



CITY COUNCIL AGENDA

September 2, 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 – August 19, 2025
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 - O. Approval of Fire Agreement with Sedgwick County p 142
 - P. Ordinance 1431-25 Vacate portion of A St. (now Park Street) p 150
 - Q. Ordinance 1432-25 Annex permanent ROW along Ford/Seneca St. p 155

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- A. Appropriation Ordinance – April 15, 2025 p 161
- B. Planning and Zoning Board Minutes – August 26, 2025 p 168

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15. ADJOURN

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

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

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

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

CALL TO ORDER

ROLL CALL

INVOCATION – MINISTERIAL ALLIANCE

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

RECOMMENDED ACTION:

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

ADMINISTRATION AGENDA

A. MINUTES:

Attached are the Minutes from August 19, 2025, regular City Council Meeting as prepared by the City Clerk.

REGULAR COUNCIL MEETING

August 19, 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, Robert Wilson, Amy Reid, Ben Anderson, Gina Gregory, Dale Kerstetter, Chris Evans and Matt Stamm.

Members Absent: None

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

Press present: The Ark Valley News

APPROVAL OF AGENDA

Stamm moved to approve the agenda as presented, seconded by Evans. Vote yea: unanimous. Motion carried.

ADMINISTRATION AGENDA –

Evans moved to approve the minutes of August 5, 2025, regular City Council meeting as presented, seconded by Kerstetter. Vote yea: unanimous. Motion carried.

PRESENTATIONS/PROCLAMATIONS – None

PUBLIC FORUM – None

APPOINTMENTS – None

OLD BUSINESS –

A. ORDINANCE 1429-25; RE-ZONE LOT BETWEEN 409 MEEDS DR AND 431 W. 3RD

Community Development Director Fiedler presented Ordinance 1429-25 which would re-zone lot between 409 Meeds Dr. and 431 W. 3rd. St. for 2nd reading. He reminded Council the applicant is requesting a rezoning from R-1B (single-family) to R-2 two-family) to build a new two-family structure.

Gregory moved to approve for 2nd. reading Ordinance 1429-25 to rezone a lot located between 409 N Meeds Dr and 431 W 3rd Street from R-1B to R-2. Anderson seconded the motion. Vote aye: Colbert, Reid, Anderson, Gregory and Stamm. Opposed: Kerstetter, Evans and Wilson. Motion carried.

Wilson moved to approve budget option #4 for the 2026 budget year. seconded by Stamm. Vote aye: unanimous. Motion carried.

NEW BUSINESS-

A. PUBLIC COMMENT OF SPECIAL ASSESSMENTS

Mayor Truman requested motion to open session for public comments for special assessments.

Kerstetter moved to open the meeting for public comments for the special assessments at 7:06pm. Motion seconded by Evans Vote yea: unanimous. Motion Carried.

Clayton Kelley, Piper & Sandler explained the final process to levy special assessments of property to pay for costs of internal improvements. These improvements to Sunflower Valley Addition, Phase 1, Prairie Lakes Addition, Phase 3 and Phase 4, were previously authorized by Resolution Nos. 788-25, 789-25, 790-25, 791-25, 734-23, 732-23, 733-23, 734-23, 744-23, 745-23, 746-23 and 747-23. He explained that residents have the option to pre-pay the costs of the special assessments by September 23rd. otherwise they will be added to the property tax bill over the next 20 years. Kerstetter asked why there was such a difference in the assessments. Kelley explained that it was based on which projects or improvements were completed on their property. Abby Norton, 120 S. Gatewood, questioned why she received several assessment letters. Kelly showed her that each was for a different improvement, including, water, sanitary sewer, paving and drainage. Estimate of interest rate on the special assessment is estimated to be 4.25-4.50%. Stamm inquired whether the city requires signage in the new developments regarding the specials. Mayor Truman closed the public comment time at 7:15pm.

B. ORDINANCE 1430-25; LEVY OF SPECIAL ASSESSMENTS

Wilson moved to waive 1st reading of Ordinance 1430-25 and approve Ordinance 1430-25 to levy special assessments to pay the costs of internal improvements. Colbert seconded the motion. Vote aye: Unanimous. Motion carried.

C. APPROVAL OF SENECA BID FROM FORD TO 5TH ST.

City Engineer Scheer presented summary of the three bids received for the Seneca Street Reconstruction Project. Two of the bids were lower than the engineer's estimate for the project. Based on bids it is recommended to award the contract to Wildcat Construction Co. Inc. in the amount of \$4,819,386.73. Kerstetter confirmed that the timeline for the project will be completed prior to school opening next fall. Evans asked about the funding. Clark stated that the City will receive \$1 million from KDOT is a cost share. This also will include TIF district revenue. Clark did state that this is for roadway only, the sidewalk is a separate project.

Kerstetter moved to accept and award bid from Wildcat Construction for Seneca Street from Ford to 5th Street in the amount of \$4,819,386.73. Stamm seconded the motion. Vote aye: unanimous. Motion carried.

D. APPROVAL OF AGREEMENT PEC

City Engineer Scheer presented an agreement with PEC with the City of Valley Center for Construction Administration will be presented. The Project shall consist of the construction administration, inspection services, and material testing associated with the Seneca Street Reconstruction project, from Ford Street to 5th Street. The estimated fee which includes reimbursables for Construction Inspection and Materials testing is \$63,250.00. The fee for its construction administration services will be \$94,500.00. Kerstetter verified that this is for Seneca Street only, not the sidewalk.

Anderson moved to approve agreement with PEC for construction administration and material testing in an amount of \$63,250.00. The fee for construction administration services will be \$94,500.00 and authorize Mayor or City Administrator to sign. Evans seconded the motion. Vote aye: unanimous. Motion carried.

E. APPROVAL OF SNOW AND ICE CONTROL POLICY

Public Works Director Eggleston requested approval of snow and ice control policy. He explained that city crews will begin working the primary streets first, followed by the secondary streets. Residential streets will be treated after the primary and secondary streets. A map showing the street designation was shared. Eggleston explained they will further divide the City into quadrants or areas so crews can focus on area, instead of running back and forth across town. Truman asked if the bump outs along Meridian would be

marked in some way to avoid damage. Anderson wondered whether city vehicles have GPS to help during storms. Eggleston said that the trucks do not, but GPS wouldn't be beneficial during heavy storms at night. Council also discussed the call out procedures and staffing, declaration of "snow emergency" and snow removal at the Rec Center. The rec center is responsible for the sidewalks, but city staff will clear the parking lot.

Stamm moved to approve and adopt Snow and Ice Control Policy and authorize Mayor, City Administrator and Public Works Director to sign. Reid seconded the motion. Vote aye: unanimous. Motion carried

E. CITY HALL ELECTRONIC SIGN

City Administrator Clark presented information and bids for an electronic sign at City Hall. He explained that the sign has been off for over 5 years, but funds were not available to purchase a new sign. Clark explained that the City received an unexpected \$11,541.20 from an easement for an oil line and solid waste funds have available funds to pay the remaining balance. He requested approval of bid from Wichita Sign Co. for a 9.5mm refurbished sign in the amount of \$25,837.25. Council inquired about warranty and coverage. This sign has a 5-year warranty, but large hail would possibly damage it.

Evans moved to approve purchase of Next LED STAX (refurbished) sign in the amount of \$25,837.25 from Wichita Sign Co. Anderson seconded the motion. Further questions from Council revealed a 4-6-week installation time, sharing of photos of sign option as well as the monthly content fee.(which is free the first year and then can be dropped) Vote aye: unanimous. Motion carried.

G. APPROVAL OF PROPOSAL FOR TREE BURN

Public Works Director Eggleston presented a proposal from Fremar to burn the trees collected from the recent storm. He explained they use a process that uses a hole under the pile that greatly reduces the smoke and ash generated with burns. They will also relocate trees from the sewer plant to the brush pile to burn. The project is estimated to be completed in 2 days. Anderson stated that this was a good investment as staff leading the burn would take much longer and staff would have to monitor the burn at all times.

Anderson moved to approve proposal and authorize Fremar to relocate and burn trees. Cost of the project will be \$21,000.00. Also authorize Mayor or City Administrator to sign. Evans seconded the motion. Vote aye: unanimous. Motion carried.

CONSENT AGENDA

- A. APPROPRIATION ORDINANCE – AUGUST 19, 2025
- B. REVENUE AND EXPENSE REPORT – MAY 2025
- C. TREASURER REPORT – MAY 2025
- D. CHECK RECONILITION – MAY 2025
- E. CHANGE ORDER #2 FOR RIO BELLA
- F. ALCOHOL WAIVER REQUEST-DANA HAYWORTH OCTOBER 11, 2025

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

STAFF REPORTS

COMMUNITY DEVELOPMENT DIRECTOR FIEDLER

Reminded everyone about the Main Street Farmer's Market this Thursday. The Farmer's Market will end in September. Main Street Valley Center is also sponsoring a Christmas Ornament Design Contest. Designs must be submitted by Friday to Chris Strunk.

PUBLIC WORKS DIRECTOR EGGLESTON

Reported that someone cut a tree down on 1st Street, just north of Intrust Bank. City crews have moved it out of the water flow in the street, but it is blocking the sidewalk. They will investigate more in the morning. Eggleston shared that one of his Water/wastewater operators, Dalton Stineman has resigned so applications for that position are being accepted.

FINANCE DIRECTOR MILLER

Miller reported that the list of 17 vendors for new city software has been narrowed down to 3.

CITY CLERK/HR DIRECTOR CARRITHERS

Has been assisting with interviews for the Community Development Assistant Position with Kyle Fiedler. Proudly announced that Utility Billing Clerk Katie Crook has been promoted to the Court Clerk position. The Utility Billing Clerk position will be posted, as that will open a vacancy.

CITY ADMINISTRATOR CLARK

Completed final walk through for the Harvest Place grading project. Noted that the City has no financial responsibility for the grading project. Thank you to Sedgwick County. Millings removed are being used for parking areas around the soccer fields. Improvements have begun for Harvest Place Phase I from 93rd south. Bids will be opened for Trails End Phase I tomorrow. 8/20/25.

GOVERNING BODY REPORTS –

COUNCILMEMBER COLBERT

Reported on ADA compliance requirements for electronics and web content.

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

ADJOURN -

The meeting adjourned at 8:05 PM.

Kristi Carrithers, City Clerk

ADMINISTRATION AGENDA
RECOMMENDED ACTION

A. MINUTES:

RECOMMENDED ACTION:

Staff recommends motion to approve the minutes of August 19, 2025, Regular Council Meeting as presented/ amended.

PRESENTATIONS / PROCLAMATIONS

PUBLIC FORUM

APPOINTMENTS

OLD BUSINESS

NEW BUSINESS

A. LETTER OF INTENT; ELEVATE SENIOR LIVING:

Bruce Hentges – Founder/Partner of Elevate Senior Living will present a proposed development in Harvest Place on the city owned lot located at Northwind and Emporia.

- Letter of Intent
- Map

LETTER OF INTENT

September 2, 2025

City of Valley Center
121 S. Meridian
Valley Center, KS 67147

Re: Proposal to develop a Senior Living Community on a parcel of land located at Harvest Place – Valley Center Kansas, Sedgwick County NW ¼, Sec 30-T25S-R!E, Block F

Dear City of Vally Center:

This letter (this "Letter") is intended to summarize the principal terms of a proposal being considered by Elevate Senior Living, LLC ("Buyer") a Delaware, LLC whose primary mailing address is 727 Abby Mist Drive, St. Johns, Florida 32259, regarding its possible development of a senior living community, on a portion of land located at Harvest Place – Valley Center Kansas, Sedgwick County NW ¼, Sec 30-T25S-R!E, Block F, (the "Land") owned by the City of Valley Center ("Seller"). The possible contribution of the Land is referred to as the "Transaction" and Buyer and Seller are referred to collectively as the "Parties."

1. **Contribution of and Land Value.**

(a) Subject to the satisfaction of the conditions described in this Letter, at the closing of the Transaction Seller would contribute **6.031 Acres of the Land**, free and clear of all encumbrances, (not including the amounts due under special assessments for water, street and sewer), at the valuation price set forth in **Section 1(b)**.

(b) The valuation price for the Land would be **\$180,930.00**, subject to terms and conditions listed in section 3.1, and payable as follows:

(i) \$180,930.00 in land value contributed by the Seller City to the development of the closing of the transaction.

(c) Buyer has calculated the Valuation Price based on information provided by the seller and initial due diligence performed by American Healthcare Management Group, LP.

(ii) the actual parcel to be acquired in 2(a) is represented in the attached land diagram.

2. **Proposed Definitive Agreement.** Within one hundred twenty (120) days after the execution of this Letter, the Parties shall execute a definitive agreement (the "Definitive Agreement") relating to sellers contribution of the Land, according to paragraph 1, Contribution of and Land Value, to be drafted by Buyer's representative. The Definitive Agreement would include the terms summarized in this Letter and such other representations, warranties,

conditions, covenants, indemnities and other terms that are customary for transactions of this kind and are not inconsistent with this Letter. The Parties shall also commence to negotiate ancillary agreements to be drafted by Buyer's counsel, including (i) an escrow agreement, (ii) a bill of sale, and (iii) an assignment and assumption agreement.

2.1. Conditions. Buyer's obligation to close the proposed Transaction and the need for the 120-day due diligence period will be subject to customary conditions, including:

(a) Buyer's satisfactory completion of due diligence;

- i. to ensure the land is appropriate and accepted by Valley Center, KS and Sedgwick County, KS
- ii. to ensure the environmental reviews show a clear and clean parcel.
- iii. to ensure relocation of wildlife is not required.

(b) Buyer's completion of financing transactions necessary to finance the Senior Living development,

(c) the Board of Directors [and stockholders] of Buyer and Seller approving the Transaction;

(d) the Parties' execution of the Definitive Agreement and the ancillary agreements;

(e) the receipt of any regulatory approvals and third-party consents, on terms satisfactory to Buyer including in particular ZONING, CIVIL ENGINEERING REVIEW and APPROVAL, SEDGWICK COUNTY and OTHER Authorities Having Jurisdiction approvals.

3. Due Diligence. From and after the date of the execution of the Definitive Agreement, Seller will authorize its management to allow Buyer and its advisors full access to the land, for the purpose of completing Buyer's due diligence review. The due diligence investigation shall be for a period of ninety (90) days and will include, but is not limited to, a complete review of the financial, legal, tax, environmental components of the land. Closing shall be on or before thirty (30) days after the expiration of the due diligence period.

4. Termination. This letter will automatically terminate and be of no further force and effect upon the earlier of (i) execution of the Definitive Agreement by Buyer and Seller, (ii) mutual agreement of Buyer and Seller, and (iii) upon the passing of one hundred twenty (120) days after the execution by Buyer and Seller of this letter. Notwithstanding anything in the previous sentence, paragraphs 6,7 and 9 shall survive the termination of this Letter and the termination of this Letter shall not affect any rights any Party has with respect to the breach of this Letter by another Party prior to such termination. Seller requires that all documentation from an inspection be disclosed if the Definitive Agreement is terminated. This includes responses from Sedgwick County, Kansas regarding the project, any wetland survey and other environmental inspections during the due diligence time period.

6. Bid Expiration. This offer will remain in effect until **12:00 PM on December 15, 2025**, unless accepted or rejected by Seller, or withdrawn by Buyer prior to that time.

7. GOVERNING LAW. **THIS LETTER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH INTERNAL LAWS OF THE STATE OF KANSAS WITHOUT GIVING**

EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF FLORIDA OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF LAWS OF ANY JURISDICTION OTHER THAN THOSE OF THE STATE OF KANSAS.

8. Confidentiality. This Letter is confidential to the Parties and their representatives.

9. No Third-Party Beneficiaries. Except as specifically set forth or referred to herein, nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this Letter.

10. Expenses. The Parties will each pay their own transaction expenses, including the fees and expenses of investment bankers and other advisors, incurred in connection with the proposed Transaction. Title insurance shall be issued by First American Title insurance Company, and the party ordering the title shall be responsible for payment of the title insurance premium. Seller and Buyer represent and acknowledge that they have dealt with no broker, agent, finder or other intermediary in connection with this transaction.

11. No Binding Agreement. This Letter reflects the intention of the Parties, but for the avoidance of doubt neither this Letter nor its acceptance shall give rise to any legally binding or enforceable obligation on any Party, except regarding paragraphs 5 through 10 hereof. No contract or agreement providing for any transaction involving the Land shall be deemed to exist between Seller and Buyer and any of its affiliates unless and until a final definitive agreement has been executed and delivered.

12. Miscellaneous. This Letter may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. The headings of the various sections of this Letter have been inserted for reference only and shall not be deemed to be a part of this Letter.

[SIGNATURE PAGE FOLLOWS]

If you are in agreement with the terms set forth above and desire to proceed with the proposed Transaction on that basis, please sign this Letter in the space provided below and return an executed copy to the attention of Joseph Jasmon, Elevate Senior Living, 727 Abby Mist Drive, St. Johns, FL 32259

Elevate Senior Living, LLC.

By:

Joseph Jasmon
Founding Partner
Date:

Agreed to and accepted:

City of Valley Center

By:

Title: _____

Date: _____

[illegible]

- 5.13.24  SEH

NEW BUSINESS

RECOMMENDED ACTION

A. LETTER OF INTENT; ELEVATE SENIOR LIVING:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommend approval to enter into a letter of intent with Elevate Senior Living and authorize Mayor or City Administrator to sign.

NEW BUSINESS

**B. CHAMBER REQUEST FOR 2025 FALL GARAGE SALE SIGN
WAIVER:**

Allison Clubb, Chamber Director, will request a waiver to place signs in the right-of-way during the 2025 Fall City-Wide Garage Sales. Dates for the event are Thursday, October 2nd through Saturday, October 4th. All signs will be removed by noon on Sunday, October 5th.

- Letter for Sign Waiver Request



Valley Center Chamber of Commerce
121 S Meridian Ave
Post Office Box 382
Valley Center, Kansas 67147

MISSION: The Valley Center Chamber of Commerce is dedicated to connecting businesses and business owners in Valley Center with the support and resources to develop, sustain, grow and stand out in our community

August 22nd, 2025

To: Mayor Truman & Members of Council

From: Allison Clubb – VCCC, Executive Director

Subject: Garage Sale Signs within Right of Way (ROW)

The 2025 Fall City-Wide Garage Sales are set to begin on Thursday, October 2nd, 2025 and will end sometime on Saturday, October 4th, 2025 (as each sale will be different).

I am requesting on behalf of the participants in the city-wide garage sales that their Garage Sale Signs be allowed to be placed within the ROWs around the community to assist in promoting, as well as providing direction, to the location of the garage sales so long as they do not obstruct the site triangle at intersections and are removed on or before noon Sunday, October 5th, 2025 by the residents whom placed each sign(s).

Thank you for your consideration!

Sincerely,

Allison Clubb
Executive Director
Valley Center Chamber of Commerce

NEW BUSINESS

RECOMMENDED ACTION

**B. CHAMBER REQUEST FOR 2025 FALL GARAGE SALE SIGN
WAIVER:**

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommend approval to waive the placement in public right-of-way of sign regulations for the 2025 Fall City-Wide Garage Sales from October 2nd through October 5th.

NEW BUSINESS

C. ORDINANCE 1433-25; RE-ZONE 525 S. ABILENE AVE.:

Community Development Director Fiedler will present this re-zone for a vacant lot located at 525 S. Abilene Ave. from C-2 to R-1B. The planning and zoning commission recommended approval of this zoning change at their meeting on August 26, 2025, after receiving the staff recommendation for approval and hearing public comment.

