001.000	8/15/2025	CHECK	063560	FLEXIBLE BENEFIT SERVICE CORPO	204.25CR	CLEARED	A	9/02/2025
1000-001.000	8/15/2025	CHECK	063561	PYE BARKER FIRE & SAFETY LLC	65.00CR	POSTED	A	8/25/2025
1000-001.000	8/15/2025	CHECK	063562	EQUIPMENTSHARE.COM, INC.	5,553.65CR	POSTED	A	8/20/2025
1000-001.000	8/15/2025	CHECK	063563	FLEET FUELS LLC	1,395.20CR	POSTED	A	8/21/2025
1000-001.000	8/15/2025	CHECK	063564	UTILITY MAINTENANCE CONTRACTOR	2,400.00CR	POSTED	A	8/20/2025
1000-001.000	8/15/2025	CHECK	063565	AT&T MOBILITY-CC	290.50CR	POSTED	A	8/22/2025
1000-001.000	8/15/2025	CHECK	063566	SITEONE LANDSCAPE SUPPLY	1,054.05CR	POSTED	A	8/20/2025
1000-001.000	8/15/2025	CHECK	063567	DONE RIGHT LAWN CARE LLC.	75.00CR	POSTED	A	8/22/2025
1000-001.000	8/15/2025	CHECK	063568	JAN-PRO REGIONAL FRANCHISE	3,805.00CR	POSTED	A	8/21/2025
1000-001.000	8/15/2025	CHECK	063569	GENERAL CODE	2,295.00CR	POSTED	A	8/21/2025
1000-001.000	8/15/2025	CHECK	063570	KATHERINE LECHNER	79.99CR	POSTED	A	8/19/2025
1000-001.000	8/15/2025	CHECK	063571	CUT RATES LAWN CARE LLC	5,090.05CR	POSTED	A	8/18/2025
1000-001.000	8/22/2025	CHECK	063572	AFLAC	730.47CR	POSTED	A	8/28/2025
1000-001.000	8/22/2025	CHECK	063573	DELTA DENTAL OF KANSAS, INC.	2,931.22CR	CLEARED	A	9/02/2025
1000-001.000	8/22/2025	CHECK	063574	SURENCY LIFE AND HEALTH	828.66CR	POSTED	A	8/27/2025
1000-001.000	8/22/2025	CHECK	063575	JOHNSON AUTOMOTIVE	23.96CR	POSTED	A	8/27/2025
1000-001.000	8/22/2025	CHECK	063576	VALLEY PRINT LOGISTICS	677.60CR	POSTED	A	8/26/2025
1000-001.000	8/22/2025	CHECK	063577	TRAFFIC CONTROL SERVICES, INC.	15,819.44CR	POSTED	A	8/27/2025
1000-001.000	8/22/2025	CHECK	063578	INTERLINGUAL INTERPRETING SERV	233.60CR	POSTED	A	8/28/2025
1000-001.000	8/22/2025	CHECK	063579	PITNEY BOWES	609.00CR	CLEARED	A	9/03/2025
1000-001.000	8/22/2025	CHECK	063580	VALLEY CENTER CHAMBER OF COMME	5,000.00CR	CLEARED	A	9/11/2025
1000-001.000	8/22/2025	CHECK	063581	CHRISTOPHER MICHAEL LEE DAVIS,	115.00CR	POSTED	A	8/27/2025
1000-001.000	8/22/2025	CHECK	063582	LEXIPOL LLC	6,434.33CR	POSTED	A	8/28/2025
1000-001.000	8/22/2025	CHECK	063583	WICHITA KENWORTH	1,978.91CR	POSTED	A	8/27/2025
1000-001.000	8/22/2025	CHECK	063584	MERIDIAN ANALYTICAL LABS, LLC	750.00CR	POSTED	A	8/29/2025
1000-001.000	8/22/2025	CHECK	063585	GADES SALES CO, INC.	994.02CR	POSTED	A	8/28/2025
1000-001.000	8/22/2025	CHECK	063586	GALLS, LLC	847.13CR	POSTED	A	8/29/2025
1000-001.000	8/22/2025	CHECK	063587	FELD FIRE	2,273.14CR	POSTED	A	8/29/2025
1000-001.000	8/22/2025	CHECK	063588	IMAGINE IT, INC.	9,095.67CR	POSTED	A	8/28/2025
1000-001.000	8/22/2025	CHECK	063589	PYE BARKER FIRE & SAFETY LLC	175.00CR	CLEARED	A	9/02/2025
1000-001.000	8/22/2025	CHECK	063590	CUT RATES LAWN CARE LLC	1,940.00CR	POSTED	A	8/29/2025
1000-001.000	8/22/2025	CHECK	063591	SHORT ELLIOT HENDRICKSON, INC.	167,749.20CR	POSTED	A	8/29/2025
1000-001.000	8/22/2025	CHECK	063592	T & W TIRE, LLC.	3,378.72CR	POSTED	A	8/27/2025
1000-001.000	8/22/2025	CHECK	063593	ADVANCED MICROBIAL SOLUTIONS,	6,000.00CR	POSTED	A	8/28/2025
1000-001.000	8/22/2025	CHECK	063594	VALLEY CENTER CHRISTIAN CHURCH	14,543.52CR	CLEARED	A	9/03/2025
1000-001.000	8/29/2025	CHECK	063595	KENNEDY, ERIN	1,233.00CR	CLEARED	A	9/05/2025
1000-001.000	8/29/2025	CHECK	063596	BROWN, DENISE	944.65CR	OUTSTND	A	0/00/0000
1000-001.000	8/29/2025	CHECK	063597	WICHITA WINWATER WORKS CO.	4,045.14CR	CLEARED	A	9/05/2025
1000-001.000	8/29/2025	CHECK	063598	CITY OF WICHITA	3,940.00CR	CLEARED	A	9/05/2025
1000-001.000	8/29/2025	CHECK	063599	VALLEY PRINT LOGISTICS	1,610.28CR	CLEARED	A	9/05/2025
1000-001.000	8/29/2025	CHECK	063600	AT&T MOBILITY	267.64CR	CLEARED	A	9/09/2025