- Application
- Application Letter
- Staff Review
- Ordinance 1433-25

City of Valley Center

Case No. PL 250367 - 00

REZONING/LAND USE AMENDMENT APPLICATION

This application is for a Rezoning/Land Use Amendment before the City Planning Commission. The form must be completed and filed with the Zoning Administrator at Public Works, 545 W Clay Street, Valley Center, Kansas 67147-0188 or FAX: (316) 755-7324. An incomplete application will not be accepted. For questions, call (316) 755-7310, ext. 103.

Property owner(s) Name & Address Spike Anderson 533 N Valley Creek Cir

Phone 316.871.3413 fax# _____

Petitioner's Name & Address _____

Phone _____ fax# _____

Contact email address spikeanderson20@hotmail.com Contact Cell Phone _____

Relationship of applicant to property is that of ☒ Owner ☐ Tenant ☐ Lessee ☐ Other

Property Zoning/Land Use Plan is now C-2

Proposed Rezoning/Land Use Plan Amendment R-1B

Property shown on Valley Center Land Use Plan is now _____

Address/Location of Request 525 S. Abilene

Justification for Rezoning/Land Use Plan Amendment (attach narrative to application)

The undersigned petitioner understands the following conditions of this application:

1. That he/she has been advised of the fee requirements established and that the fee accompanies this application for a Rezoning/Land Use Amendment.
2. That the Planning Commission can only recommend action and the City Council must ratify the Planning Commission's decision as the final decision of the City.

Spike Anderson 7/20/25 _____
Applicant Date Agent (If any) Date

Office use only

A pre-application meeting occurred with the applicant on _____. This application was received at _____ (am) (pm) on _____, 20__ by the Zoning Administrator acting on behalf of the Planning Commission and City Council. It has been checked and found to be complete. Nonrefundable fee varies, depending upon the zoning classification being requested.

Zoning Application fee for a rezoning is \$300 other than a PUD, which is \$500

Kyle Fiedler

From: Spike Anderson <spikeanderson20@hotmail.com>
Sent: Monday, July 28, 2025 11:59 AM
To: Kyle Fiedler
Subject: re-zoning and variance request

Mr. Fielder,

I am requesting a re-zoning of 525 S Abilene from C-2 to R-1B. We recently bought the lot from a business to the west and split the lot from that property.

My intentions are to build a single-family residence, aligning more closely with the neighborhood.

Additionally, the lot is bigger than most in the area but it is an odd shape and I am requesting a variance to the minimum lot width.

Please let me know if you have other questions. Thank you for your time.

Spike Anderson
(316) 871-3413



Date: August 26th, 2025

Present Zoning: C-2 (General District)

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

Rezoning Application Case Number: RZ-2025-06

Applicant: Spike Anderson

Property Address: 525 S. Abilene, vacant lot, Valley Center, KS 67147 (outlined in red below)



Applicant's Reasons for Rezoning: The applicant is requesting a rezoning from C-2 (general business) to R-1B (single-family) to build a new single-family structure. The applicant's request letter is attached to the end of this staff report.

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

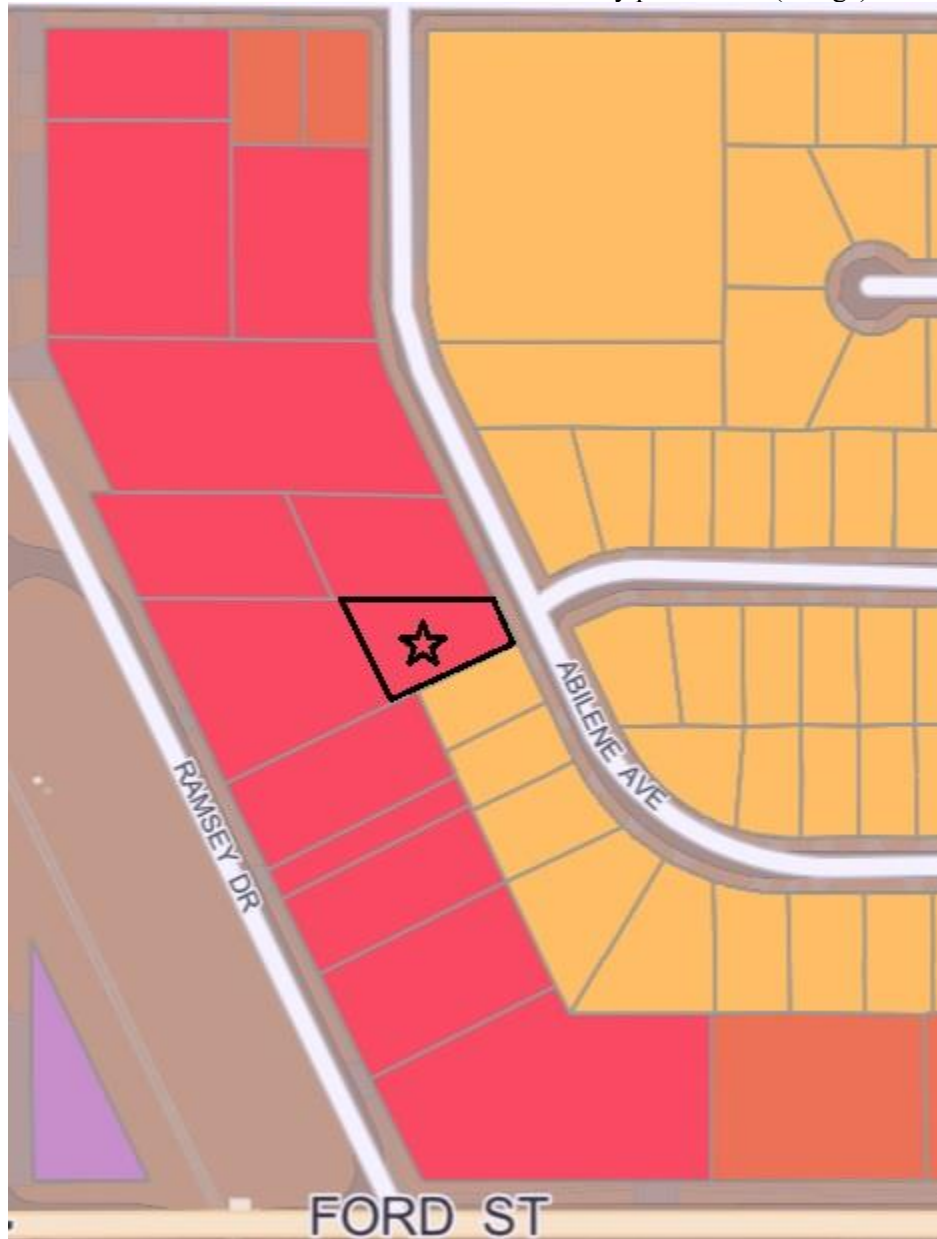
1. *What is the character of the subject property and the surrounding neighborhood in relation to existing uses and their condition?*

The subject property currently is vacant. Adjacent to the east, northeast and south are R-1B. To the north, west and southwest are C-2.

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

The current zoning of the subject property is C-2 (General Business District). The surrounding zoning and land uses are as follows (see map below, subject property denoted by red star):

- Adjacent properties to the North are C-2 (red).
- Adjacent properties to the West and Southwest are C-2 (red).
- Adjacent properties to the South, Southeast, East and Northeast are R-1B (yellow)
- Neighborhood to the north and southeast has a few multi-family parcels R-2 (orange).



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

Yes, this property has either never been developed, or has been vacant many years and was recently split off of another parcel of land. With the recent split, this is an appropriate time to consider the rezone, especially with it being within/ adjacent to an existing residential neighborhood.

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

No

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

Yes, the parcel was recently split off of a commercial parcel with and exiting business on it. This parcel has road frontage in a residential neighborhood.

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

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

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

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

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

No

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

While there are many R-1B parcels available in town, this property in an existing residential neighborhood is unique.

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

N/A

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

Yes, it meets the requirements for the current zoning designation.

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

The rezoning request will not have a negative impact on the surrounding properties. This neighborhood is split at this property between single-family and general business. The make up of the neighborhood wouldn't be drastically different with the addition of one more home.

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

Yes

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

Yes, the Plan calls for additional housing variety.

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

- City staff supports this rezoning. The standard public notice was published in *The Ark Valley News* and notices were sent out to surrounding property owners. As of the date of this report, there has been one contact, who was just asking for clarification and did not speak in favor or opposition of the rezoning.
- Other public comments in support or opposition will not be known until the public hearing. Any comments received by staff between the day the packet is sent and the hearing will be shared with the Board.

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

No

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

No

City staff recommends approval of this rezoning application.

ORDINANCE NO. 1433-25

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

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

SECTION 1. Having received a recommendation from the Valley Center City Planning and Zoning Board on Case No. RZ-2025-06, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of the amended Zoning Regulations of the City as approved by Ordinance No. 1279-14, the zoning district classification of the property legally described herein is changed as follows:

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

Legal Description: BEG ELY NE COR LOT 1 TH SELY 50.22 FT SWLY 120.19 FT SWLY 32.28 FT NWLY 125.69 FT E 169.97 FT TO POB EXC TH PT TAKEN FOR ROW (DOC 2025-032189) BLOCK 1 VALLEY PARK 6TH "B" ADD

Legal Address: 525 S. Abilene Ave., Valley Center, KS 67147

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

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

PASSED by the Governing Body and signed by the Mayor of the City of Valley Center, Kansas, on this 16th day of September, 2025.

First Reading: September 2, 2025
Second Reading: September 16, 2025

(SEAL)

/s/ _____
Jet Truman, Mayor

ATTEST:

/s/ _____
Kristi Carrithers, City Clerk

NEW BUSINESS

RECOMMENDED ACTION

C. ORDINANCE 1433-25; RE-ZONE 525 S. ABILENE AVE.:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommend motion to approve for 1st reading, Ordinance 1433-25 to re-zone a vacant lot located at 525 S. Abilene from C-2 to R-1B.

NEW BUSINESS**D. ORDINANCE 1434-25; SPECIAL USE PERMIT 201 S CEDAR AVE:**

Community Development Director Fiedler will present this Special Use Permit for 201 S. Cedar Ave. The planning and zoning commission recommended approval of this Special Use Permit at their meeting on August 26, 2025, after receiving the staff recommendation for approval and hearing public comment. Their recommendation also includes the approval being contingent upon the facility coming into compliance with building, fire and zoning regulations/codes with the following conditions: the facility remains in compliance with building, fire and zoning regulations/codes. To ensure compliance, the Valley Center Fire Department will perform quarterly safety/compliance inspections, the City's Zoning Administrator should also be notified of all ownership changes of the building and Dependable Pallets.

- Application & Site Plan
- Staff Review
- 201 S. Cedar Corrections
- Ordinance 1434-25

City of Valley Center

Case No. SPU 2025 - 01
250391**SPECIAL USE APPLICATION**

This application is for a Special Use before the City Planning Commission. The form must be completed in accordance with directions on the accompanying instructions and filed with the Zoning Administrator at Public Works, 545 W. Clay Street, Valley Center, Kansas 67147-0188 or FAX: (316) 755-7324. An incomplete application will not be accepted. For questions, call (316) 755-7310.

Property owner(s) Name & Address Howard HancockPhone 316-640-5373 Email/fax# hhancock@PentFedRealty.comPetitioners Name & Address Terry Sowers 201 S Cedar Valley Center KS 67147Phone 3162149778 fax# _____Contact email address terry@dependable.kscocmail.com Contact Cell Phone 3162149778Relationship of applicant to property is that of _____ Owner ☒ Tenant _____ Lessee _____ Other _____Property Zoning is now Industrial

Property shown on Valley Center Land Use Plan is now _____

Special Use is for pallet recycling facilityAddress /Location of Request 201 S Cedar Valley Center, KS 67147

Parcel number(s) _____

Justification for requested Special Use (attach narrative to application)

The applicant or his/her authorized agent acknowledges all of the following:

1. That he/she has received instruction material concerning the filing and hearing of this matter
2. That he/she has been advised of the fee requirements established and that the fee accompanies this application for a Special Use
3. That all documents are attached to this petition as noted in the instructions, including a site plan.
4. That the Planning Commission can only recommend action and the City Council has to ratify the Planning Commission's decision as the final decision of the City

Terry Sowers 7/11/25
Applicant Date Agent (If any) Date

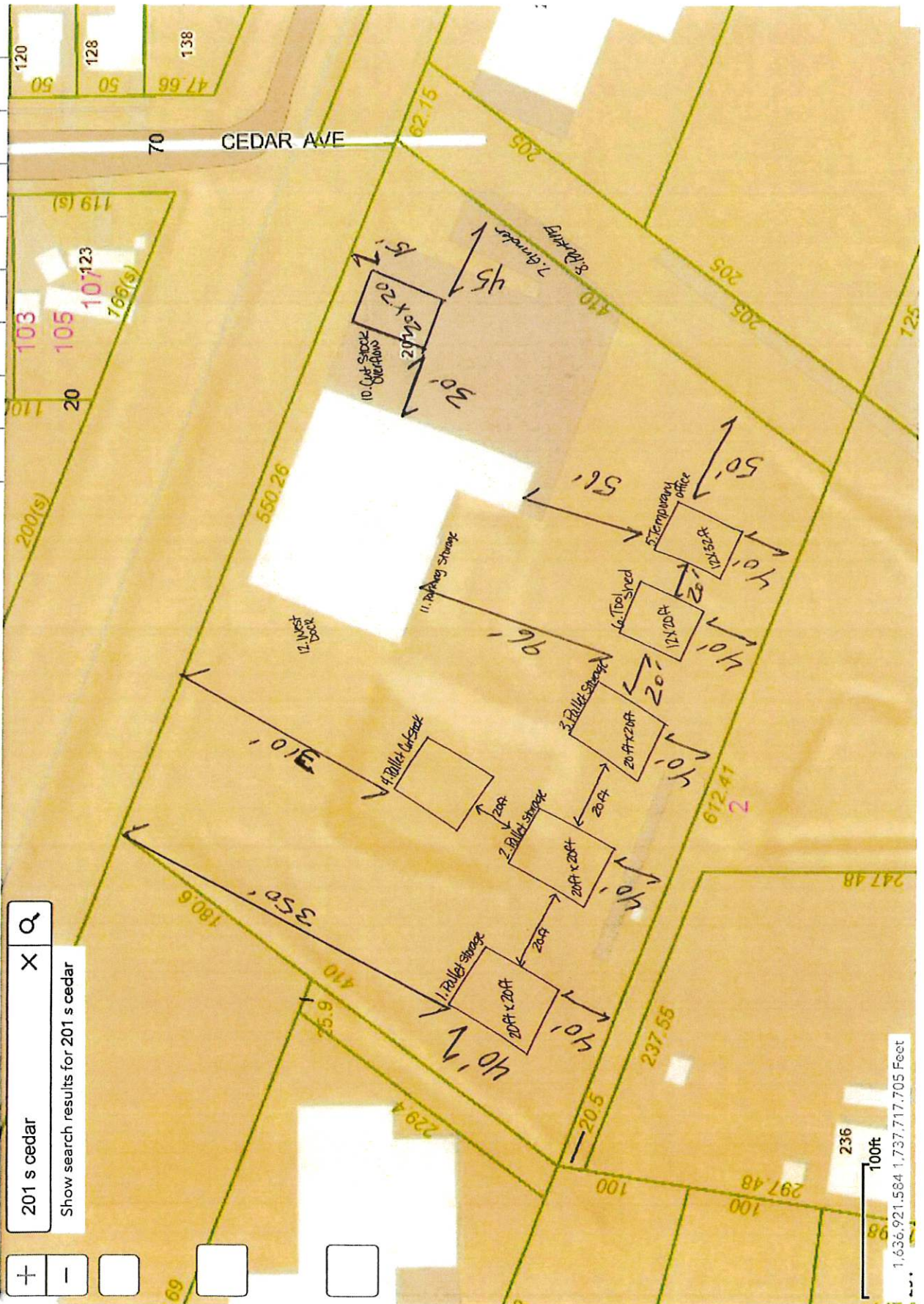
Office use only

A pre-application meeting occurred with the applicant on _____. This application was received at _____ (am) (pm) on _____, 20__ by the Zoning Administrator acting on behalf of the Planning Commission and City Council. It has been checked and found to be complete and accompanied by the required documents and a nonrefundable fee of \$300.

Help Unified Zoning Code

♂

Show search results for 201 s cedar



236

100ft

1,636,921.584 1,737,717.705 Feet



Date: August 26th, 2025

Present Zoning: I (Industrial District)

Proposed Special Use: Pallet Recycling Facility

Special Use Application Case Number: SU-2025-01

Applicant: Howard Hancock and Terry Sowers

Property Address: 201 S. Cedar Ave, Valley Center, KS 67147 (outlined in red below)



Applicants' Reasons for Special Use Application: The applicants are requesting approval of the special use application to allow for the subject property to operate a pallet recycling facility. This use is not detailed out as allowed in the Industrial Zoning district, a special use of "Other" is being requested on I (Industrial District) zoned property within the City of Valley Center, Kansas. Dependable Pallets has already moved to the site and

begun operations prior to obtaining the special use permit. The special use application is required to be reviewed by both the Planning and Zoning Board and City Council.

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

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

The subject property has primarily been vacant since 2007/2008. This property is in an industrial area, with single-family houses to the North with all other sides bordering being Industrial in nature.

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

The current zoning of the subject property is I (Industrial District). The surrounding zoning and land uses are as follows:

- North: R-1B (Single Family Residential)
- South: I (Industrial)
- East: I (Industrial)
- West: I (Industrial)

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

No

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

No

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

The special use request is the direct result of the applicants' current use of the building. The applicants are leasing space to and operating a pallet recycling facility, which is not an allowed use in Industrial zoning, without obtaining a Special Use Permit for "other."

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

This site is served by public water and sewer, as well as a City street, which is gravel.

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

No

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

No screening is required on the south, west and east sides of the property as they are all adjacent to other industrial properties. There are currently trees along the north property line which screens the facility from the residential neighborhood.

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

This building has sat vacant for 18 years and requires compliance improvements to be up to fire and building code. Other buildings existing of this size are not common in the Valley Center area.

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

The special use application, if approved, will allow for the pallet recycling business to remain at this location as long as the special use requirements are met. This business recycles pallets by either rebuilding them for end users, or mulching them and does bring other employment opportunities to Valley Center.

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

In its current zoning of I, the subject property has the following permitted uses:

- Animal hospitals and clinics including outdoor facilities.
- Auction houses.
- Agricultural feed, seed and fertilizer mixing, sales and storage.
- Agricultural implements, sales and service.
- Automobile, truck, motorcycle and recreational vehicle sales, repair and refinishing including garages.
- Bottling works.
- Building material sales, except for concrete and asphalt mixing plants.
- Contractor's offices and equipment storage yards.
- Dog kennels. (See Section 17.02.09 for definition and standards for (DOG KENNELS.)
- Dry cleaning and/or laundry plants.
- Food production and frozen food lockers.
- Greenhouses, hydroponic farming and nurseries, retail and wholesale.
- Manufacturing operations including sheet metal and machine shops.
- Machinery sales, repairs and storage.
- Monument manufacturing and sales.
- Printing and publishing firms.
- Rental centers.
- Sign printing and manufacturing.
- Truck terminals and truck stops.
- Upholstery shops.
- Utility substations, transmission towers, and water towers.
- Warehouses and mini-storage facilities including outside storage.
- Wholesale merchandise sales and storage.
- Manufactured or mobile home, modular home and recreation vehicle manufacturing, sales, service and storage.
- Manufacturing, processing or fabrication establishments which are not noxious or offensive by reason of vibration, noise, dust, fumes, gas, odor or smoke.
- Storage yards, but not salvage yards, providing the storage yard is completely enclosed with at least a six foot solid fence or wall.
- Publicly owned Buildings and operations

The property has most recently been vacant until Dependable Pallet moved into the facility. Under the I zoning district code, the proposed pallet recycling operation is not specifically called out and would be classified as a special use in the “other” category, which means that this use can take place with approval from the Planning and Zoning Board and City Council.