COMPANY: 999 - POOLED CASH FUND  
 ACCOUNT: 1000-001.000 POOLED CASH  
 TYPE: Bank Draft, Check  
 STATUS: All  
 FOLIO: All

CHECK DATE: November 18, 2025 City Council Agenda Page 188  
 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	8/29/2025	CHECK	063601	P E C (PROFESSIONAL ENGINEERIN	60,935.78CR	CLEARED	A	9/05/2025
1000-001.000	8/29/2025	CHECK	063602	CITY OF WICHITA	120,316.42CR	CLEARED	A	9/05/2025
1000-001.000	8/29/2025	CHECK	063603	VALLEY CENTER HIGH SCHOOL	150.00CR	CLEARED	A	9/17/2025
1000-001.000	8/29/2025	CHECK	063604	PEARSON CONSTRUCTION LLC	168,975.44CR	CLEARED	A	9/05/2025
1000-001.000	8/29/2025	CHECK	063605	DELL FINANCIAL SERVICES, LLC	18.70CR	CLEARED	A	9/09/2025
1000-001.000	8/29/2025	CHECK	063606	CHENEY DOOR COMPANY	2,971.75CR	CLEARED	A	9/05/2025
1000-001.000	8/29/2025	CHECK	063607	GALLS, LLC	554.99CR	CLEARED	A	9/11/2025
1000-001.000	8/29/2025	CHECK	063608	KANSASLAND TIRE	48.00CR	CLEARED	A	9/10/2025
1000-001.000	8/29/2025	CHECK	063609	FELD FIRE	1,127.50CR	CLEARED	A	9/10/2025
1000-001.000	8/29/2025	CHECK	063610	CK POWER	1,219.49CR	CLEARED	A	9/05/2025
1000-001.000	8/29/2025	CHECK	063611	KAESER COMPRESSORS, INC.	1,877.40CR	CLEARED	A	9/11/2025
1000-001.000	8/29/2025	CHECK	063612	CUT RATES LAWN CARE LLC	10,320.00CR	CLEARED	A	9/05/2025
1000-001.000	8/29/2025	CHECK	063613	UTILITY MAINTENANCE CONTRACTOR	2,655.00CR	CLEARED	A	9/10/2025
1000-001.000	8/29/2025	CHECK	063614	BERAN CONCRETE INC	2,270.00CR	CLEARED	A	9/05/2025
1000-001.000	8/29/2025	CHECK	063615	DONE RIGHT LAWN CARE LLC.	250.00CR	CLEARED	A	9/09/2025
1000-001.000	8/29/2025	CHECK	063616	PARETO HEALTH	94.00CR	CLEARED	A	9/12/2025
1000-001.000	8/29/2025	CHECK	063617	RED CARPET TROPHY	40.00CR	CLEARED	A	9/09/2025
1000-001.000	8/29/2025	CHECK	063618	ACCESS SYSTEMS LEASING	791.39CR	CLEARED	A	9/09/2025