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

The special use request should not have a significantly detrimental impact on the surrounding neighborhood properties, as long as all compliance requirements for building, fire and zoning codes are all met. Attached you will find an operational site plans and an email from Community Development Director Fiedler, listing the issues that will need to be addressed to be in compliance with all regulations:

- **Traffic:** There is already commercial traffic on South Cedar, the new use of this facility will increase the traffic compared to what has been the recent normal, but is not beyond what this area has had in the past.
- **Noise/Dust:** Currently, operations are occurring outside of the building, as they have not been approved to move machinery in for operations. Most machinery will operate inside of the building and dust collection systems will be required.

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

Yes, commercial operation involving lumber is not new to Valley Center industrial properties, however the refurbishment of pallets is, which requires storage of excess wood materials in the open. The I zoning district is the most appropriate place for this operation to occur, should a Special Use Permit be granted.

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

The subject property, is listed in the Comprehensive Plan as Industrial in both the current and future zoning maps.

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

- City staff support this special use request, with the following conditions; the facility becomes and remains in compliance with building, fire and zoning regulations/ codes, to ensure compliance, the Valley Center Fire Department will perform quarterly safety/ compliance inspections, the City should also be notified of all ownership changes of the building and Dependable Pallets. The special use permit will be reviewed by the Planning and Zoning Board and a recommendation made to the City Council The standard public notice was published in *The Ark Valley News* and notices were sent out to surrounding property owners within 200 feet of the subject property. Multiple responses have been received as of the date of this report and all, were opposed to this special use request, the only written response is attached.
- Other public comments in support or opposition will not be known until the public hearing. All written responses received after the agenda packet is officially published will be given to each member of the Planning and Zoning Board prior to the start of the August 26th, 2025 board meeting.

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

No

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

No, the relative gain to the public health, safety, and general welfare does not outweigh the loss in value or the hardship imposed upon the applicant by not approving this special use request. The applicant will have or will continue to have to put a considerable amount of work into the facility to bring it up to current regulations.

City staff recommend approval of this special use application contingent upon the facility coming into compliance with building, fire and zoning regulations/ codes with the following conditions; the facility remains in compliance with building, fire and zoning regulations/ codes, to ensure compliance, the Valley Center Fire Department will perform quarterly safety/ compliance inspections, the City's Zoning Administrator should also be notified of all ownership changes of the building and Dependable Pallets.

Current state of facility:













June 12th, 2025

To: Building owner Howard Hancock and Dependable Pallet

From: Valley Center Community Development, Code Enforcement and Fire Dept.

1. Fire Code Compliance, see additional pages.
2. Plan review for all work that has been and will be done to the property to include:
 - Shed and Office
 - New sprinkled areas
 - Electrical
 - Heat & Smoke Vents
 - Any interior remodeling
3. Permits needed for the above items. Each contractor is required to pull their own permit for commercial work.
4. Special Use or Conditional Use Permit
 - June 24th is the deadline for the July 22nd Meeting.
5. Water account needs to be set up.

Timeline

1. Fire Department will work with Owner and/or Tenant to establish appropriate timeline for fire safety compliance.
2. By June 24th we will need to have a complete application for a Special Use Permit or a Conditional Use Permit.
3. By July 14th we will need to be contacted by the engineer chosen to prepare plans for review and give us an approximate timeline for when the plans will be ready for review. Plan review is required commence within 60 days from the date of this meeting which is August 11, 2025.

ORDINANCE NO. 1434-25

AN ORDINANCE APPROVING A SPECIAL USE TO ESTABLISH A PALLET RECYCLING OPERATION ON PROPERTY LOCATED IN THE CITY OF VALLEY CENTER, KANSAS, UNDER THE AUTHORITY GRANTED BY THE ZONING REGULATIONS OF THE CITY.

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

SECTION 1. Having received a recommendation from the Valley Center City Planning and Zoning Board on Case No. SU-2025-01, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of the amended Zoning Regulations of the City as approved by Ordinance No. 1279-14, a special use is hereby approved to establish a pallet recycling operation on the property legally described herein as follows:

Legal Description: BEG S LI SL&SF RR 689.87 FT SE OF WLI SE1/4 SE 550.26 FT SW 410 FT NW 550.26 FT NE 410 FT TO BEG. SEC 36-25-1W

Legal Address: 201 S. Cedar Ave., Valley Center, KS 67147

SECTION 2. This ordinance shall take effect and be in force from and after its passage, approval, and publication once in the official city newspaper.

PASSED by the Governing Body and signed by the Mayor of the City of Valley Center, Kansas, on this 16th day of September, 2025.

First Reading:	September 2, 2025
Second Reading:	September 16, 2025

(SEAL)

/s/ _____
Jet Truman, Mayor

ATTEST:

/s/ _____
Kristi Carrithers, City Clerk

NEW BUSINESS
RECOMMENDED ACTION

D. ORDINANCE 1434-25; SPECIAL USE PERMIT 201 S CEDAR AVE:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommend motion to approve for 1st reading Ordinance 1434-25 to issue a Special Use Permit for a Pallet Recycling Facility at 201 S Cedar contingent upon the facility coming into compliance with building, fire and zoning regulations/codes with the following conditions: the facility remains in compliance with building, fire and zoning regulations/codes. To ensure compliance, the Valley Center Fire Department will perform quarterly safety/compliance inspections, the City's Zoning Administrator should also be notified of all ownership changes of the building and Dependable Pallets.

NEW BUSINESS

E. APPROVAL OF PUMP PURCHASE FOR THE ABILENE LIFT STATION:

Public Works Director Eggleston will request approval to purchase the Ibarra Duplex Above Ground Pump Station from Ray Lindsey Company in the amount of \$122,335.00. The city will then contract the installation of said pump station and wet well with Hickman Environmental Services LLC for \$45,840.43 pending KDHE approval of lift station design plans.

- Staff Memo
- Construction Plans
- Quote from Ray Lindsey Company
- Quote from Hickman Environmental Services



September 2, 2025

To: Mayor Truman & Members of Council

From: Rodney Eggleston – Public Works Director

Subject: Ibarra Duplex Above Ground Pump Station

BACKGROUND

Due to an increase in construction in the area served by Abilene lift station, the actual lift station needs to be replaced. The design agreement was approved on March 4th. We are asking tonight for approval to purchase the Ibarra Duplex Above Ground Pump station from Ray Lindsey Company and contract the installation of said pump station and wet well with Hickman Environmental Services LLC.

PROPOSAL

City staff are asking for approval to purchase the Ibarra Duplex Above Ground Pump station from Ray Lindsey Company in the amount of \$122,335.00 and contract the installation of said pump station and wet well with Hickman Environmental Services LLC for \$45,840.43 pending KDHE approval of lift station design plans.

FINANCIAL CONSIDERATION

This cost will be taken from the sewer reserve fund.

SUMMARY

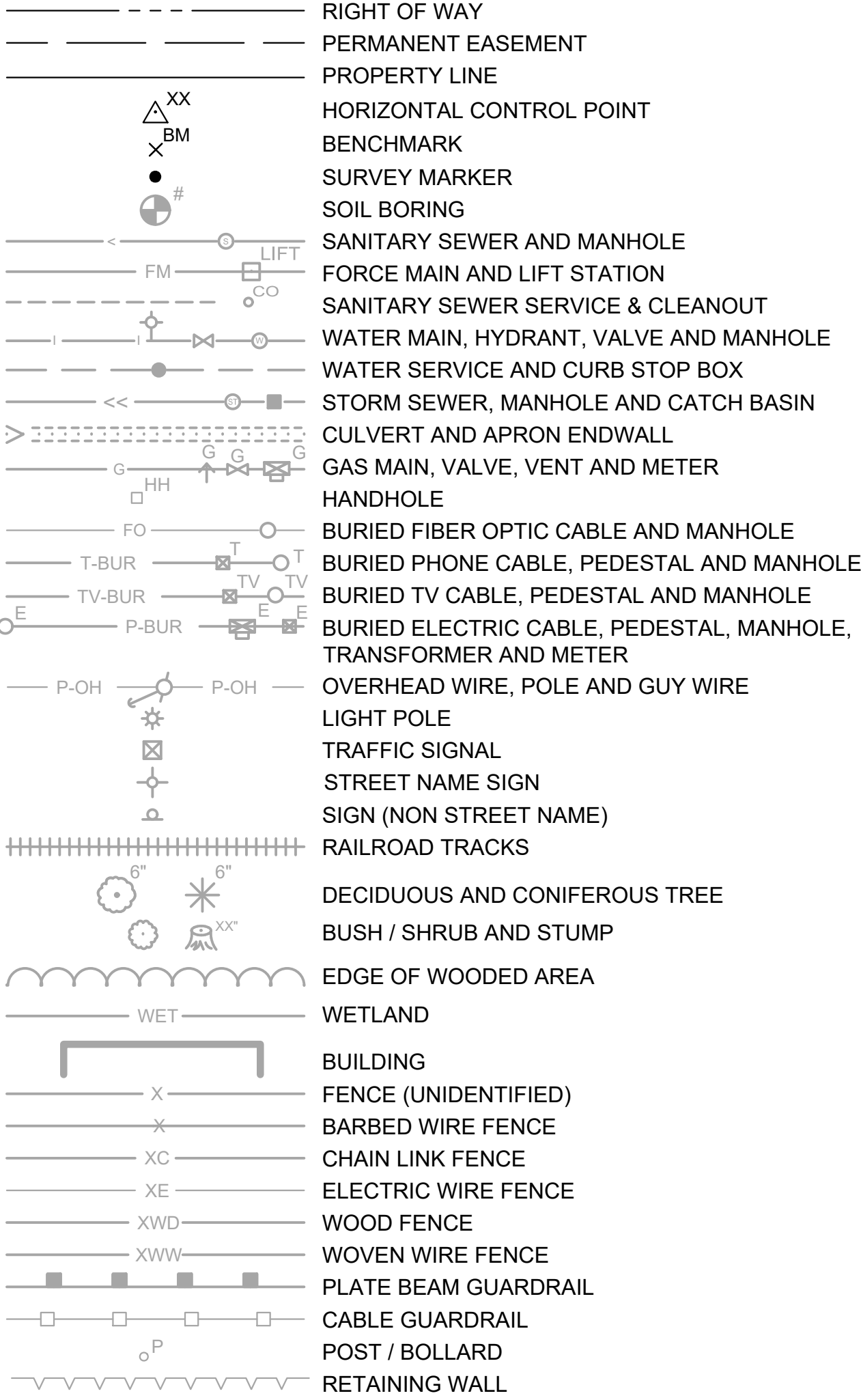
Staff are asking for approval to purchase the Ibarra Duplex Above Ground Pump station from Ray Lindsey Company in the amount of \$122,335.00 pending KDHE approval of lift station design plans.

Staff are requesting approval to contract the installation of said pump station and wet well with Hickman Environmental Services LLC for \$45,840.43 pending KDHE approval of lift station design plans.

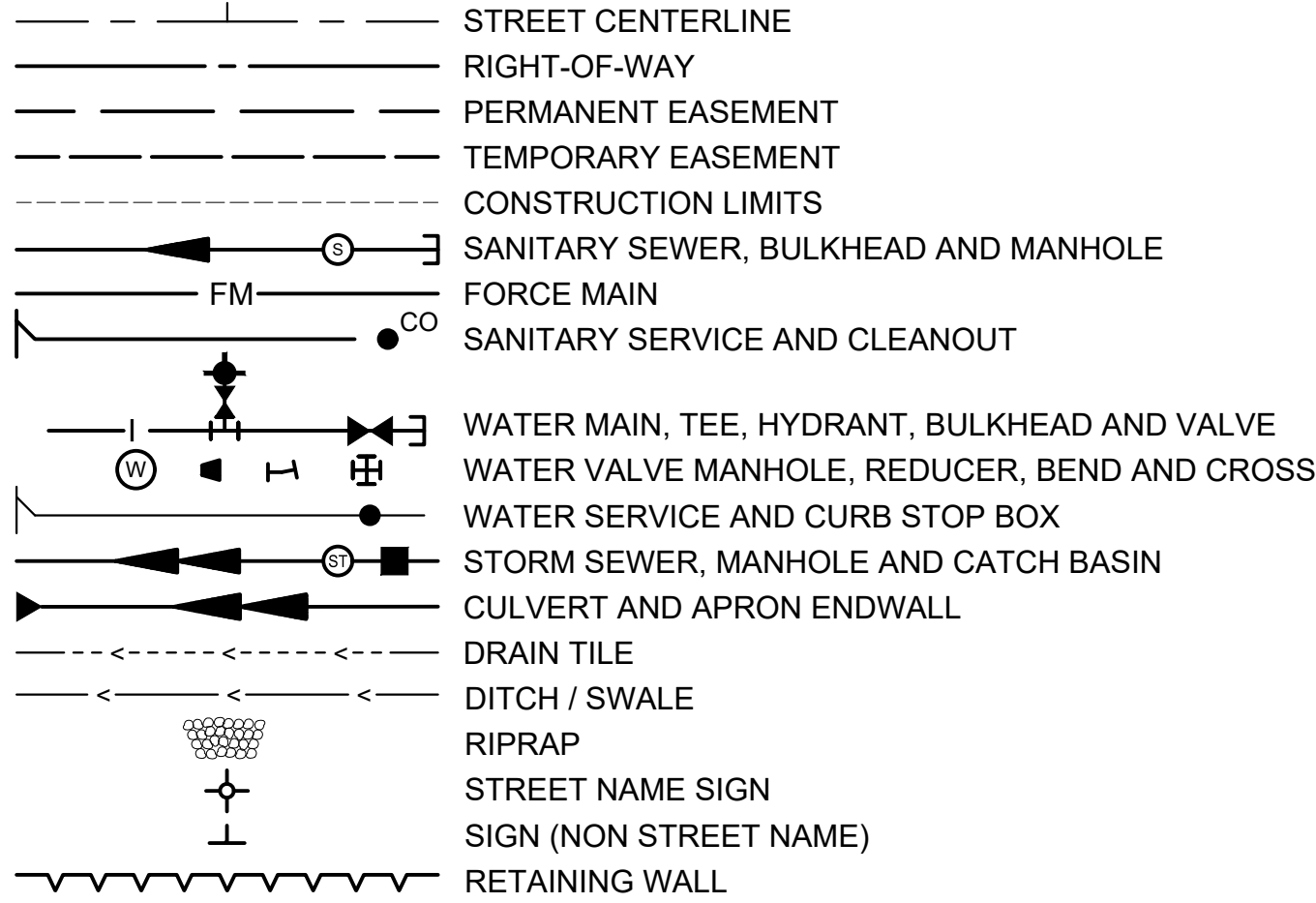
Authorize the Mayor or City Administrator to sign.

Sincerely,
Rodney Eggleston
Public Works Director

EXISTING



PROPOSED



ABILENE AVENUE

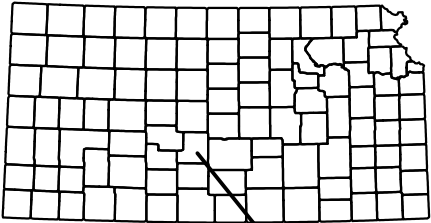
CONSTRUCTION PLANS FOR

LIFT STATION IMPROVEMENTS

VALLEY CENTER, KS



PROJECT LOCATION



SEDGWICK COUNTY,
KANSAS

VALLEY CENTER, KANSAS



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF KANSAS.

Signature: JAKE VASA, PE

Date: 8/21/2025 Lic. No. 23227

PROJECT NO.

184780

1

of 9

NOTE:
CONTRACTOR SHALL LOCATE ANY / ALL EXISTING UTILITES PRIOR TO ANY SITE WORK (BOTH HORIZONTALLY AND VERTICALLY) . THE DESIGN ENGINEER WILL NOT BE RESPONSIBLE FOR DAMAGES TO ANY EXISTING UTILITIES OR FOR ANY CONFLICTS THAT MAY ARISE DUE TO ANY UTILITES NOT PROPERLY LOCATED. CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR



PROJECT NOTES

1.

CONTRACTOR WILL BE REQUIRED TO PROVIDE NOTICE TO UTILITY COMPANIES A MINIMUM OF SEVENTY-TWO (72) HOURS PRIOR TO ANY EXCAVATION. KANSAS ONE-CALL (316) 687-2470. CONTRACTOR EMERGENCY CONTACTS:

AT&T

1-800-246-8464

COX COMM

1-888-249-3530

EVERGY

1-800-544-4857

KANSAS GAS

1-888-482-4950
2.

ANY LANDSCAPING, ROCK, PAVERS OR OTHER MISCELLANEOUS ITEMS IN THE RIGHT OF WAY THAT WILL BE REMOVED WITH THIS PROJECT, MUST BE SALVAGED AND REPLACED IN A SIMILAR LOCATION AS PREVIOUS BY THE CONTRACTOR. THIS WORK SHALL BE CONSIDERED SUBSIDIARY.
3.

CONTRACTOR WILL BE RESPONSIBLE FOR REPLACING ANY IRRIGATION DISTURBED DURING CONSTRUCTION.
4.

TOPSOILING AND EARTH SHOULDERING WILL BE CONSIDERED SUBSIDIARY TO THE 'EMBANKMENT' PAY ITEM.
5.

CONTRACTOR SHALL PROVIDE ALL STAKING FOR THE PROJECT. CAD FILES OF ALL DESIGN INFORMATION SHALL BE MADE AVAILABLE TO THE CONTRACTOR FOR STAKING PURPOSES.
6.

ALL MATERIAL TESTING SHALL BE PAID FOR BY THE CITY, ALL RETESTS SHALL BE PAID FOR BY THE CONTRACTOR.
7.

THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY AND DETERMINE LOCATION AND ELEVATIONS OF THE EXISTING AND PROPOSED PAVEMENT, WHICH SHALL FOLLOW THE GENERAL DRAINAGE SHOWN ON THE GRADES AND ROADWAY PROFILES.
8.

ALL DIMENSIONS ARE TO EDGE OF PAVEMENT, OR BACK OF CURB, FOLLOW WRITTEN DIMENSIONS ALWAYS.
9.

THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE SAFETY REGULATIONS. ALL CONSTRUCTION SHALL BE COMPLETED FOLLOWING CURRENT CITY STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS.

PAVING NOTES

1.

THE PROPOSED CONTOURS REPRESENT TOP OF SLAB, TOP OF CURB, OR TOP OF SIDEWALK IN PAVEMENT, IN ALL OTHER AREAS, THEY REPRESENT THE FINISHED GROUND SURFACE.
2.

THE EXISTING AND PROPOSED FINISHED GROUND SURFACES ARE AVAILABLE ELECTRONICALLY FOR CONTRACTOR VERIFICATION VIA E-MAIL (IN AUTOCAD 2018 FORMAT). THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING THE EXISTING GROUND SURFACE ELEVATIONS.
3.

ALL LINES SHOWN REPRESENTING PAVEMENT ARE TO BACK OF CURB OR EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED.
4.

CONTRACTOR WILL BE HELD RESPONSIBLE FOR SETTLEMENT DUE TO IMPROPER COMPACTION.
5.

THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL PROPERTY CORNERS.
6.

THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF ANY GRADING WILL TAKE PLACE BEYOND THE RIGHT OF WAY LINE.
7.

ALL HERBACEOUS VEGETATION SHALL BE REMOVED FROM WITHIN THE LIMITS OF GRADING
8.