TOTALS FOR ACCOUNT 1000-001

CHECK	TOTAL:	1,049,741.49CR
DEPOSIT	TOTAL:	0.00
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	0.00
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	0.00
BANK-DRAFT	TOTAL:	366,255.81CR

TOTALS FOR POOLED CASH FUND

CHECK	TOTAL:	1,049,741.49CR
DEPOSIT	TOTAL:	0.00
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	0.00
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	0.00
BANK-DRAFT	TOTAL:	366,255.81CR

**CONSENT AGENDA**

**E. REVENUE AND EXPENSE REPORT –AUGUST 2025:**

CITY OF VALLEY CENTER  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: AUGUST 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	0.00	0.00	1,758,243.16	0.00	188,341.84	90.32
INTERGOVERNMENTAL	820,000.00	72,036.64	0.00	588,407.64	0.00	231,592.36	71.76
LICENSES & PERMITS	828,196.00	60,936.34	0.00	734,945.57	0.00	93,250.43	88.74
CHARGES FOR SERVICES	6,090.00	200.00	0.00	2,030.00	0.00	4,060.00	33.33
FINES & FORFEITURES	166,860.00	7,735.08	0.00	78,805.33	0.00	88,054.67	47.23
USE OF MONEY & PROPERTY	70,000.00	10,315.48	0.00	80,810.96	0.00	( 10,810.96)	115.44
OTHER REVENUES	68,000.00	3,638.02	0.00	184,382.39	0.00	( 116,382.39)	271.15
MISCELLANEOUS	166,000.00	290.07	0.00	4,550.21	0.00	161,449.79	2.74
TOTAL REVENUES	4,071,731.00	155,151.63	0.00	3,432,175.26	0.00	639,555.74	84.29

EXPENDITURE SUMMARYADMINISTRATION

PERSONNEL SERV. & BENEF.	485,453.00	45,638.29	0.00	362,415.24	0.00	123,037.76	74.66
CONTRACTUAL SERVICES	234,221.00	16,814.57	0.00	( 133,990.13)	6.00	368,205.13	57.20
COMMODITIES	11,515.00	102.64	0.00	5,090.69	0.00	6,424.31	44.21
CAPITAL OUTLAY	9,000.00	142.41	0.00	11,230.13	0.00	( 2,230.13)	124.78
OTHER COSTS/MISC.	209,963.00	71.92	0.00	319,878.63	0.00	( 109,915.63)	152.35
 TOTAL ADMINISTRATION	950,152.00	62,769.83	0.00	564,624.56	6.00	385,521.44	59.43

LEGAL & MUNICIPAL COURT

PERSONNEL SERV. & BENEF.	55,264.58	2,545.79	0.00	34,754.76	0.00	20,509.82	62.89
CONTRACTUAL SERVICES	102,930.00	10,377.62	0.00	85,406.65	5.43	17,517.92	82.98
COMMODITIES	700.00	0.00	0.00	525.93	0.00	174.07	75.13
CAPITAL OUTLAY	0.00	69.86	0.00	1,260.48	0.00	( 1,260.48)	0.00
OTHER COSTS/MISC.	26,000.00	0.00	0.00	0.00	0.00	26,000.00	0.00
OFFSET	0.00	0.00	0.00	( 70.00)	0.00	70.00	0.00
 TOTAL LEGAL & MUNICIPAL COURT	184,894.58	12,993.27	0.00	121,877.82	5.43	63,011.33	65.92

COMMUNITY DEVELOPMENT

PERSONNEL SERV. & BENEF.	191,812.00	17,861.20	0.00	155,072.16	0.00	36,739.84	80.85
CONTRACTUAL SERVICES	57,569.00	3,710.28	0.00	65,966.64	129.95	( 8,527.59)	114.81
COMMODITIES	3,950.00	256.48	0.00	4,124.63	0.00	( 174.63)	104.42
CAPITAL OUTLAY	1,950.00	70.43	0.00	864.82	0.00	1,085.18	44.35
OTHER COSTS/MISC.	20,000.00	5,150.00	0.00	14,708.52	0.00	5,291.48	73.54
 TOTAL COMMUNITY DEVELOPMENT	275,281.00	27,048.39	0.00	240,736.77	129.95	34,414.28	87.50