EXPANSION JOINTS SHALL BE BUILT AS SHOWN FOR PAVING. EXPANSION JOINTS FOR SIDEWALKS SHALL BE $\frac{1}{2}$ " EXPANSION MATERIAL PLACED EVERY 100 LINEAR FEET OF SIDEWALK.
9.

SIDEWALKS SHALL BE CONSTRUCTED WITH 4" OF CRUSHED CONCRETE OR ROCK OR OTHER BASE MATERIAL DEEMED SUFFICIENT BY THE ENGINEER, AND SHALL BE COMPACTED TO 95% STANDARD PROCTOR.
10.

INTERSECTIONS SHALL BE BUILT PER STANDARD DETAILS TO ALLOW FOR THROUGH DRAINAGE IN THE GUTTER LINE. INTERSECTION GRADES AND DRAINAGE SHALL BE DISCUSSED WITH THE ENGINEER PRIOR TO PLACEMENT OF CONCRETE.

SANITARY SEWER NOTES

1.

SANITARY SEWERS SHALL BE SEPARATED BY AT LEAST 10 FT. HORIZONTALLY FROM ANY EXISTING OR PROPOSED PARALLEL WATER MAINS, MEASURED EDGE TO EDGE.
2.

ALL SANITARY SEWER WILL BE DONE UNDER A PLUMBERS PERMIT, AND SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES.
3.

PRIOR TO FINAL ACCEPTANCE ALL SEWER MAIN SHALL BE AIR TESTED BY THE CONTRACTOR IN ACCORDANCE WITH CITY OF VALLEY CENTER SPECIFICATIONS.
4.

PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL HAVE THE SEWER MAIN TV INSPECTED AND THE COST OF SUCH WORK SHALL BE SUBSIDIARY TO THE PRICE BID FOR SEWER WITH INSTALLATION.
5.

PRIOR TO FINAL ACCEPTANCE, VACUUM TESTING SHALL BE PERFORMED ON ALL MANHOLES TO CONFORM TO THE REQUIREMENTS OF STANDARD TEST METHOD FOR CONCRETE MANHOLES BY THE "NEGATIVE AIR PRESSURE (VACUUM) TEST" ASTM DESIGNATION C-1244.
6.

SANITARY SEWER PIPE SHALL BE PVC SDR 35 FOR 8". PIPE BEDDING SHALL MEET LOCAL STANDARD PLANS.
7.

SANITARY SEWER MANHOLES SHALL BE 48" I.D. AND MEET VALLEY CENTER STANDARD DETAILS & SPECIFICATIONS, UNLESS OTHERWISE NOTED ON THE PLANS.
8.

SANITARY SEWER DESIGN KDHE PERMIT TO BE OBTAINED PRIOR TO CONSTRUCTION BY ENGINEER OF RECORD.

GRADING NOTES

1.

THE PROPOSED CONTOURS REPRESENT TOP OF SLAB, TOP OF CURB, OR TOP OF SIDEWALK IN PAVEMENT, IN ALL OTHER AREAS, THEY REPRESENT THE FINISHED GROUND SURFACE.
2.

IN ALL AREAS OF EXCAVATION FOR SLABS OR FOOTINGS, IF UNSUITABLE SOIL CONDITIONS ARE ENCOUNTERED, A QUALIFIED GEOTECHNICAL ENGINEER SHALL RECOMMEND THE METHODS OF UNDERCUTTING AND REPLACEMENT OF PROPERLY COMPACTED, APPROVED FILL MATERIAL. ALL PROOFROLLING AND UNDERCUTTING SHOULD BE PERFORMED DURING A PERIOD OF DRY WEATHER.
3.

THE EXISTING AND PROPOSED FINISHED GROUND SURFACES ARE AVAILABLE ELECTRONICALLY FOR CONTRACTOR VERIFICATION VIA E-MAIL (IN AUTOCAD 2007 FORMAT). THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING THE EXISTING GROUND SURFACE ELEVATIONS.
4.

ALL LINES SHOWN REPRESENTING PAVEMENT ARE TO BACK OF CURB OR EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED.
5.

CONTRACTOR WILL BE HELD RESPONSIBLE FOR SETTLEMENT DUE TO IMPROPER COMPACTION.
6.

THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL PROPERTY CORNERS. CONTRACTOR SHALL BE RESPONSIBLE TO RESET ALL CORNERS DISTURBED.
7.

THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF ANY GRADING WILL TAKE PLACE BEYOND THE RIGHT OF WAY LINE.
8.

ALL HERBACEOUS VEGETATION SHALL BE REMOVED FROM WITHIN THE LIMITS OF GRADING PRIOR TO PLACEMENT OF FILL MATERIAL AND REDISTRIBUTED WITH THE TOPSOIL. A STRIPPING DEPTH OF 6" IS ANTICIPATED ON THIS SITE.
9.

SUFFICIENT TOPSOIL SHOULD BE SALVAGED AND STOCKPILED BY THE CONTRACTOR FOR RE-SPREADING IN PERMANENT PLANTING AREAS, INCLUDING PARKING LOT ISLANDS AND GREEN SPACES. STOCKPILING AND RE-SPREADING OF TOPSOIL IS NOT A SEPARATE BID ITEM, BUT SHALL BE CONSIDERED SUBSIDIARY TO THE SITE GRADING.
10.

TOPSOIL SALVAGED AS PART OF THE EXCAVATION SHALL BE PLACED TO A MINIMUM DEPTH OF 6 INCHES OVER ALL AREAS DISTURBED BY THE WORK. LARGE STONES, STICKS AND LUMPS SHALL BE REMOVED OR BROKEN UP, AND THE TOPSOIL SHALL BE LEVELED AND RAKED TO MATCH ADJACENT GRADES, READY FOR SEEDING. ANY ROCK OR SAND FROM PAVING ACTIVITIES SHALL BE REMOVED PRIOR TO PLACEMENT OF TOPSOIL. ALL EXCESS SOILS, NOT RE-SPREAD WITHIN THE PROJECT LIMITS, SHALL BE REMOVED BY THE CONTRACTOR.
11.

THE CONTRACTOR SHALL FINISH GRADE SLOPES AS SHOWN NO STEEPER THAN ONE FOOT VERTICAL IN 3 FEET HORIZONTAL.
12.

CONTRACTOR SHALL GRADE ALL LOW SPOTS TO DRAIN, AND SHALL FOLLOW THE DRAINAGE ARROWS SHOWN ON THE PLANS. THE FINAL GRADED SITE SHALL NOT HOLD WATER IN ANY AREAS, ANY AREAS THAT HOLD WATER SHALL BE CORRECTED BY THE CONTRACTOR EITHER DURING CONSTRUCTION OR WITHIN THE CORRECTION PERIOD OF THE CONTRACT.
13.

THE CONTRACTOR SHALL COORDINATE WITH THE OWNER AND THE ENGINEER METHODS TO VERIFY POSITIVE DRAINAGE.
14.

CONTRACTOR SHALL GRADE TO CONTOURS SHOWN IN GREENSPACES.
15.

AT THE COMPLETION OF GRADING, THE CONTRACTOR SHALL REMOVE ANY EXCESS EXCAVATION FROM THE SITE TO THE PROPERTY DIRECTLY ADJACENT TO THE NORTH AND STOCKPILED ON THE SOUTHERN MOST EDGE OF THAT PROPERTY.
16.

THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS PRIOR TO COMMENCING CONSTRUCTION.
17.

CONTRACTOR IS RESPONSIBLE FOR ALL TRAFFIC CONTROL AND SAFETY MEASURES, IF NECESSARY.
18.

ANY GEOTECHNICAL/TESTING REPORTS SOLICITED BY THE CONTRACTOR SHALL BE SUBMITTED TO THE OWNER AND THE ENGINEER.

REMOVAL NOTES

1.

ALL MATERIAL REMOVED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAUL OFF SITE, IF NECESSARY AND DISPOSE OF, UNLESS CALLED OUT SPECIFICALLY IN THE PLANS OR SPECIFICATIONS.
2.

ALL EXISTING SIGNS TO BE REMOVED AND SALVAGED TO THE CITY BY THE CONTRACTOR.
3.

ANY EXISTING PAVEMENT OR MATERIAL THAT IS NOT TO BE REMOVED, BUT IS DAMAGED BY THE CONTRACTOR, SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE CITY ENGINEER.
4.

CONTRACTOR MUST GIVE 48 HOURS NOTICE PRIOR TO REMOVALS TO THE CITY ENGINEER.
5.

REMOVAL LIMITS SHALL BE MARKED BY THE ENGINEER PRIOR TO REMOVAL WORK.



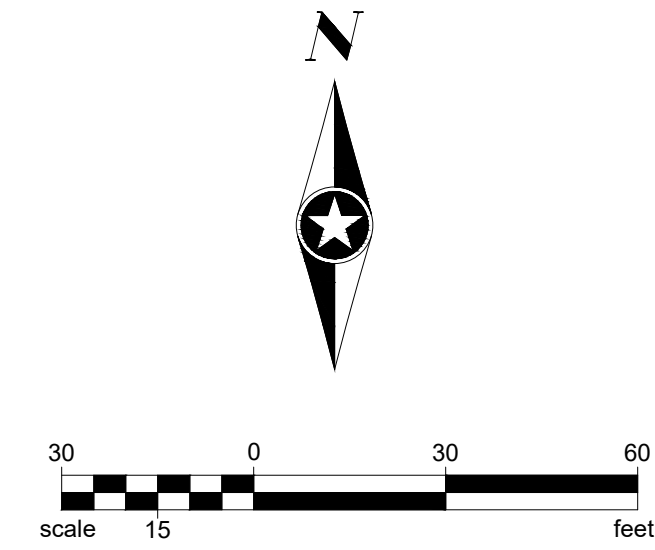
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REMOVAL NOTES:

1. CONTRACTOR TO FIELD VERIFY LOCATION/ DEPTH OF EXISTING UTILITY CROSSINGS.

LEGEND

- REMOVE ASPHALT (1,120 SY)
- REMOVE CONCRETE (627 SF)
- REMOVE DRIVEWAY (690 SF)



REMOVE EXISTING FORCE MAIN PIPE, SEE UTILITY PLAN

PROTECT EXISTING WATER LINE

PROTECT EXISTING GAS LINE

PROTECT EXISTING GAS LINE

PROTECT EXISTING STORM LINE

PROTECT EXISTING WATER LINE

PROTECT EXISTING GAS LINE

PROTECT EXISTING WATER LINE

PROTECT EXISTING GAS LINE

PROTECT EXISTING GAS LINE

PROTECT EXISTING POWER POLE
EXISTING LIFT STATION SITE AND APPURTENANCES
SHALL BE DECONSTRUCTED AFTER CUT OVER

CONTRACTOR SHALL VAC EXISTING WET WELL AND VERIFY
EXACT INVERT ELEVATIONS OF CONNECTING GRAVITY PIPES,
PRIOR TO PROJECT START

EXISTING WET WELL TO BE FILLED WITH SAND, AND NEW
CONCRETE FLOOD POURED 12" THICK WITH 6" C/C NO. 5 BAR
REINFORCING (EPOXY COATED)

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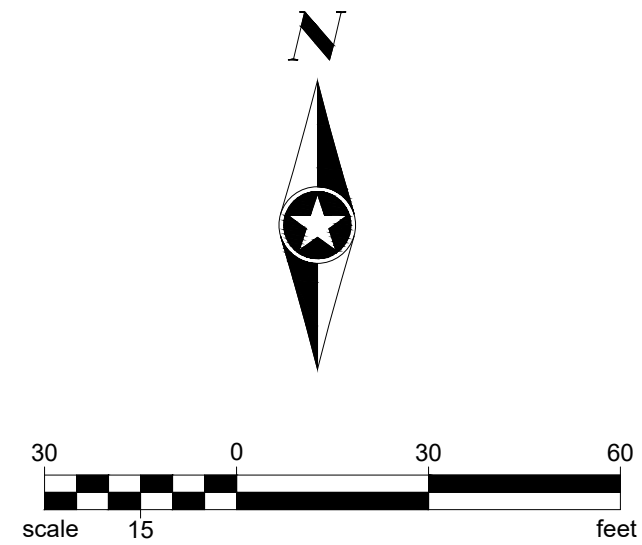
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ABILENE AVE LIFT STATION
IMPROVEMENTS
VALLEY CENTER, KANSAS

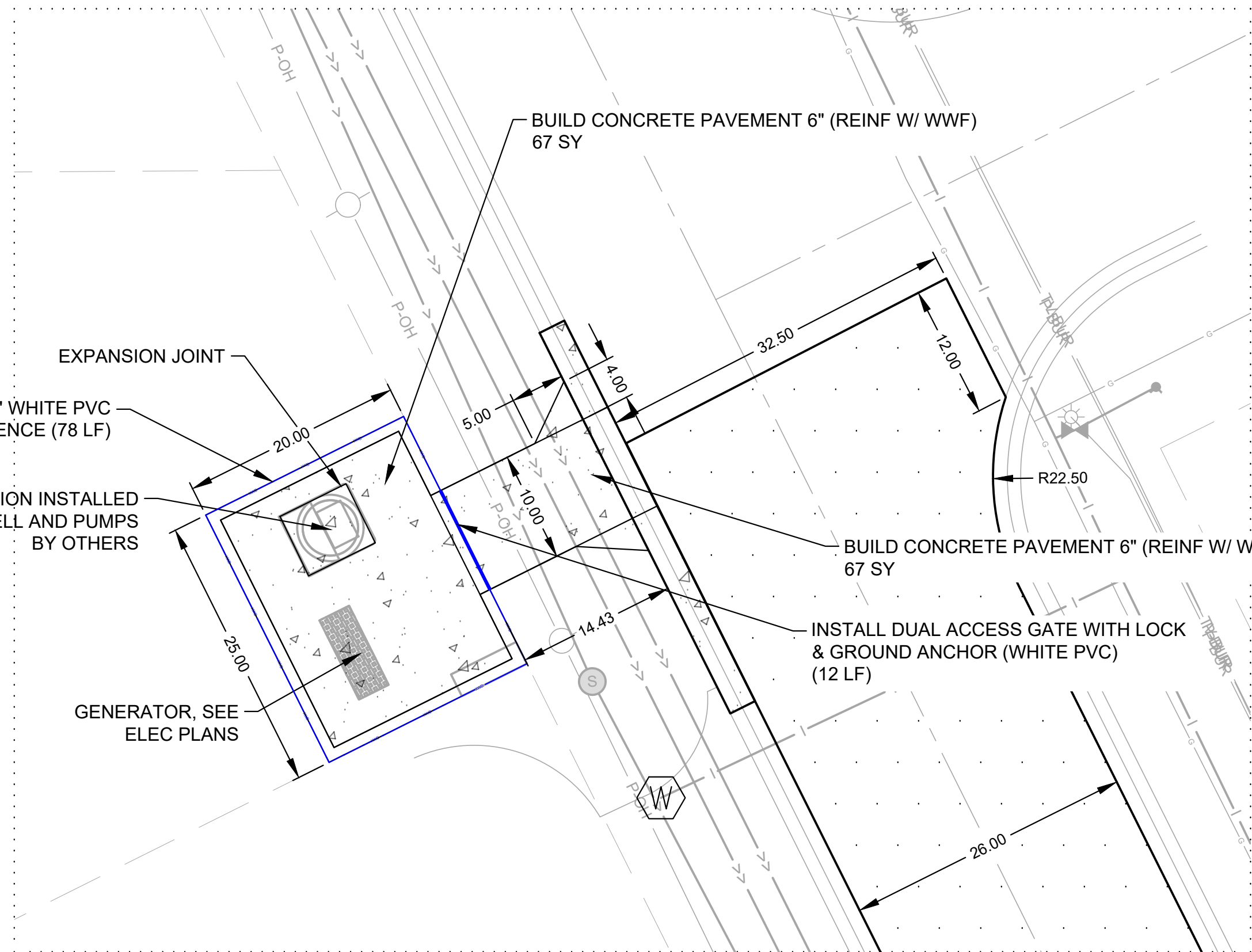
ABILENE LIFT STATION IMPROVEMENTS
REMOVAL PLAN





-  CONSTRUCT ASPHALT (1,120 SY)
 -  CONSTRUCT DRIVEWAY (601 SF)

1. ALL ELEVATIONS ARE TOP OF PAVEMENT UNLESS NOTED OTHERWISE (I.E. TC=TOP OF CURB)
2. CONTRACTOR SHALL SUBMIT A CONCRETE PAVEMENT JOINTING PLAN FOR APPROVAL.
3. RETURN THE EXISTING ASPHALT AND CONCRETE PAVEMENT TO PREVIOUS CONDITIONS.
4. ROADWAY ELEVATIONS SHALL MATCH PRE-EXISTING ELEVATIONS AND DRIVEWAY CONNECTIONS.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF SOD AND IRRIGATION, IF DAMAGED BY CONSTRUCTION ACTIVITY. THIS SHALL BE PAID FOR AS A LUMP SUM BID ITEM 'SITE RESTORATION'.
6. CONTRACTOR SHALL NOTIFY RESIDENTS WITH ONE WEEK ADVANCE TO ANY ROAD CLOSURES OR ACCESS RESTRICTIONS. CONTRACTOR TO PROVIDE BARRICADES DURING CONSTRUCTION AT EACH END OF THE STREET/UTILITY WORK WITH 'ROAD CLOSED' SIGNS AT THE EDGE OF THE LIMITS OF CONSTRUCTION, AND 'ROAD CLOSED AHEAD SIGNS 200' IN ADVANCE OF THE CONSTRUCTION LIMITS IN ALL DIRECTIONS. CONTRACTOR MAY COMPLETELY CLOSE THE STREET TO TRAFFIC DURING STREET/UTILITY WORK IN ABILENE AVENUE. CONTRACTOR SHALL KEEP ONE LANE OF TRAFFIC OPEN DURING UTILITY WORK ON THE EXISTING AND PROPOSED LIFT STATION SITES.

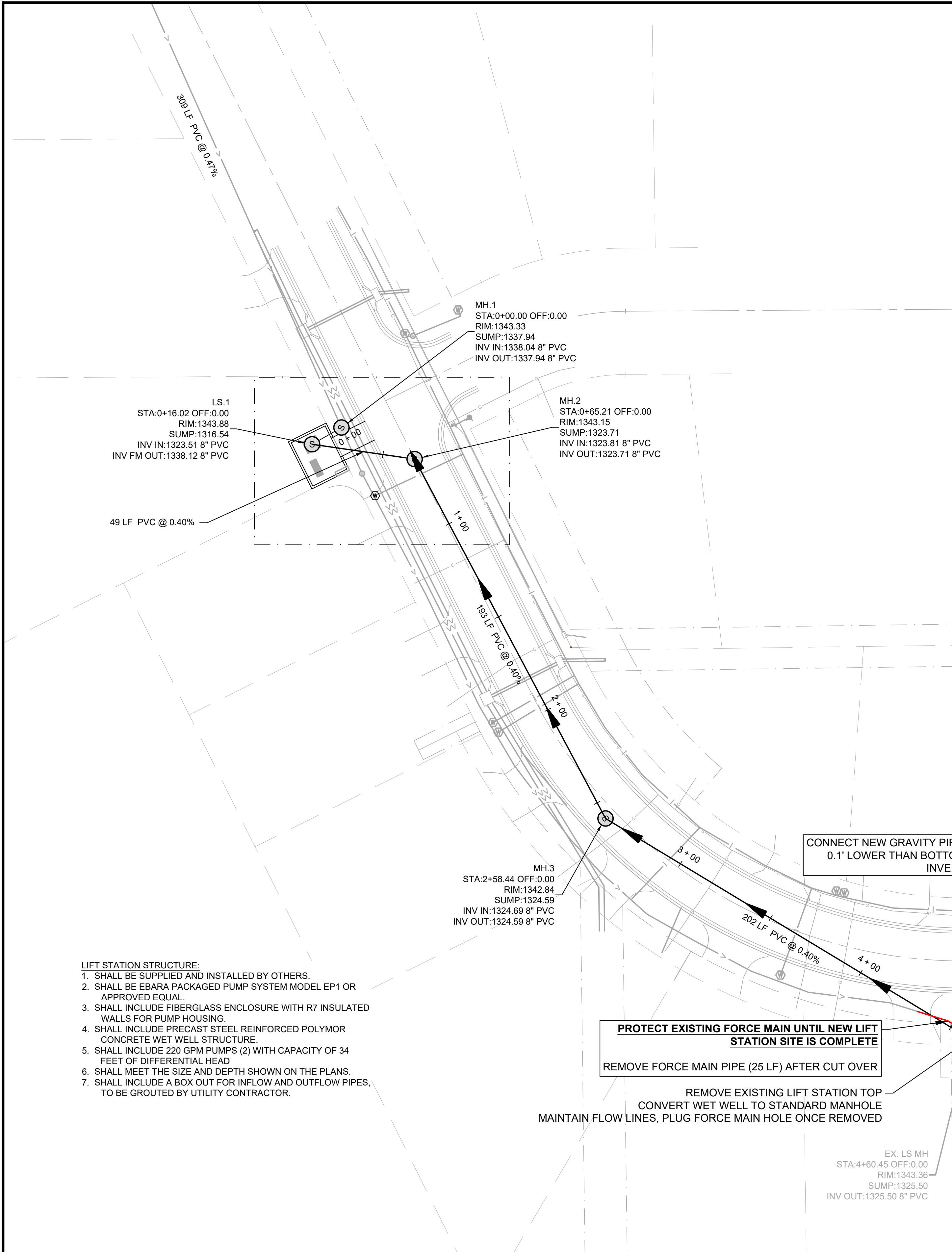


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ABILENE AVE LIFT STATION IMPROVEMENTS VALLEY CENTER, KANSAS

ABILENE LIFT STATION IMPROVEMENTS SITE PLAN



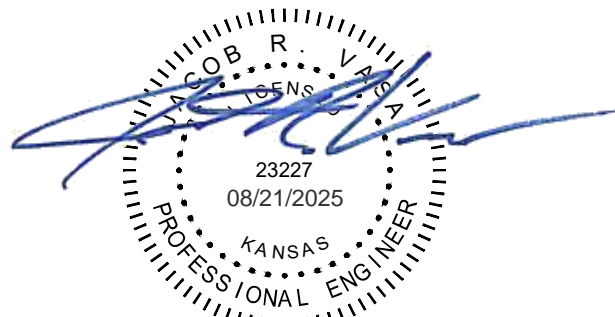
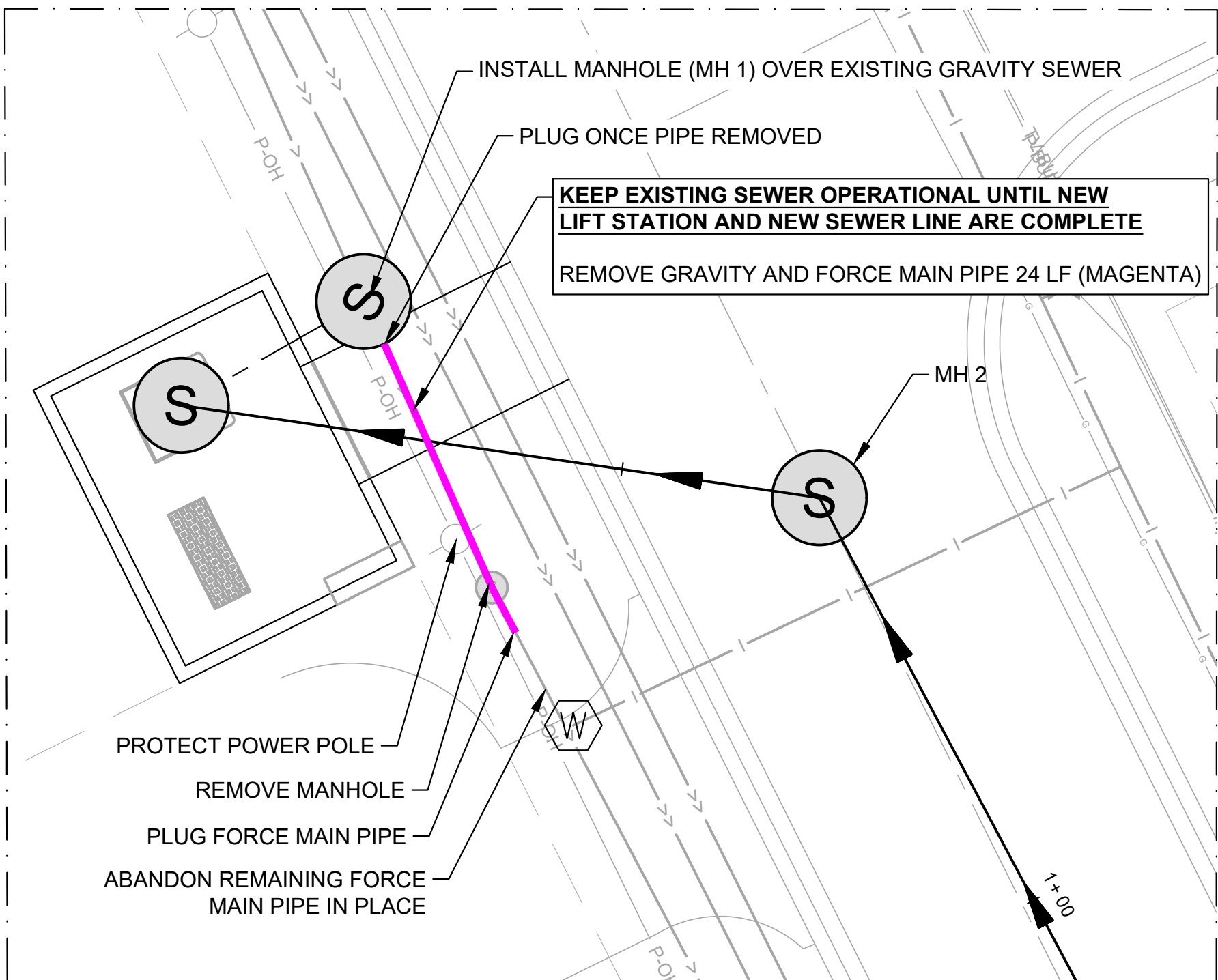
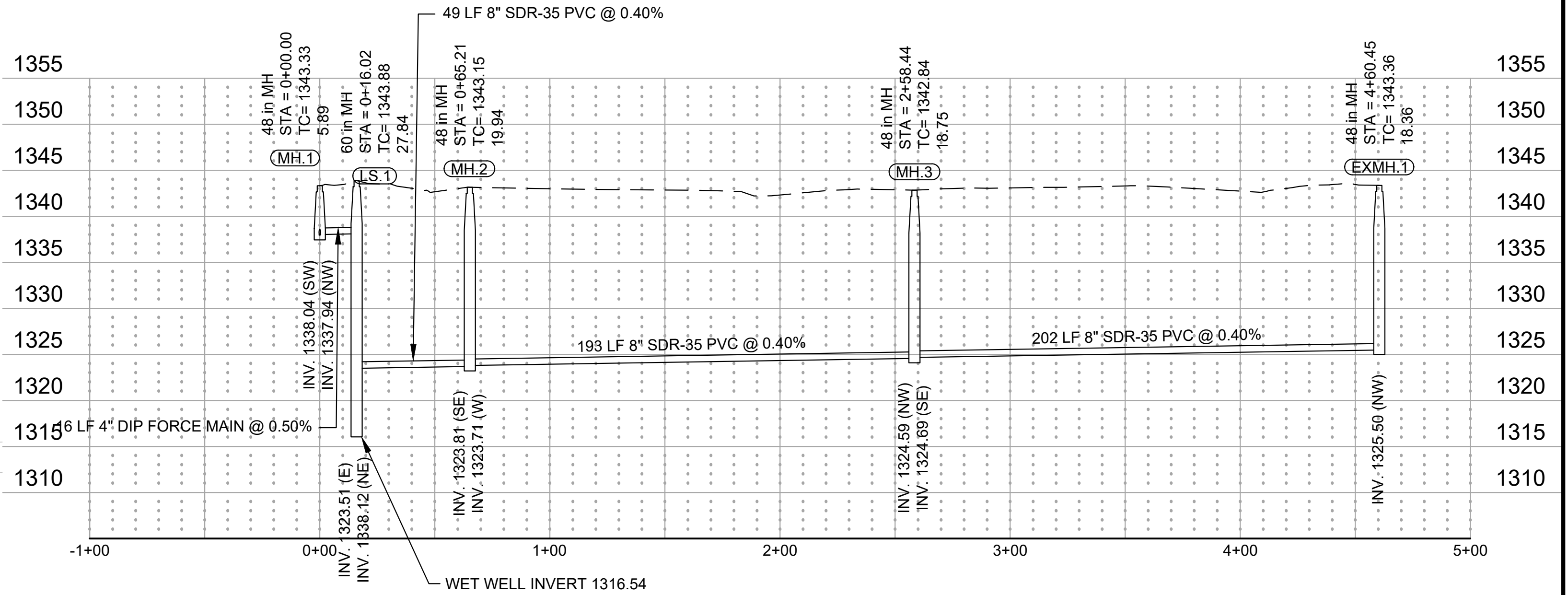
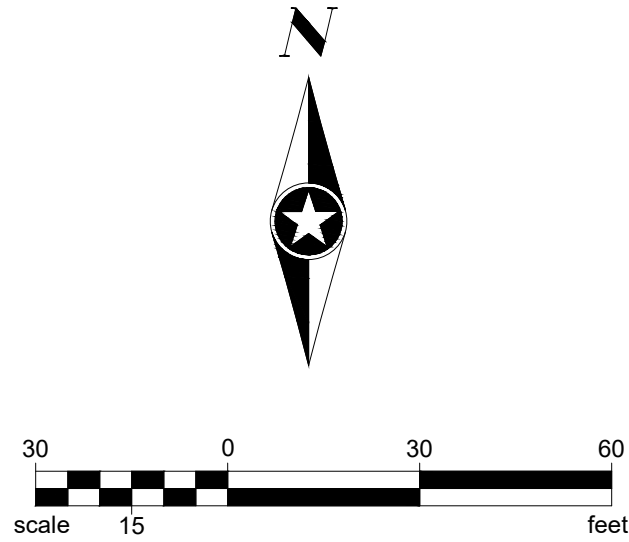
- LIFT STATION STRUCTURE:**
1. SHALL BE SUPPLIED AND INSTALLED BY OTHERS.
 2. SHALL BE EBARA PACKAGED PUMP SYSTEM MODEL EP1 OR APPROVED EQUAL.
 3. SHALL INCLUDE FIBERGLASS ENCLOSURE WITH R7 INSULATED WALLS FOR PUMP HOUSING.
 4. SHALL INCLUDE PRECAST STEEL REINFORCED POLYMOR CONCRETE WET WELL STRUCTURE.
 5. SHALL INCLUDE 220 GPM PUMPS (2) WITH CAPACITY OF 34 FEET OF DIFFERENTIAL HEAD
 6. SHALL MEET THE SIZE AND DEPTH SHOWN ON THE PLANS.
 7. SHALL INCLUDE A BOX OUT FOR INFLOW AND OUTFLOW PIPES, TO BE GROUTED BY UTILITY CONTRACTOR.

PROTECT EXISTING FORCE MAIN UNTIL NEW LIFT STATION SITE IS COMPLETE
REMOVE FORCE MAIN PIPE (25 LF) AFTER CUT OVER

REMOVE EXISTING LIFT STATION TOP
CONVERT WET WELL TO STANDARD MANHOLE
MAINTAIN FLOW LINES, PLUG FORCE MAIN HOLE ONCE REMOVED

EX. LS MH
STA:4+60.45 OFF:0.00
RIM:1343.36
SUMP:1325.50
INV OUT:1325.50 8" PVC

- PHASING ORDER:**
1. INSTALL MH1 OVER EXISTING GRAVITY PIPE AND FORCE MAIN SEGMENT TO NEW LIFT STATION.
 2. INSTALL NEW LIFT STATION AND APPURTENANCES WITH GRAVITY PIPE UP TO MH2. STUB 10' FROM MH TO THE SE, INSTALL TEMP PLUG. REPAIR PAVEMENT AT INTERSECTION.
 3. ONCE NEW LIFT STATION IS OPERATIONAL, FINISH INSTALLATION OF NEW GRAVITY MAIN UP TO CONNECTION AT OLD LIFT STATION STRUCTURE. REPAIR ROAD PAVEMENT AND RESTORE ACCESS.
 4. REMOVE OLD LIFT STATION STRUCTURE TOP AND VAC OUT WET WELL. TEMP PLUG CONNECTIONS TO STRUCTURE. CORE AND CONNECT NEW GRAVITY PIPE, VERIFY INVERT ELEVATIONS. REMOVE TEMP PLUGS. CONVERT EXISTING STRUCTURE TO STANDARD MANHOLE.
 5. AFTER OPERATION VERIFICATION; CUT, REMOVE, AND ABANDON FORCE MAIN PIPE AS SHOWN BELOW. PLUG MANHOLE ENTRANCES AS NECESSARY.



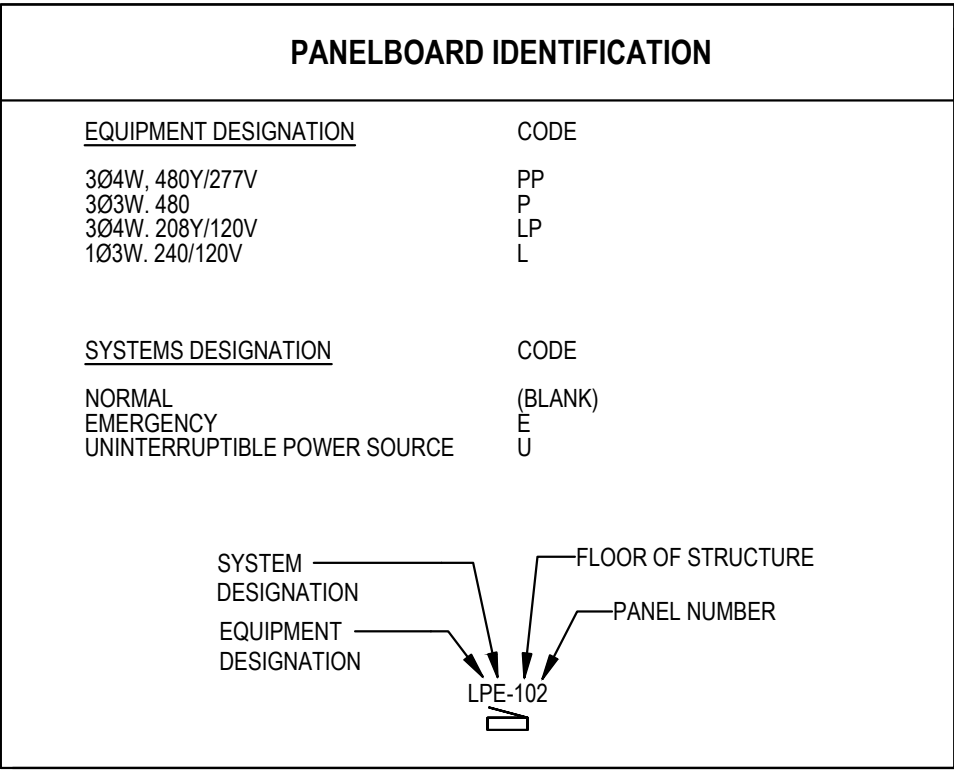
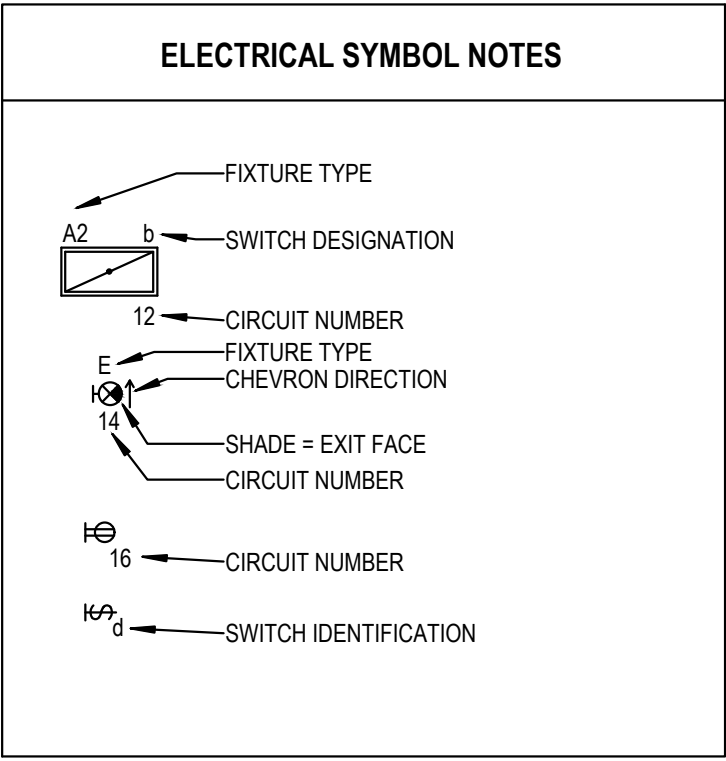
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**ABILENE AVE LIFT STATION
IMPROVEMENTS**
VALLEY CENTER, KANSAS