## REVENUE &amp; EXPENSE REPORT (UNAUDITED)

AS OF: AUGUST 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><b>POLICE</b></u>							
PERSONNEL SERV. & BENEF.	1,260,203.00	121,389.48	0.00	940,937.96	0.00	319,265.04	74.67
CONTRACTUAL SERVICES	191,300.00	17,383.07	0.00	159,626.78	53.95	31,619.27	83.47
COMMODITIES	67,000.00	4,392.38	0.00	29,905.62	0.00	37,094.38	44.64
CAPITAL OUTLAY	<u>25,700.00</u>	<u>4,536.27</u>	<u>0.00</u>	<u>14,635.92</u>	<u>0.00</u>	<u>11,064.08</u>	<u>56.95</u>
TOTAL POLICE	1,544,203.00	147,701.20	0.00	1,145,106.28	53.95	399,042.77	74.16
<u><b>FIRE</b></u>							
PERSONNEL SERV. & BENEF.	435,280.00	42,579.09	0.00	335,688.11	0.00	99,591.89	77.12
CONTRACTUAL SERVICES	104,470.00	8,110.52	0.00	78,343.28	15.80	26,110.92	75.01
COMMODITIES	12,700.00	1,243.81	0.00	9,668.93	0.00	3,031.07	76.13
CAPITAL OUTLAY	8,000.00	2,532.84	0.00	5,257.73	0.00	2,742.27	65.72
OTHER COSTS/MISC.	<u>3,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,500.00</u>	<u>0.00</u>
TOTAL FIRE	563,950.00	54,466.26	0.00	428,958.05	15.80	134,976.15	76.07
<u><b>PARKS &amp; PUBLIC BLDGS</b></u>							
PERSONNEL SERV. & BENEF.	375,000.00	28,166.49	0.00	213,876.86	0.00	161,123.14	57.03
CONTRACTUAL SERVICES	253,250.00	19,208.45	0.00	178,303.58	19.99	74,926.43	70.41
COMMODITIES	31,500.00	4,285.53	0.00	35,630.03	1,063.88	( 5,193.91 )	116.49
CAPITAL OUTLAY	5,500.00	165.60	0.00	5,162.22	0.00	337.78	93.86
OTHER COSTS/MISC.	<u>7,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>7,703.59</u>	<u>0.00</u>	<u>( 703.59 )</u>	<u>110.05</u>
TOTAL PARKS & PUBLIC BLDGS	672,250.00	51,826.07	0.00	440,676.28	1,083.87	230,489.85	65.71
<u><b>ENVIRONMENTAL SERVICES</b></u>							
TOTAL							
<u><b>PUBLIC WKS STORAGE BLDG</b></u>							
TOTAL							
TOTAL EXPENDITURES	4,190,730.58	356,805.02	0.00	2,941,979.76	1,295.00	1,247,455.82	70.23
** REVENUE OVER(UNDER) EXPENDITURES *( 118,999.58 ) ( 201,653.39 )			0.00	490,195.50	( 1,295.00 )	( 607,900.08 )	410.84-
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES) ( 118,999.58 ) ( 201,653.39 )			0.00	490,195.50	( 1,295.00 )	( 607,900.08 )	410.84-

## 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	0.00	0.00	990,154.42	0.00	102,137.58	90.65
INTERGOVERNMENTAL	95,000.00	14,640.50	0.00	123,125.38	0.00	( 28,125.38)	129.61
USE OF MONEY & PROPERTY	0.00	910.95	0.00	10,225.77	0.00	( 10,225.77)	0.00
OTHER REVENUES	48,000.00	0.00	0.00	3,666.52	0.00	44,333.48	7.64
<b>TOTAL REVENUES</b>	<b>1,235,292.00</b>	<b>15,551.45</b>	<b>0.00</b>	<b>1,127,172.09</b>	<b>0.00</b>	<b>108,119.91</b>	<b>91.25</b>