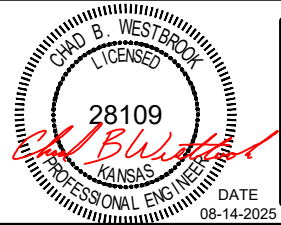
**ABILENE LIFT STATION IMPROVEMENTS
UTILITY PLAN**

ELECTRICAL SYMBOL LEGEND			
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
LIGHTING		POWER	
	SURFACE LIGHT (TYPE DENOTED)		SINGLE RECEPT.
	WALL MOUNTED FLOODLIGHT (TYPE DENOTED)		DUPLEX RECEPT.
	RECESSED LIGHT (TYPE DENOTED)		SPLIT DUPLEX RECEPT.
	POLE MOUNTED LIGHT (TYPE DENOTED)		ISOLATED GROUND RECEPT (DUPLEX SHOWN)
	POLE MOUNTED FLOODLIGHT (TYPE DENOTED)		RECEPT ON EMERGENCY CKT (DUPLEX SHOWN)
	SURFACE LINEAR LIGHT (TYPE DENOTED)		QUADPLEX RECEPT.
	SUSPENDED OR PENDANT LIGHT (TYPE DENOTED)		QUADRAPLEX PLEX RECEPTACLE ON EMERGENCY CIRCUIT
	RECESSED LINEAR LIGHT (TYPE DENOTED)		FLOOR RECEPT. (DUPLEX SHOWN)
	STRIP LIGHT (TYPE DENOTED)		RECEPT ON DROP CORD (DUPLEX SHOWN)
	TRACK AND TRACK LIGHT (TYPES DENOTED)		RECEPT ON CORD REEL (DUPLEX SHOWN)
	EMERGENCY BATTERY LIGHT (TYPE DENOTED)		SPECIAL RECEPT. OR CONN. (SEE SCHEDULE)
	EXIT SIGN (TYPE DENOTED)		JUNCTION BOX (WALL MOUNTED)
	LIGHT FIXTURE ON EMERGENCY CIRCUIT		JUNCTION BOX (FLOOR MOUNTED)
	SINGLE POLE SW.		HALFTONE SYMBOL INDICATES EXISTING
	2 POLE SINGLE THROW SW.		DASHED SYMBOL INDICATES REMOVED
	3-WAY SW.		MULTIOUTLET ASSEMBLY (TYPE DENOTED)
	4-WAY SW.		POWER POLE (OPEN OFFICE STYLE)
	KEYED SW.		STATIC GROUND RECEPTACLE (TYPE DENOTED)
	SW. W/PILOT		LIGHTNING PROTECTION AIR TERMINAL
	DIMMER SWITCH		GROUND ROD (PLAN VIEW)
	OCCUPANCY SENSOR SWITCH		UTILITY SERVICE POWER POLE (SITE)
	MANUAL MOTOR STARTER SWITCH		CIRCUIT BREAKER PANEL
	WEATHER PROOF SWITCH		POWER OR DISTRIBUTION PANEL
	TIMER SWITCH		TRANSFORMER (TYPE DENOTED)
	MOMENTARY CONTACT SWITCH		MOTOR (SEE SCHEDULE)
	TIME DELAY SWITCH		COMB. MOTOR STARTER (FUSED)
	OCCUPANCY SENSOR - TYPE DENOTED		SAFETY DISC. SW. (NON-FUSED)
	LIGHT LEVEL SENSOR - TYPE DENOTED		SAFETY DISC. SW. (FUSED)
	PHOTOCELL		
SYSTEMS		SECURITY	
	TELEPHONE OUTLET (TYPE DENOTED)		CARD READER
	INFORMATION OUTLET (TYPE DENOTED)		DOOR CONTACT
	COMBINATION TELEPHONE/DATA OUTLET		MOTION DETECTOR
	WIRELESS ACCESS POINT		CCTV
	CLOCK (TYPE DENOTED)		CCTV-PTZ
		INSTRUMENTATION	
			XX = PS (PRESSURE SWITCH)
			SV (SOLENOID VALVE)
			LS (LIMIT SWITCH)
			L (FLOAT SWITCH)
			FS (FLOW SWITCH)
			FD (FLOOR FLOOD FLOAT SWITCH)
			T (THERMOSTAT)
			MV (MOTORIZED VALVE)
			XX = PT (PRESSURE TRANSMITTER)
			LT (LEVEL TRANSMITTER)
			LE (LEVEL ELEMENT)
			FT (FLOW TRANSMITTER)
			FM (FLOW METER ELEMENT)
			TT (TEMPERATURE TRANSMITTER)
			AT (ANALYZER)
			AE (ANALYZER ELEMENT)
			MV (MODULATING MOTORIZED VALVE)
		WIRING AND GROUNDING	
			CONDUIT EXPOSED
			CONDUIT CONCEALED
			CONDUIT CAPPED
			CONDUIT CONTINUED
			GROUND CONDUCTOR
			OVERHEAD ELECTRICAL LINE
			DIRECT BURIED CONDUIT



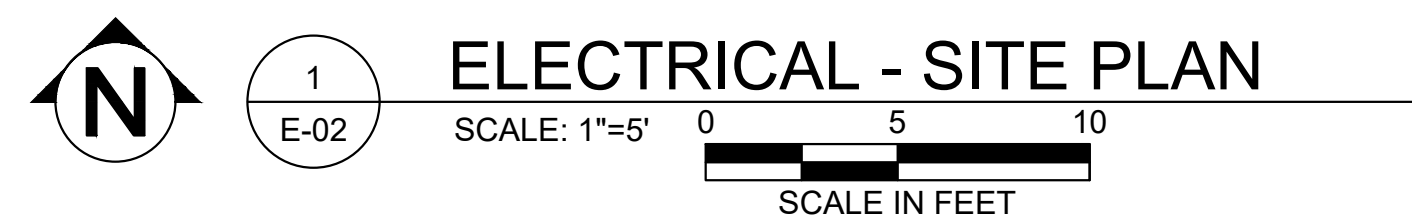
ELECTRICAL ABBREVIATIONS LIST					
1P	1 POLE (2P, 3P, 4P, ETC.)	CTR	CENTER	HT	HEIGHT
A	AMPERE	CU	COPPER	HTG	HEATING
AC	ABOVE COUNTER OR AIR	DCP	DOMESTIC WATER CIRCULATING PUMP	HTR	HEATER
	CONDITIONER	DEPT	DEPARTMENT	HV	HIGH VOLTAGE
ACLG	ABOVE CEILING	DET	DETAIL	HVAC	HEATING, VENTILATING AND AIR
ADO	AUTOMATIC DOOR OPENER	DIA	DIAMETER		CONDITIONING
AF	AMP FRAME	DISC	DISCONNECT	HWP	HYDRONIC WATER PUMP
AFF	ABOVE FINISHED FLOOR	DIST	DISTRIBUTION	IC	INTERRUPTING CAPACITY
AFG	ABOVE FINISHED GRADE	DN	DOWN	IG	ISOLATED GROUND
AFI	ARC FAULT CIRCUIT	DPR	DAMPER	IMC	INTERMEDIATE METAL CONDUIT
	INTERRUPTER	DS	SAFETY DISCONNECT SWITCH	INCAND	INCANDESCENT
AHU	AIR HANDLING UNIT	DT	DOUBLE THROW	IR	INFRARED
AL	ALUMINUM	DWG	DRAWING	IW	INTERLOCK WITH
ALT	ALTERNATE	EC	ELECTRICAL CONTRACTOR	J-BOX	JUNCTION BOX
AMP	AMPERE	ELEC	ELECTRIC, ELECTRICAL	KV	KILOVOLT
AMPL	AMPLIFIER	ELEV	ELEVATOR	KVA	KILOVOLT-AMPERE
ANNUN	ANNUNCIATOR	EM	EMERGENCY	KVAR	KILOVOLT-AMPERE REACTIVE
APPROX	APPROXIMATELY	EMS	ENERGY MANAGEMENT SYSTEM	KW	KILOWATT
AQ-STAT	AQUASTAT	EMT	ELECTRICAL METALLIC TUBING	KWH	KILOWATT HOUR
ARCH	ARCHITECT, ARCHITECTURAL	EP	ELECTRIC PNEUMATIC	LOC	LOCATE OR LOCATION
AS	AMP SWITCH	EQUIP	EQUIPMENT	LT	LIGHT
AT	AMP TRIP	EW	ELECTRIC WATER COOLER	LTG	LIGHTING
ATS	AUTOMATIC TRANSFER SWITCH	EXIST	EXISTING	LTNG	LIGHTNING
AUTO	AUTOMATIC	EXH	EXHAUST	LV	LOW VOLTAGE
AUX	AUXILIARY	EXP	EXPLOSION PROOF	MAX	MAXIMUM
AV	AUDIO VISUAL	FA	FIRE ALARM	MAG.S	MAGNETIC STARTER
AWG	AMERICAN WIRE GAUGE	FABP	FIRE ALARM BOOSTER POWER	MIC	MOMENTARY CONTACT
BATT	BATTERY		SUPPLY PANEL	MC	MECHANICAL CONTRACTOR
BD	BOARD	FACP	FIRE ALARM CONTROL PANEL	MCB	MAIN CIRCUIT BREAKER
BLDG	BUILDING	FCU	FAN COIL UNIT	MCC	MOTOR CONTROL CENTER
BMS	BUILDING MANAGEMENT SYSTEM	FIXT	FIXTURE	MDC	MAIN DISTRIBUTION CENTER
C	CONDUIT	FLR	FLOOR	MDP	MAIN DISTRIBUTION PANEL
CAB	CABINET	FLUOR	FLUORESCENT	MFR	MANUFACTURER
CAT	CATALOG	FU	FUSE	MFS	MAIN FUSED DISCONNECT SWITCH
CATV	CABLE TELEVISION	FJDS	FUSED SAFETY DISCONNECT SWITCH	MH	MANHOLE
CB	CIRCUIT BREAKER	GA	GAUGE	MIC	MICROPHONE
CCTV	CLOSED CIRCUIT TELEVISION	GAL	GALLON	MIN	MINIMUM
CKT	CIRCUIT	GALV	GALVANIZED	MISC	MISCELLANEOUS
CLG	CEILING	GC	GENERAL CONTRACTOR	MLO	MAIN LUGS ONLY
COMB	COMBINATION	GEN	GENERATOR	MMS	MANUAL MOTOR STARTER
CMPR	COMPRESSOR	GFI	GROUND FAULT CIRCUIT INTERRUPTER	MOA	MULTIOUTLET ASSEMBLY
CONN	CONNECTION	GFP	GROUND FAULT PROTECTOR	MSP	MOTOR STARTER PANELBOARD
CONST	CONSTRUCTION	GND	GROUND	MSBD	MAIN SWITCHBOARD
CONT	CONTINUATION OR CONTINUOUS	GRS	GALVANIZED RIGID STEEL (CONDUIT)	MT	MOUNT
CONTR	CONTRACTOR	GYP BD	GYP SUM BOARD	MT.C	EMPTY CONDUIT
CONV	CONVECTOR	HOA	HANDS-OFF-AUTOMATIC SWITCH	MTS	MANUAL TRANSFER SWITCH
CP	CIRCULATING PUMP	HORIZ	HORIZONTAL	MTR	MOTOR, MOTORIZED
CRT	CATHODE-RAY TUBE	HP	HORSEPOWER	N.C.	NORMALLY CLOSED
CT	CURRENT TRANSFORMER	HPF	HIGH POWER FACTOR	NEC	NATIONAL ELECTRICAL CODE

SEH Project	VALCT184780	Rev. #	Plan Revision Issue Description	Date
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Designed By	TKH			
Checked By	JPC			

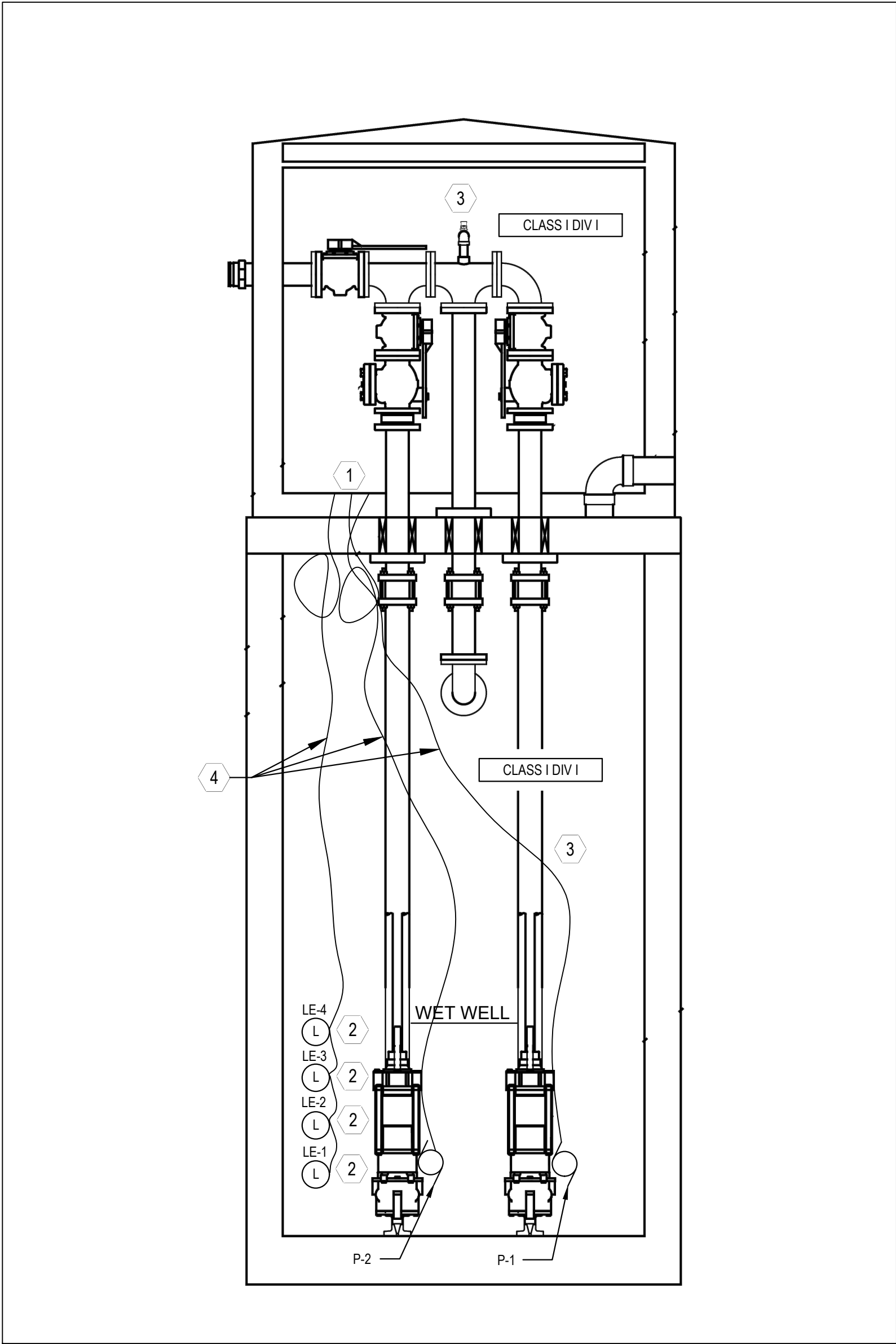


ABILENE AVE LIFT STATION
IMPROVEMENTS
VALLEY CENTER, KANSAS

GENERAL ELECTRICAL SYMBOLS &
ABBREVIATIONS



- KEYNOTES:** ○
1. SERVICE RATED NEMA 3R ATS. SEE ONE-LINE ON SHEET E-04 FOR ADDITIONAL INFORMATION.
 2. UTILITY METER. COORDINATE INSTALLATION WITH THE LOCAL UTILITY.
 3. LIFT STATION CONTROL PANEL PROVIDE BY LIFT STATION SUPPLIER.
 4. 50KW DIESEL GENERATOR. SEE ONE-LINE ON SHEET E-04 FOR ADDITIONAL INFORMATION.
 5. PROVIDE RIDGED ELBOWS AND CONDUIT WHEN STUBBING UP THROUGH THE EARTH.
 6. ELECTRICAL EQUIPMENT MOUNTING RACK. REFER TO DETAIL 2/E-02 FOR ADDITIONAL INFORMATION.
 7. DISCONNECT AND PROTECT EXISTING SCADA PANEL FROM EXISTING LIFT STATION. REUSE EXISTING SCADA CONTROL PANEL MADE AVAILABLE BY DEMOLITION. MOUNT PANEL AS SHOWN AND PROVIDE CONNECTIONS AS SHOWN ON THE ONE LINE DIAGRAMS ON SHEET E-04. COORDINATE SCADA CONTROL PANEL RELOCATION WITH INTEGRATOR. SEE 40 90 10.



1
E-03
PUMP STATION ELEVATION
SCALE: NO SCALE

ENGINE-GENERATOR SET

1

2

4

3

KEYNOTES:

1. BOND TO FRAME GROUNDING POINT AND GENERATOR GROUND BUS.
2. SIZE GROUNDING CONDUCTORS PER NEC.
3. GROUND ROD (TYP). EXOTHERMIC WELD ALL CONNECTIONS OF CONDUCTORS TO GROUND RODS.
4. TO SERVICE GROUND POINT. SIZE PER NEC TABLE 250.66.

2
E-03
GENERATOR GROUND

NO SCALE

MAIN SERVICE DISCONNECT

1

2

3

4

KEYNOTES:

1. BONDING CONDUCTOR TO EXTERIOR ELECTRICAL PANELS, EXTERIOR ANTENNAS, EXTERIOR EXPOSED PIPE.
2. CONNECTION TO METAL WATER PIPE, (IF AVAILABLE).
3. SIZE GROUNDING CONDUCTORS PER NEC.
4. 3/4" X 10' GROUND ROD THE ARE AT LEAST 10' APART.

3
E-03
PUMP STATION GROUND

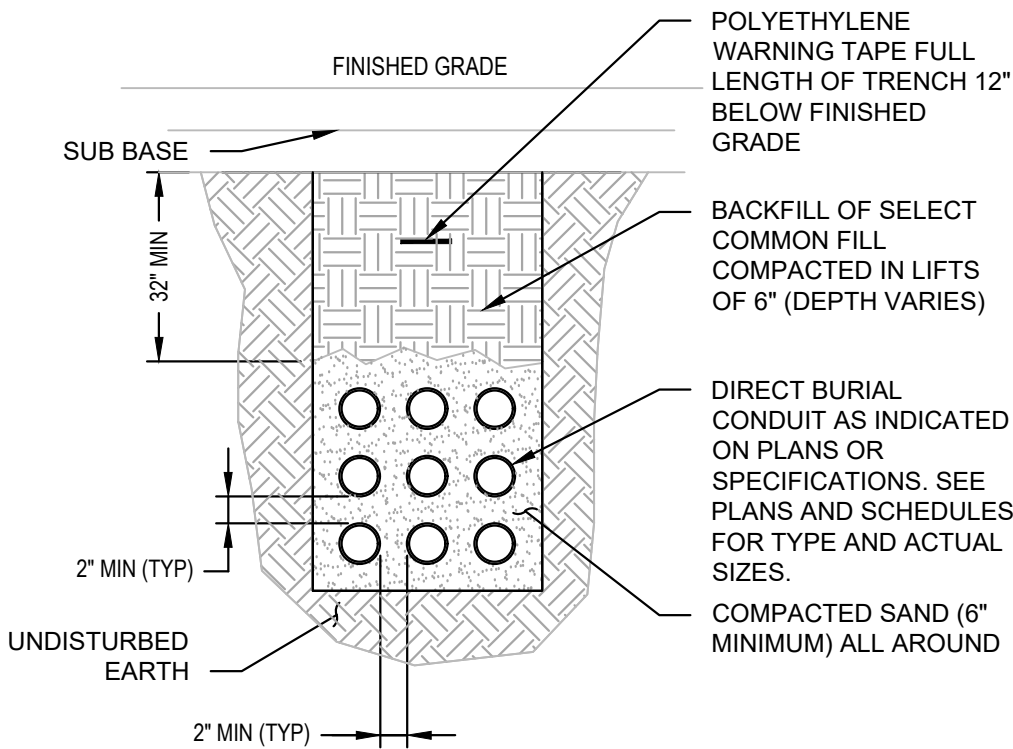
NO SCALE

GENERAL NOTES:

1. REFER TO SITE PLAN SHEET E-02 FOR LOCATIONS AND ORIENTATION.
2. PROVIDE SEAL OFF FITTINGS ON ALL CONDUIT CROSSING A CLASSIFIED BOUNDARY.
3. CONTRACTOR SHALL HANG AND SECURE ALL LEVEL DEVICES POWER CORDS TO INSURE INFLUENT FLOW DOES NOT INTERFERE WITH TRANSMITTER OPERATION OR PUMP REMOVAL.
4. FIELD COORDINATE THE EXACT LOCATION OF THE CONTROL PANEL, ALL CONDUIT ROUTING, AND WIRING REQUIREMENTS ON SITE DURING CONSTRUCTION.

KEYNOTES:

1. ROUTE CABLES THROUGH MANUFACTURER SUPPLIED CABLE PLATE.
2. INSTALL LEVEL FLOAT SWITCHES IN LOCATION WHERE SUSPENDED HOOKS, CABLES, AND CONDUIT ENDS ARE ALL ACCESSIBLE FROM THE WET WELL HATCH WITHOUT ENTERING THE WET WELL. FLOAT SWITCH GROUND CONDUCTOR SHALL BE SOLIDLY GROUNDED.
3. CL. 1, DIV. 1 HAZARDOUS ENVELOPE 3-FOOT RADIUS AROUND VENT AND HATCH OPENINGS AND CL. 1, DIV. 2 OUT TO 5-FOOT RADIUS AROUND VENT OPENING. CL.1, DIV. 1 LOCATION INSIDE WET WELL AND ENCLOSURE.
4. MANUFACTURER SUPPLIED CABLES, CONTRACTOR INSTALLED.