TOTAL REVENUES 1,235,292.00 15,551.45 0.00 1,127,172.09 0.00 108,119.91 91.25

EXPENDITURE SUMMARY

NON-DEPARTMENTAL

PERSONNEL SERV. & BENEF.	1,385,700.00	14,558.81	0.00	894,787.00	0.00	490,913.00	64.57
CONTRACTUAL SERVICES	0.00	5,019.27	0.00	14,792.37	0.00	( 14,792.37)	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	2,079.00	0.00	( 2,079.00)	0.00
<b>TOTAL NON-DEPARTMENTAL</b>	<b>1,385,700.00</b>	<b>19,578.08</b>	<b>0.00</b>	<b>911,658.37</b>	<b>0.00</b>	<b>474,041.63</b>	<b>65.79</b>

## ADMINISTRATION

TOTAL

TOTAL EXPENDITURES 1,385,700.00 19,578.08 0.00 911,658.37 0.00 474,041.63 65.79

\*\* REVENUE OVER (UNDER) EXPENDITURES \* ( 150,408.00 ) ( 4,026.63 ) 0.00 215,513.72 0.00 ( 365,921.72 ) 143.29 -

REVENUE & OTHER SOURCES OVER/

CITY OF VALLEY CENTER  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: AUGUST 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	0.00	0.00	331,059.05	0.00	33,027.95	90.93
TOTAL REVENUES	364,087.00	0.00	0.00	331,059.05	0.00	33,027.95	90.93
<u>EXPENDITURE SUMMARY</u>							
NON-DEPARTMENTAL							
OTHER COSTS/MISC.	365,000.00	0.00	0.00	314,823.52	0.00	50,176.48	86.25
TOTAL NON-DEPARTMENTAL	365,000.00	0.00	0.00	314,823.52	0.00	50,176.48	86.25
ADMINISTRATION							
TOTAL							
TOTAL EXPENDITURES	365,000.00	0.00	0.00	314,823.52	0.00	50,176.48	86.25
** REVENUE OVER(UNDER) EXPENDITURES * ( 913.00 ) 0.00 0.00 16,235.53 0.00 ( 17,148.53 ) 1,778.26-							
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES) ( 913.00 ) 0.00 0.00 16,235.53 0.00 ( 17,148.53 ) 1,778.26-							

## REVENUE &amp; EXPENSE REPORT (UNAUDITED)

AS OF: AUGUST 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
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REVENUE SUMMARY

INTERGOVERNMENTAL	1,085,660.00	72,036.63	0.00	776,947.73	0.00	308,712.27	71.56
LICENSES & PERMITS	0.00	50.00	0.00	600.00	0.00	(600.00)	0.00
USE OF MONEY & PROPERTY	0.00	2,205.47	0.00	18,159.00	0.00	(18,159.00)	0.00
OTHER REVENUES	0.00	0.00	0.00	143.00	0.00	(143.00)	0.00
 TOTAL REVENUES	 1,085,660.00	 74,292.10	 0.00	 795,849.73	 0.00	 289,810.27	 73.31

EXPENDITURE SUMMARYNON-DEPARTMENTAL

PERSONNEL SERV. & BENEF.	509,067.00	37,166.08	0.00	291,302.60	0.00	217,764.40	57.22
CONTRACTUAL SERVICES	76,610.00	12,809.46	0.00	115,064.79	19.98	(38,474.77)	150.22
COMMODITIES	72,800.00	19,207.76	0.00	73,552.76	1,355.96	(2,108.72)	102.90
CAPITAL OUTLAY	521,000.00	34.93	0.00	419,081.07	0.00	101,918.93	80.44
OTHER COSTS/MISC.	<u>36,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>36,000.00</u>	<u>0.00</u>
 TOTAL NON-DEPARTMENTAL	 1,215,477.00	 69,218.23	 0.00	 899,001.22	 1,375.94	 315,099.84	 74.08

 TOTAL EXPENDITURES	 1,215,477.00	 69,218.23	 0.00	 899,001.22	 1,375.94	 315,099.84	 74.08
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** REVENUE OVER(UNDER) EXPENDITURES * ( 129,817.00) 5,073.87 0.00 ( 103,151.49) ( 1,375.94) ( 25,289.57) 80.52
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## REVENUE &amp; OTHER SOURCES OVER/