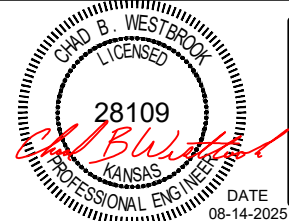


4
E-03
DIRECT BURIAL CONDUIT

NO SCALE

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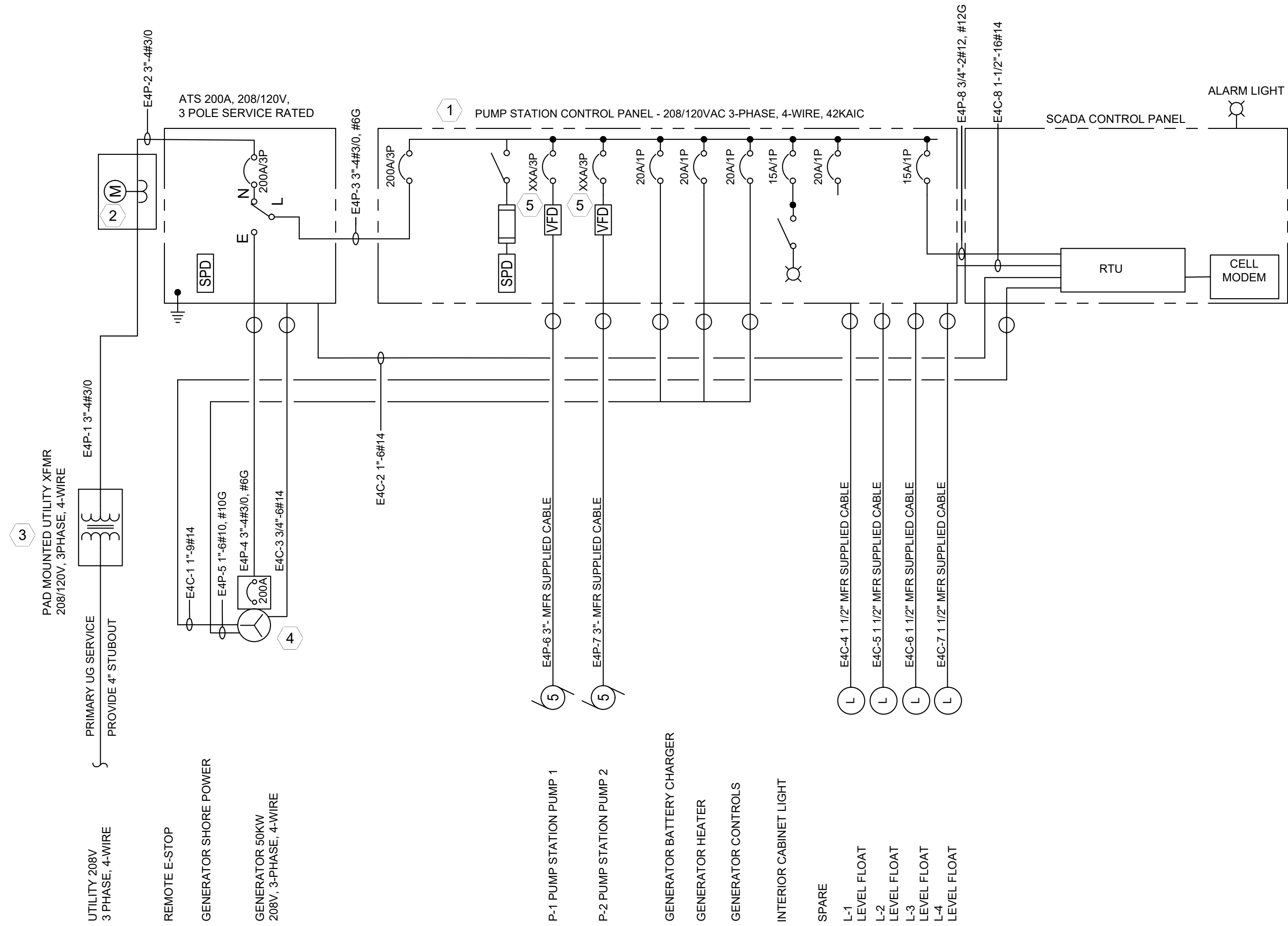


ABILENE AVE LIFT STATION
IMPROVEMENTS
VALLEY CENTER, KANSAS

ELECTRICAL PUMP STATION PLAN & ELEVATION

E-03
of 9

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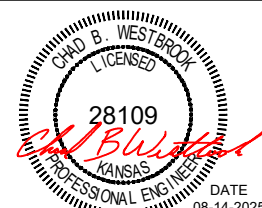


1
E-04
CONTROL PANEL ONE-LINE DIAGRAM
NO SCALE

KEY NOTES:

1. CONTRACTOR SHALL CONTACT UTILITY AND PROVIDE ARC FLASH AND AVAILABLE FAULT CURRENT LABELING ON EQUIPMENT PER NEC 110.16 AND 110.24.
2. PROVIDE METER SOCKET PER POWER COMPANY REQUIREMENTS. SEE SECTION 26 00 00.
3. ELECTRICAL CONTRACTOR SHALL COORDINATE UTILITY WORK. SEE SECTION 26 00 00.
4. PROVIDE E-STOP ON EXTERIOR OF GENERATOR ENCLOSURE AND ON INNER DOOR OF CONTROL PANEL. GENERATOR FURNISHED BY OWNER AND INSTALLED BY CONTRACTOR. CONFIRM WIRE SIZE WITH GENERATOR BREAKER.
5. CIRCUIT BREAKER SIZED PER MANUFACTURERS RECOMMENDATION.

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ABILENE AVE LIFT STATION
IMPROVEMENTS
VALLEY CENTER, KANSAS

ELECTRICAL ONE-LINE DIAGRAM



Quotation

To:	Valley Center KS.	Date:	July 7th, 2025
ATTN:	Rodney Eggleston	Quotation No.	24.01.19-MM01
		Revision:	1
Project Name:	Valley Center, KS EP1	Bid Date:	TBD

Gentlemen:

Ray Lindsey Company respectfully submits for your consideration this proposal for equipment described herein for the Duplex Above Ground Pump Station.

Should you have any questions please contact:

Joe Augustyn - Territory Sales Manager
Ray Lindsey Company
17221 Bel Ray Place
Belton, MO. 64012

Phone: 913-558-7178
Office 816-388-7440

Valley Center, KS EP1

SCOPE OF SUPPLY

DUPLEX EP14-100DLMKFMU62.22 ABOVE GROUND VALVE MECHANICAL PACKAGE

- 2 each Ebara model 100DLMKFMU62.22 submersible sewage pumps equipped with FM Explosion Proof Class 1 Division 1 Groups C and D with 5 hp, 3/60/208-230V submersible motors with 33' power & sensor cables.
- 2 each Impellers rated for 200 gpm @ 19.5' TDH.
- 2 each QDC-LLE100 non-sparking quick disconnect base elbow systems.
- 2 each 4x4 Discharge Elbows
- 2 each 304SST Upper Guide Rail Brackets
- 2 each 304SST Intermediate Guide Rail Brackets
- 2 each 304SST 20' Lifting Chains
- 1 each 4" header pipe system individual 4" swing check valves & plug valves, located inside FRP station enclosure.
- 2 each isolator rings with capillary lines to separate board mounted 4.5" diameter pressure gauges.
- 1 each thermostatically controlled ventilator fan
- 1 each FRP r7 enclosure with two sets of hinged access doors
- 1 each set of 4" piping extending 6" below station slab with link seals & thrust clamps.
- 1 each duplex aluminum access lid 300 PSF loading without safety grating
- 1 each 4" integral static wet well vent
- 1 each steel reinforced polymer concrete base for 5' or 6' wet well
- 3 each plain end compression couplings for connection of station piping to customer supplied piping. *(must specify type of mating pipe at time of order - EPAC standard is for D.I. or C.I. pipe.)*
- 1 each 4" discharge line bypass pump connection including quick connect fitting external of station enclosure & a 2-way plug valve
- 1 each 1300/1500 watt. 115v ac, station heater with cord and grounding plug.
- 1 each 115v ac, watt vapor tight, hand lamp with 25' of cord and connecting plug
- 1 each 500lb rated stainless steel portable hoist.
 - The hoist a hand winch with 30ft of SS cable, hook, clamps, nuts, and bolts.
 - The winch has an automatic load holding brake.
 - The hoist socket is permanently mounted to the station base.

EP1 DUPLEX PUMP CONTROL PANEL

- NEMA Type 1 - Stainless Steel Enclosure
- Operators/Lights mounted on exterior door
- Enclosure Outer Doorstop
- 100W Fan enclosure heater
- Incoming Power Terminal Block
- Phase/Voltage Monitor with input fusing
- Incoming Power Lightning Arrestor
- 2 - 30 Amp 2 Pole HDL Circuit Breaker
- 5 - 10 Amp 1 Pole Multi9 Circuit Breaker
- 5 - 20 Amp 1 Pole Multi9 Circuit Breaker
- 2 - Circuit Breaker (HDL) with door mount operator / 3 hp NEMA Motor Starter with NEMA Solid State Overload
- 2 - NEMA Overload Reset Door Mounted Pushbutton
- PC3000XC Primary Controller

Velley Center, KS EP1

- DPC-4F Secondary Controller
- 2 - 22mm Hand Off Auto Switch
- 2 - 22mm Run Pilot Light
- 2 - Elapsed Time Meter
- 1 - 22mm High Alarm Pilot Light, Alarm Activation, and Aux Contact
- 1 - 22mm Backup Active Pilot Light, Manual Reset Pushbutton, and Aux Contact
- 1 - Phase/Power Fail Aux Contact
- 2 - 22mm Motor Heat Sensor Pilot Light, and Aux Contact
- 2 - 22mm Seal Failure Pilot Light, and Aux Contact
- 22mm Silence Pushbutton
- 22mm Test Pushbutton
- 20 Amp GFI Receptacle - Enclosure Side Mount (weatherproof)
- Engraved Nameplates
- 1 - Oversized Incoming Power - Pump Power Terminal Blocks
- 1 - Wiring, Ducts, Terminal Blocks, Misc Hardware
- 1 - 5KV External Transformer - Ships Loose - #5S1F
- 1 - Remotely Mounted Alarm Beacon and Horn
- 1 - Dwyer Temperature Controller and Required Fittings
- 1 - Enclosure LED Work Light with Door Switch
- 1 - Conduit Holes as Necessary
- 1 - Additional 20 Amp GFI Receptacle
- UL Label 508
- Self-Laminating Wire Numbers
- Control Relays as required
- Terminal Blocks and Ground Lugs as Required
- 2 - EPMR4A pump monitor relays

LOT NET PRICE FOR EQUIPMENT AS DESCRIBED ABOVE: \$122,335.00

CLARIFICATIONS:

- Quoted price includes freight to jobsite (*not unloaded*)
- Quoted prices are firm for (30) days from the date of this proposal.
- At the request of Ray Lindsey, the control panel and the mechanical package quoted herein are modeled after the Tonganoxie Village West Sewer EP1.
- Ebara will not be responsible for any error and/or omissions resulting from inadequate and/or missing information.
- The quoted price includes start-up services performed by a certified Ebara Technician
 - These services include up to two (2) days field service, installation supervision, start-up, and to instruct owner's personnel for proper operation and maintenance performed by an Ebara Pumps Americas Corporation Technician. (*refer to factory services on pages four and five of this proposal for details of what services are included*)
 - Overtime on jobsite \$150.00 per hour (*anything over 8 hours per day*)
 - Sundays and holidays on jobsite \$200.00 per hour
 - Minimum service charge-\$400.00 per trip

Valley Center, KS EP1

- Daily travel rate-\$400.00 per day portal to portal
- Travel and living expenses invoiced at actual cost to include:
 - Airfare (if applicable).
 - Rental car & fuel.
 - Lodging.
 - Meals @ \$50.00 per day.
 - Mileage if driving to jobsite @ .55 per mile r/t.
- Additional days are available at a rate of \$800.00 per diem plus travel and expenses.

ITEMS NOT FURNISHED BY EBARA PUMPS AMERICAS CORPORATION:

- Guide Rails
- Installation
- Station Piping within the Wet Well
- Field Wiring
- Transition slab
- Other items not specifically described herein.

DRAWINGS:

Submittal drawings for approval estimated 6 weeks after receipt of written purchase order.

O&M MANUALS:

One (1) preliminary copy will be provided at least one (1) week prior shipment and final O&M manuals to include as built control panel drawings will be provided within 2-3 weeks following shipment of the equipment.

FACTORY FIELD SERVICES:

Installation supervision is based on an eight-hour day (normal business hours) by an Ebara service tech.

- It is essential that, prior to Ebara's arrival:
 - The wet well is set, leveled and partially backfilled (up to the point where the incoming sewer and outgoing force main piping enter/exit the well.)
 - Proper lifting equipment is present. The proper lifting equipment must include a spreader bar and a four-point sling system of sufficient strength. The spreader bar must be a minimum of 8 feet long and each sling must be a minimum of 8 feet long.

Start-up services are based on an eight-hour day (normal business hours) by an Ebara service tech.

- It is essential that, prior to Ebara's arrival, the pumps will be:
 - Completely wired and ready for start-up
 - Automatic and hand control is ready
 - Pumps and other mechanical equipment will be ready for start-up
 - Process fluid will be available to operate the pumps, and necessary mechanical equipment

Any significant delays and/or "out-of-scope time" that are out of Ray Lindsey Company control will be viewed as potentially billable services/expenses.

Onsite training shall include safety, O&M manual review, hands-on instruction, operation, maintenance, troubleshooting, and emergency service procedures.

Travel and expenses are included herein – based on the fact that a 2-week advanced scheduling notice is provided as required above.

Valley Center, KS EP1

Quoted prices are firm for thirty (30) days from the date of this proposal. Taxes are not included. Fob Rock Hill, SC with freight allowed to jobsite, not unloaded. It is the purchaser's responsibility to arrange for the prompt off-loading of the shipment upon arrival at the jobsite; any additional charges that result from delays in off-loading equipment at the jobsite will be borne by the purchaser. The selling price for the preceding equipment is based on acceptance of all terms & conditions outlined herein and attached hereto.

SHIPPING SCHEDULE:

Shipment of all equipment is estimated to be 18-20 weeks after receipt of approved drawings and based on return of the drawings with final approval and release for manufacture within four (4) weeks from our submittal date.

The delivery schedules quoted herein are our best estimates. Due to the dynamics associated with the ongoing Global Supply Chain struggles, unforeseen delays may be unavoidable and beyond EPAC's control.

WARRANTY:

Equipment proposed herein shall be warranted for 5-years from date of shipment in accordance with limited warranty attached hereto. All warranties are subject to start-up by Ebara's personnel as outlined above.

PURCHASE ORDER:

Your purchase order for the equipment proposed herein should be sent to Ray Lindsey Company

TERMS & CONDITIONS

10% after approved submittals

85% upon delivery of equipment to site.

5% upon equipment acceptance or 60 days after delivery (whichever comes first)

Net 30 Days

Notwithstanding any inconsistent or additional terms & conditions which may be embodied in your purchase order this proposal is made only on the condition that you expressly assent to the terms & conditions above and the standard terms & conditions annexed hereto.

The obligations of Ray Lindsey Company are subject to the unqualified written approval of the consulting engineer and/or owner of Ray Lindsey Company submittals and equipment. Unless and until such approvals are obtained Ray Lindsey Company shall have no obligations hereunder.

All purchase orders are subject to review and acceptance by Ray Lindsey Company.

"Terms and Conditions of Sale"

Ebara Pumps Americas Corporation, referred to herein as the "Seller" and the customer or person or entity purchasing goods ("Goods") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment or invoice from Seller relevant to the sale of the Goods and all documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods by Seller to Buyer. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of Seller's terms and conditions of sale, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order and any such different terms and conditions, not expressly and separately agreed to in a writing executed by Seller, are understood to be, and agreed by Buyer as rejected. Buyer's acceptance of or payment for the Goods will manifest Buyer's assent to these Terms and Conditions. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Prices for Goods, whether specified in Seller's price list or schedule, acknowledgment or written quotation, are subject to change without notice. Such prices shall be adjusted to reflect Seller's prices for Goods as in effect at the time of requested shipment date, and each shipment will be invoiced at such prices. All prices are exclusive of taxes, transportation and insurance, which are to be borne by Buyer.

2. **TAXES:** Any current or future tax or governmental charge (or increase in same) affecting Seller's costs of production, sale, or delivery or shipment, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, storage, processing, use or consumption of Goods, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, which shall be the maximum rate permitted by law, from the date on which it is due until it is paid, and if there is no rate then 18% per annum. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries and for the Goods theretofore delivered. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries. Buyer hereby grants Seller a security interest in all Goods sold to Buyer by Seller, which security interest shall continue until all such Goods are fully paid for in cash, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by Seller, all shipping dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions and other required information. If the shipment of the Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. Unless otherwise specified and expressly agreed to in writing all goods will be delivered Ex Works. Risk of loss, damage and responsibility passes in accordance with Incoterms Ex Works. For all other shipments not delivered Ex Works, the risk of loss for damage and responsibility shall pass from Seller to Buyer base on the Seller's quoted Incoterm for the goods quoted. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller warrants that the Goods manufactured by Seller, other than those specifically identified below, will be free from defects in material and workmanship and meet Seller's published specifications at the time of shipment under normal use and regular service and maintenance for a period of one year from the date of startup of the equipment or eighteen months from the date of shipment of the Goods by Seller whichever is earlier, unless otherwise specified by Seller in writing. Pumps of any kind not fully assembled by Seller shall carry no warranty of any kind, express or implied. Products purchased by Seller

from a third party for resale to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer.

THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 7, ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE. This warranty does not extend to any losses or damages due to misuse, unforeseeable use, unanticipated and unintended use, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents has supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and the preparation of Seller's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein which are affected by such conditions shall be null and void. If within thirty (30) days after Buyer's discovery of any warranty defects within the warranty period, Buyer notifies Seller thereof in writing, Seller shall, at its option and as Buyer's exclusive remedy on any claim or cause of action asserted by or through Buyer whether in law, equity, tort, contract or implied contract, and regardless of whether such loss or damage results from claims based on contract, tort or remedy, repair, correct or replace or refund the purchase price for, that portion of the Goods found by Seller to be defective. Failure by Buyer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Buyer's claim for such defects. Seller shall have the right to require the Buyer to deliver the Goods to Seller's designated repair center or manufacturing facility. All costs associated with dismantling, reinstallation and transportation to and from Seller's designated repair center or manufacturing facility and the time and expense of Seller's personnel and representatives for site travel and diagnosis under this warranty shall be borne by the Buyer. Goods repaired or replaced during the warranty period shall be covered by the foregoing warranty for the remainder of the original warranty period or ninety (90) days from the date of shipment, whichever is longer. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, either alone or in combination with other products/components. Section 5 applies to any agency, entity or person who may buy, acquire or use the Goods, including any entity or person who obtains the Goods from Buyer, and shall be bound by the limitations therein, including Section 6. Buyer agrees to provide such subsequent transferee conspicuous, written notice of the provisions of Sections 5 and 6.