(UNDER) EXPENDITURES & OTHER (USES) ( 129,817.00) 5,073.87 0.00 ( 103,151.49) ( 1,375.94) ( 25,289.57) 80.52
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CITY OF VALLEY CENTER  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: AUGUST 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	0.00	0.00	73,545.38	0.00	8,395.62	89.75
FINES & FORFEITURES	5,000.00	555.00	0.00	5,024.30	0.00	(24.30)	100.49
USE OF MONEY & PROPERTY	0.00	175.01	0.00	1,574.98	0.00	(1,574.98)	0.00
OTHER REVENUES	24,000.00	0.00	0.00	0.00	0.00	24,000.00	0.00
 TOTAL REVENUES	 110,941.00	 730.01	 0.00	 80,144.66	 0.00	 30,796.34	 72.24
<u>EXPENDITURE SUMMARY</u>							
NON-DEPARTMENTAL							
CAPITAL OUTLAY	80,000.00	15,819.44	0.00	104,873.24	268.03	(25,141.27)	131.43
OTHER COSTS/MISC.	48,000.00	0.00	0.00	0.00	0.00	48,000.00	0.00
TOTAL NON-DEPARTMENTAL	128,000.00	15,819.44	0.00	104,873.24	268.03	22,858.73	82.14
 ADMINISTRATION	 -----	 -----	 -----	 -----	 -----	 -----	 -----
TOTAL							
 TOTAL EXPENDITURES	 128,000.00	 15,819.44	 0.00	 104,873.24	 268.03	 22,858.73	 82.14
** REVENUE OVER(UNDER) EXPENDITURES * ( 17,059.00) ( 15,089.43) 0.00 ( 24,728.58) ( 268.03) 7,937.61 146.53							
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES) ( 17,059.00) ( 15,089.43) 0.00 ( 24,728.58) ( 268.03) 7,937.61 146.53							

CITY OF VALLEY CENTER  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: AUGUST 31ST, 2025

410-BOND &amp; 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	0.00	0.00	1,041,247.11	0.00	107,764.89	90.62
USE OF MONEY & PROPERTY	5,000.00	5,063.06	0.00	34,132.64	0.00	( 29,132.64)	682.65
OTHER REVENUES	598,906.00	0.00	0.00	514,603.75	0.00	84,302.25	85.92
MISC TRANSFERS	732,550.00	0.00	0.00	0.00	0.00	732,550.00	0.00
 TOTAL REVENUES	 2,485,468.00	 5,063.06	 0.00	 1,589,983.50	 0.00	 895,484.50	 63.97
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
CONTRACTUAL SERVICES	0.00	0.00	0.00	2,000.00	0.00	( 2,000.00)	0.00
DEBT SERVICE	<u>2,287,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>486,597.02</u>	<u>0.00</u>	<u>1,800,402.98</u>	<u>21.28</u>
TOTAL NON-DEPARTMENTAL	2,287,000.00	0.00	0.00	488,597.02	0.00	1,798,402.98	21.36
 ADMINISTRATION	 -----	 -----	 -----	 -----	 -----	 -----	 -----
TOTAL							
 TOTAL EXPENDITURES	 2,287,000.00	 0.00	 0.00	 488,597.02	 0.00	 1,798,402.98	 21.36
** REVENUE OVER(UNDER) EXPENDITURES **	<u>198,468.00</u>	<u>5,063.06</u>	<u>0.00</u>	<u>1,101,386.48</u>	<u>0.00</u>	<u>( 902,918.48)</u>	<u>554.94</u>

REVENUE & OTHER SOURCES OVER/  
(UNDER) EXPENDITURES & OTHER (USES) 198,468.00 5,063.06 0.00 1,101,386.48 0.00 ( 902,918.48) 554.94

CITY OF VALLEY CENTER  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: AUGUST 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
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REVENUE SUMMARY

CHARGES FOR SERVICES	2,325,179.00	256,543.36	0.00	1,782,439.91	0.00	542,739.09	76.66
USE OF MONEY & PROPERTY	0.00	15,616.14	0.00	112,149.75	0.00	( 112,149.75)	0.00
OTHER REVENUES	0.00	0.00	0.00	1,249.71	0.00	( 1,249.71)	0.00
MISCELLANEOUS	38,000.00	2,585.68	0.00	20,464.58	0.00	17,535.42	53.85

TOTAL REVENUES	2,363,179.00	274,745.18	0.00	1,916,303.95	0.00	446,875.05	81.09
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EXPENDITURE SUMMARY

NON-DEPARTMENTAL

PERSONNEL SERV. & BENEF.	462,709.00	23,149.60	0.00	193,289.60	0.00	269,419.40	41.77
CONTRACTUAL SERVICES	1,130,168.00	266,450.08	0.00	852,676.31	0.00	277,491.69	75.45
COMMODITIES	40,150.00	3,621.65	0.00	54,088.64	0.00	( 13,938.64)	134.72
CAPITAL OUTLAY	144,000.00	28,646.32	0.00	107,998.69	0.00	36,001.31	75.00
OTHER COSTS/MISC.	588,000.00	0.00	0.00	35,000.00	0.00	553,000.00	5.95
TOTAL NON-DEPARTMENTAL	2,365,027.00	321,867.65	0.00	1,243,053.24	0.00	1,121,973.76	52.56

TOTAL EXPENDITURES	2,365,027.00	321,867.65	0.00	1,243,053.24	0.00	1,121,973.76	52.56
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\*\* REVENUE OVER(UNDER) EXPENDITURES \* ( 1,848.00) ( 47,122.47) 0.00 673,250.71 0.00 ( 675,098.71) 6,431.32-

REVENUE & OTHER SOURCES OVER/

(UNDER) EXPENDITURES & OTHER (USES) ( 1,848.00) ( 47,122.47) 0.00 673,250.71 0.00 ( 675,098.71) 6,431.32-

## 612-STORMWATER UTILITY FUND

## FINANCIAL SUMMARY

CURRENT	CURRENT	PRIOR YEAR	Y-T-D	Y-T-D	BUDGET	% OF
BUDGET	PERIOD	PO ADJUST.	ACTUAL	ENCUMBRANCE	BALANCE	BUDGET

### REVENUE SUMMARY

USE OF MONEY & PROPERTY	0.00	2,123.98	0.00	14,505.30	0.00	( 14,505.30)	0.00
OTHER REVENUES	325,000.00	28,596.00	0.00	226,640.00	0.00	98,360.00	69.74
<hr/>							
TOTAL REVENUES	325,000.00	30,719.98	0.00	241,145.30	0.00	83,854.70	74.20

### EXPENDITURE SUMMARY

NON-DEPARTMENTAL

CONTRACTUAL SERVICES	27,900.00	1,526.25	0.00	15,333.08	0.00	12,566.92	54.96
COMMODITIES	5,000.00	0.00	0.00	1,691.89	0.00	3,308.11	33.84
CAPITAL OUTLAY	124,800.00	7,525.00	0.00	85,054.04	0.00	39,745.96	68.15
OTHER COSTS/MISC.	<u>195,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>195,000.00</u>	<u>0.00</u>
<b>TOTAL NON-DEPARTMENTAL</b>	<b>352,700.00</b>	<b>9,051.25</b>	<b>0.00</b>	<b>102,079.01</b>	<b>0.00</b>	<b>250,620.99</b>	<b>28.94</b>

## ADMINISTRATION

**TOTAL**

TOTAL EXPENDITURES 352,700.00 9,051.25 0.00 102,079.01 0.00 250,620.99 28.94

\*\* REVENUE OVER(UNDER) EXPENDITURES \*( - 27,700.00) 21,668.73 0.00 139,066.29 0.00 (- 166,766.29) 502.04

CITY OF VALLEY CENTER  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: AUGUST 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
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REVENUE SUMMARY

LICENSES & PERMITS	5,000.00	0.00	0.00	834.00	0.00	4,166.00	16.68
CHARGES FOR SERVICES	593,026.00	51,539.83	0.00	406,057.70	0.00	186,968.30	68.47
USE OF MONEY & PROPERTY	1,600.00	710.60	0.00	5,171.98	0.00	(3,571.98)	323.25
MISCELLANEOUS	12,000.00	1,269.96	0.00	9,921.96	0.00	2,078.04	82.68
 TOTAL REVENUES	 611,626.00	 53,520.39	 0.00	 421,985.64	 0.00	 189,640.36	 68.99

EXPENDITURE SUMMARY

## NON-DEPARTMENTAL

CONTRACTUAL SERVICES	597,536.00	48,364.00	0.00	392,601.00	0.00	204,935.00	65.70
CAPITAL OUTLAY	<u>3,060.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,060.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	600,596.00	48,364.00	0.00	392,601.00	0.00	207,995.00	65.37

ADMINISTRATION

TOTAL

TOTAL EXPENDITURES	600,596.00	48,364.00	0.00	392,601.00	0.00	207,995.00	65.37
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** REVENUE OVER(UNDER) EXPENDITURES **	<u>11,030.00</u>	<u>5,156.39</u>	<u>0.00</u>	<u>29,384.64</u>	<u>0.00</u>	<u>(18,354.64)</u>	<u>266.41</u>
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## REVENUE &amp; OTHER SOURCES OVER/

(UNDER) EXPENDITURES & OTHER (USES)	11,030.00	5,156.39	0.00	29,384.64	0.00	(18,354.64)	266.41
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**CONSENT AGENDA**

**F. STREET CLOSURE REQUEST-MAIN STREET VALLEY CENTER  
HOMETOWN CHRISTMAS:**



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## Hometown Christmas

### **Request to close and barricade 100 block of West Main from 6 to 9 p.m. Friday, Dec. 5, 2025**

Main Street Valley Center requests the Valley Center City Council's approval to close and barricade the 100 block of West Main Street from 6 to 9 p.m. Dec. 5, 2025, for the annual Hometown Christmas tree-lighting ceremony.

The event will start at 7 p.m. and the barricades will be removed by 9 p.m.

The event draws hundreds of people each year and closing the road is a safe option to facilitate the crowd.

The intersections of Main and Park and Main and Ash will remain open to northbound and southbound traffic.

We ask that the city notify appropriate law enforcement, EMS and fire personnel.

Main Street Valley Center will have insurance for the event.

Thank you.

Chris Strunk, president, Main Street Valley Center  
519-3952

**CONSENT AGENDA**

**G. ECONOMIC DEVELOPMENT BOARD MINUTES-NOVEMBER 5, 2025:**

## **VALLEY CENTER ECONOMIC DEVELOPMENT BOARD MEETING MINUTES**

Wednesday, November 5, 2025                    1:00 P.M.  
(Meeting held online)

### **MEETING WAS CALLED TO ORDER AT 1:01 P.M. THOSE IN ATTENDANCE:**

Ben Anderson, Chairperson  
Ivan Gomez  
Casey Carlson  
Ron Colbert  
Brendan McGettigan  
Sabrina Young, Community Development Assistant  
Kyle Fiedler, Community Development Director

### **APPROVAL OF DRAFT MINUTES**

Motion was made by Ivan and seconded by Casey to approve the meeting minutes for October 8, 2025. Motion was unanimous.

### **NEW BUSINESS:**

- A. Housing Incentive Programs and Special Assessment Rebate Program renewal**  
Kyle reviewed the three programs the City currently offers. Recommendation made is to renew the Commercial Housing Incentive Program and the Housing Incentive Program for 2 years and extend the building time from 12 months to 18 months. If the Special Assessment Rebate Program is up for renewal the recommendation is to match the terms of the other 2 programs. Motion was made by Ivan and seconded by Casey to approve the recommendations. Motion passed unanimously.

- B. General Discussion**

Prairie Lakes is entering Phase 5 of development. The City Council approved the Construction Services Agreement with SEH the night before. Harvest Place is getting ready to petition for Phase 2 of development. Council approved the Vale Point plat. That will be another 181 single family homes.

23 candidates for the City Administrator position, narrowed down to 6. Residency requirement was left open to negotiation.

Plans in the works for next year to market the incentive programs. Budget has been set up so that there is a specific pool of money to use.

December 3, 2025 meeting will be virtual.

### **ADJOURNMENT**

Motion was made by Casey and seconded by Ivan to adjourn the meeting. Motion was unanimous. Meeting adjourned at 1:34 P.M.

Respectfully submitted,

---

Kyle Fiedler, Secretary

## **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. Public Librarian Sharp**
- H. Finance Director Miller**
- I. City Clerk/HR Director Carrithers**

## **GOVERNING BODY REPORTS**

- A. Mayor Truman**
- B. Councilmember Colbert**
- C. Councilmember Wilson**
- D. Councilmember Reid**
- E. Councilmember Anderson**
- F. Councilmember Gregory**
- G. Councilmember Kerstetter**
- H. Councilmember Evans**
- I. Councilmember Stamm**

**ADJOURN**