6. LIMITATION OF REMEDY AND LIABILITY: THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 7) SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 5. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE REGARDLESS OF THE NATURE OR TYPE OF CLAIM FOR RELIEF. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM FOR RELIEF OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, diminution in value, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. PATENTS AND COPYRIGHTS: Subject to all the limitations and exceptions of Section 6, Seller warrants that the Goods sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notifies Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperates fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to use patents only applies to infringement arising solely out of the inherent operation according to Seller's specifications and instructions (i) of such Goods, or (ii) of any combination of Goods acquired from Seller in a system designed by Seller. In the event such Goods are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods is enjoined, or in the case of a compromise or settlement by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods, or replace them with non-infringing Goods, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods, without liability. No license or rights in any of Seller's intellectual property associated with the Goods is granted hereby.

8. EXCUSE OF PERFORMANCE: Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, or demands of any type, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances or any events or causes beyond Seller's reasonable control including mechanical or equipment failure or shut downs due to governmental actions or other interference. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of the agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods, or to obtain material used directly or indirectly in the manufacture of the Goods, is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may allocate its available supply of the Goods or such material (without obligation to acquire other supplies of any such Goods or material) among itself and its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

9. CANCELLATION: Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and, to cover commitments made, by the Seller and a reasonable profit thereon. Seller's determination of such termination charges shall be conclusive.

10. CHANGES: Buyer may request changes or additions to the Goods consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price and dates of delivery. Seller reserves the right to change designs and specifications for the Goods without prior notice to Buyer, except with respect to Goods being made-to-order for Buyer. Seller shall have no obligation to install or make such change in any Goods manufactured prior to the date of such change.

11. NUCLEAR/MEDICAL. GOODS SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Goods with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

12. ASSIGNMENT: Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

13. REPLACEMENT / SERVICE GOODS: Upon the cancellation or fulfillment of this order, Seller will have no obligation to sell and Buyer will have no obligation to purchase the Goods sold hereunder, including, but not limited to, the supply of replacement parts for Goods or Goods for Buyer's consumer service division. Seller is not obligated to sell Buyer or its consumer service divisions Goods or Parts: (i) for any fixed period of time after production of the Goods supplied hereunder ceases or after the last date of shipment made under this order: or (ii) at any pre-established price to fulfill Buyer's or its consumer service divisions requirements during or after production

of the Goods ceases or after the last date of shipment under this order. Seller shall have the absolute right to revise the price of Goods and the terms of sale and to modify or discontinue the sale of the Goods, and such action shall not form the basis of any claim by Buyer against Seller.

14. TOOLING: Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools, dies and patterns shall be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership interest in, or rights to possession or removal, or prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

15. INSPECTION/TESTING: Buyer, at its option and expense, may inspect and observe the testing by Seller of the Goods for compliance with Seller's standard test procedures prior to shipment, which inspection and testing shall be conducted at Seller's plant at such reasonable time as is specified by Seller. Any rejection of the Goods must be made promptly by Buyer before shipment. Tests shall be deemed to be satisfactorily completed and the test fully met when the Goods meet Seller's criteria for such procedures.

16. DRAWINGS: Seller's prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefor.

17. EXPORT/IMPORT: Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union and United Kingdom, and the jurisdictions in which the Seller and Buyer are established or from which Goods may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods in violation of such applicable laws, regulations, orders or requirements.

18. GENERAL PROVISIONS: These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction. The validity, performance, and all other matters relating to the interpretation and effect of this agreement shall be governed by the law of the state of Nevada without regard to its conflicts of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Nevada and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

19. DISPUTES: Any dispute of any nature based on or arising out of this Agreement or any transaction covered by this Agreement, or to which the Agreement applies in whole or in part, shall be exclusively brought and based in Second Judicial District Court for the County of Washoe, State of Nevada, and Seller hereby submits to the jurisdiction of said court for resolution of any such dispute.

Authorized Signature (Owner or Company Officer)

Printed Name

Title

Date

LIMITED WARRANTY
MUNICIPAL: PERMANENT INSTALLATIONS

EPAC warrants for a period of five (5) years or ten thousand (10,000) hours of operation, whichever shall first occur, measured from the date of shipment from EPAC (the Warranty Period), the Equipment of its own manufacture against defects in material and workmanship, when installed, used and maintained in accordance with instructions as provided by EPAC in permanent municipal installations under the following conditions of service only:

- 1) Raw Sewage; or
- 2) Municipal Wastewater; or
- 3) Potable or Raw Water; or
- 4) Storm Water; and
- 5) Liquids must be abrasive-free and non-corrosive.

This is a LIMITED warranty. The following are CONDITIONS OF WARRANTY:

- 1) Only Municipal Applications are qualified to participate hereunder;
- 2) Start-Up Procedures in accordance with instructions provided by EPAC must be properly completed, and a report confirming same must be prepared & submitted with all warranty claims.
- 3) Elapsed-time meters must be installed and be operational within the electrical control panel;
- 4) All EPAC-prescribed maintenance procedures must be followed, documented and proof thereof submitted to EPAC with any warranty claim hereunder;
- 5) Each warranty claim must be submitted in accordance with EPAC's Warranty Procedures, which require notification to EPAC and assignment by EPAC of a Materials Return Authorization (MRA) number. EPAC's Warranty Procedures are provided with each item of EPAC Equipment sold hereunder by EPAC.
- 6) Any repairs to EPAC Equipment, whether warranty claims or otherwise, by other than an EPAC-authorized repair or service facility may invalidate the warranty hereunder.

If a defect appears in the EPAC Equipment warranted hereunder during the Warranty Period and Purchaser has given EPAC immediate written notice of same, EPAC will either repair the part, or replace the part, by shipping a similar part F.O.B. EPAC's shipping point, or at its option grant a credit reimbursement or refund an equitable portion of the purchase price. EPAC may require Electrical System Schematics (including Bills of Materials) and other data regarding maintenance and applications, as well as return of the Equipment, transportation prepaid, to substantiate and validate the warranty claim. The warranty shall not apply to any Equipment which has been subjected to misuse, accident or neglect or used in any manner not consistent with the applications disclosed to EPAC at the time of purchase, or to Equipment damaged due to defective power supply, incorrect electrical protections or faulty installation or maintenance. All costs of field labor, removal, reinstallation and transportation shall be borne by the Purchaser.

The Warranty Period shall not be suspended or tolled upon stopping operations for the warranty repairs, nor recommence upon completion of said repairs, but rather shall run continuously from commencement until normal expiration. Repair parts shall carry no greater warranty than the remaining balance of the underlying Equipment into which the repair part may be installed, expiring at the same time as said underlying warranty.

This is a pro rata limited warranty. EPAC will pay the following share of the cost of replacement or repair parts:

Warranty Period Following Shipment

Lesser of:

Months:	0-18	19-39	40-60
Hours of Operation:	0-3000	3001-6500	6501-10000
Warranty Repair Costs:	100%	50%	25%

This is EPAC's sole and exclusive warranty. It applies only to EPAC Equipment, including QDC (Quick Discharge Connector) Power Cables when originally purchased with EPAC Equipment, but specifically excludes all other

equipment of others' manufacture, whether or not such equipment is included in EPAC's scope of supply hereunder. Such other equipment is warranted only by its manufacturer.

EPAC MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY EPAC AND EXCLUDED FROM THESE TERMS AND CONDITIONS OF SALE. The Purchaser's sole and exclusive remedy, whether in warranty, tort or contract, including negligence, will be to proceed under this warranty. All liability of EPAC shall terminate no later than the expiration of the Warranty Period. EPAC SHALL IN NO EVENT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER.

LIMITED WARRANTY EPI PACKAGED PUMP STATIONS

Ebara Pumps Americas Corporation (EPAC) shall warrant equipment to be of quality construction, free of defects in material and workmanship

In addition to defects in material and workmanship, fiberglass reinforced polyester station enclosures are warranted for five (5) years to be resistant to rust, corrosion, corrosive soils, effects of airborne contamination or physical failures occurring in normal service for the period of the pump station warranty.

All other equipment, apparatus, and parts furnished shall be warranted for five (5) years, excepting only those items that are normally consumed in service, such as light bulbs, oils, grease, packing, gaskets, O-rings, etc. EPAC shall be solely responsible for warranty of the station and all components.

Components that fail to perform and/or are proven defective in service during the warranty period, shall be replaced, repaired, or satisfactorily modified by the manufacturer at EPAC sole discretion.

Equipment supplied by others and incorporated into a pump station or enclosure is not covered by this limited warranty. Any warranty applicable to equipment selected or supplied by others will be limited solely to the warranty, if any, provided by the manufacturer of the equipment.

This limited warranty shall be valid only when installation, use, and maintenance is performed in accordance with manufacturer recommendations. A start-up report completed by an authorized manufacturer's representative must be received by manufacturer within thirty (30) days of the initial date the unit is placed into service. The warranty shall become effective on the date of acceptance by the purchaser or the purchaser's authorized agent, or sixty (60) days after installation, or ninety (90) days after shipment from the factory, whichever occurs first.

RAY LINDSEY COMPANY TERMS AND CONDITIONS OF SALE

GENERAL:

1. This agreement constitutes the entire contract between the parties with respect to said equipment (any prior agreement, representation, covenant or warranty, written or oral, being superseded hereby and merged within) and may not be amended or modified except by written instrument duly executed by both parties, the provisions of any purchase order or other document submitted by or on behalf of Buyer to the contrary notwithstanding.
2. Buyer's execution of this agreement constitutes Buyer's offer to purchase on the terms and conditions set forth on the face hereof, the equipment described on the face thereof, and such offer is irrevocable for 30 days after Buyer executes and delivers to Seller this agreement together with all necessary Engineering data and information.
3. Any purchase order pursuant to this quotation shall not result in a contract until it is accepted and acknowledged by Ray Lindsey Co. (the Seller) at this office or the equipment manufacturer as noted.
4. This agreement is governed by and subject to the laws of the State of Kansas.
5. Stenographic and clerical errors are subject to correction.
6. This quotation is subject to acceptance within the time period specified on the face side hereof, but in any event within 30 days from date.

CREDIT APPROVAL:

The credit terms specified on the face hereof are subject to Seller's continuing approval of Buyer's credit and, if in Seller's sole judgment, Buyer's credit or financial standing is so impaired as to cause Seller in good faith to deem itself insecure, Seller may withdraw the extension of credit and require other payment terms.

NOTICE TO PROCEED:

Return to Seller of final approved drawings or waiver of drawings approval by the Buyer constitutes notice to the Seller to proceed with manufacture. In the event the Seller does not receive final approved drawings within 90 days after Seller's execution of this agreement, the purchase price herewith is subject to change by Seller.

DRAWINGS, MANUALS, ETC.:

1. Catalog and proposal drawings, bulletins or other accompanying literature are solely for purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable.

2. Submittals for approval, if required will be made after receipt of complete information including plans and specifications from Buyer. Unless otherwise specified, six (6) sets shall be furnished.
3. Installation, maintenance and operation manuals will be furnished in the number of copies specified. If none are specified two (2) copies will be provided.

INSTALLATION:

The purchase price as herein quoted does not include installation. The Seller assumes no responsibility for any trouble which can be clearly traced to improper setting or assembly in the field; repair part, labor and expense required under these conditions and furnished by the Seller or Manufacturer will be charged to the Buyer at current rates. The Buyer agrees that if the equipment is subjected to weather or excessive dampness or abnormal conditions, any repairs to equipment or accessories covered by this contract will be paid for by the Buyer's written order.

PAYMENT:

TERMS: NET 30 DAYS after invoice date.

In the event of delinquency, Buyer shall pay interest at the rate of 1½ % /month on the unpaid balance. In addition to all other amount (s) due hereunder, the Buyer shall reimburse Seller in full for all collection costs or charges, including reasonable attorney's fees which Seller may incur with respect to the collection of past due amounts from the Buyer. If the Buyer defaults under this or any other agreement with the Seller, Seller may, at its option, defer performance hereunder until such default is cured.

TAXES, PERMITS, ETC.:

Prices quoted DO NOT include any Local, State, or Federal Taxes which may apply. If applicable, Buyer shall furnish acceptable exemption certificate.

Buyer at its sole cost and expense shall obtain all pertinent licenses and/or permits with respect to the installation and operation of said equipment as may be required by any applicable regulatory agency.

DELIVERY, SHIPMENT, STORAGE:

TIME OF DELIVERY: Seller is not liable for any failure or delay in performance hereof, with respect to delivery or otherwise. Such failures or delay may be due to any cause beyond Seller's control including, but not limited to delivery or otherwise. Such failures or delay may be due to any cause beyond Seller's control including, but not limited to, any Act of God, war, civil disturbance, riot, fire or other casualty, accident or supplier's failure or inability to perform. Buyer's delay in furnishing or returning drawings will extend shipping schedule.

CLAIM PERIOD:

Buyer shall immediately inspect said equipment upon receipt thereof; claims of error in shipments must be made by Buyer within 10 days after delivery. Items for credit must be

returned shipping charges prepaid with Seller's prior written approval. Seller is not obligated to consider any claim for shortages on non-conformance unless notified in a timely manner thereof by Buyer's receipt of said equipment.

STORAGE:

Equipment on which manufacturing has been complete, will be shipped and billed when complete, unless arrangements have been made with the Manufacturer for storage at/by the factory. Seller shall have the option to bill "as shipped" equipment stored at/by the factory; additional storage costs may apply.

TITLES AND INSURANCE:

Security title and right of possession of equipment shall remain with the Seller regardless of mode of attachment to realty and other property until the full purchase price (including deferred payments, notes, interest, back charges, set offs) has been made in case. No assignment of this equipment can be made until title has been transferred. Upon delivery (at FOB point) of equipment, beneficial title and all risk of loss or damage shall pass to Buyer, who shall procure and maintain for the benefit of Seller and himself as their interests may appear, adequate insurance on the equipment against damage by vandalism or other casualty. Acceptance of equipment from carrier constitutes a waiver of any claim against Seller for delay or damage in transit.

CANCELLATION:

Orders may be cancelled only with the Seller's written consent; cancellation charges will apply. Buyer will be invoiced such cancellation charges as will indemnify Seller against loss.

WARRANTIES; LIABILITY:

There are no warranties except the applicable manufacturer's warranty. Seller makes no other warranty, either express or implied. **ALL IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY RAY LINDSEY CO. AND EXCLUDED FROM THIS TRANSACTION.** Seller's liability is absolutely limited to the purchase price of the items described on the face side hereof and in no event shall Ray Lindsey Co. "be liable for any consequential or liquidated damages, penalties, or for any expense occasioned by the use of the equipment."

Quotation/Proposal

Standard Disclaimer & Notes

This proposal includes standard, unmodified equipment of the manufacturer. No anchors, fittings, attachments or other miscellaneous equipment or services are included except as expressly described above. Quoted prices are based on standard Ray Lindsey Company terms and conditions following and attached hereto. Taxes and/or fees are not included and will be added to the invoice. Buyer is obligated and consents to pay all taxes except when a written tax-exempt certificate is provided to the Seller. Submittal time is estimated at 4 - 6 weeks following receipt of accepted order. Fabrication time is estimated at 18 - 20 weeks following return of approved submittal. Delays in submittal approval may impact manufacturing completion. Shipping is F.O.B. factory. Unloading, storage and installation by others.

QUOTE

Hickman Environmental
Services LLC

DATE

EXPIRATION DATE

Hickman Environmental
Services, LLC
4065 S. E. Bluestem Road
Leon, Kansas 67074
(316)640-1141
(316)258-9390
hickmanleon@aol.com

TO:

City of Valley Center
545 W. Clay Street
Valley Center, Kansas 67147

DESCRIPTION

LINE TOTAL

Installation of EBARA- Model EP1 Pump Station	
Installation of 5FT, 20Ft deep Wet Well	
Note: During Installation of Wet Well if water or rock is found may be an additional charge	
Note: 50% Paid at the acceptance of this quote, Remainder due after job is complete	

Total **\$45,840.43**

Quotation prepared by: Ed Hickman

This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

To accept this quotation, sign here and return:

NEW BUSINESS

RECOMMENDED ACTION

**E. APPROVAL OF PUMP PURCHASE FOR THE ABILENE LIFT
STATION:**

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommend approval of purchase of Ibarra Duplex Above Ground Pump Station from Ray Lindsey Company in the amount of \$122,335.00.

and

Motion to approve contract for the installation of said pump station and wet well with Hickman Environmental Services LLC for \$45,840.43 pending KDHE approval of lift station design plans

NEW BUSINESS

F. TRAILS END PHASE I BID AWARD:

Jake Vasa, SEH will present bid tabs received for Phase I of Trails End. Four bids were received. Bids were slightly higher than the engineers' estimate, but it is recommended to award the bid to Andale Construction in the amount of \$1,847,829.00.

- Trails End Phase I Bid Tab
- Bid Award for Trails End Phase I recommendation



TABULATION OF BIDS

PROJECT NO.: VALCT 181164
NAME: TRAILS END PHASE I IMPROVEMENTS
OWNER: CITY OF VALLEY CENTER, KS
BID DATE: 8/20/2025

ITEM	QUANTITY	UNIT	DESCRIPTION	ANDALE CONSTRUCTION, INC		PEARSON CONSTRUCTION LLC		PSE CONTRACTORS LLC		WILDCAT CONSTRUCTION CO INC		ENGINEER'S ESTIMATE	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
GROUP A: DRAINAGE													
1	1	LUMP SUM	MOBILIZATION	\$12,000.00	\$12,000.00	\$35,000.00	\$35,000.00	\$685.00	\$685.00	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00
2	1	LUMP SUM	CONSTRUCTION STAKING	\$4,500.00	\$4,500.00	\$4,000.00	\$4,000.00	\$3,325.00	\$3,325.00	\$5,700.00	\$5,700.00	\$3,500.00	\$3,500.00
3	4,000.00	CUBIC YDS	COMPACTED FILL (ESTABLISHED QUANTITY)	\$7.25	\$29,000.00	\$2.00	\$8,000.00	\$5.00	\$20,000.00	\$1.80	\$7,200.00	\$5.00	\$20,000.00
4	4,000.00	CUBIC YDS	UNCLASSIFIED EXCAVATION (ESTABLISHED QUANTITY)	\$7.25	\$29,000.00	\$13.00	\$52,000.00	\$20.00	\$80,000.00	\$8.50	\$34,000.00	\$5.00	\$20,000.00
5	1	LUMP SUM	EROSION CONTROL	\$16,000.00	\$16,000.00	\$8,150.00	\$8,150.00	\$8,150.00	\$8,150.00	\$8,150.00	\$8,150.00	\$5,000.00	\$5,000.00
6	1	EACH	CONCRETE WASHOUT	\$2,600.00	\$2,600.00	\$2,000.00	\$2,000.00	\$2,810.00	\$2,810.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00
7	5.25	AC	PERMANENT SEEDING	\$2,300.00	\$12,075.00	\$2,000.00	\$10,500.00	\$2,000.00	\$10,500.00	\$2,000.00	\$10,500.00	\$2,500.00	\$13,125.00
8	170	LIN FT	STORM PIPE, 15" RCP	\$69.00	\$11,730.00	\$60.00	\$10,200.00	\$50.00	\$8,500.00	\$64.00	\$10,880.00	\$75.00	\$12,750.00
9	292	LIN FT	STORM PIPE, 18" RCP	\$80.50	\$23,506.00	\$70.00	\$20,440.00	\$55.00	\$16,060.00	\$68.00	\$19,856.00	\$80.00	\$23,360.00
10	90	LIN FT	STORM PIPE, 18" ELLIPTICAL RCP	\$92.00	\$8,280.00	\$80.00	\$7,200.00	\$80.00	\$7,200.00	\$85.00	\$7,650.00	\$120.00	\$10,800.00
11	500	LIN FT	STORM PIPE, 24" RCP	\$103.50	\$51,750.00	\$90.00	\$45,000.00	\$70.00	\$35,000.00	\$80.00	\$40,000.00	\$100.00	\$50,000.00
12	1	EACH	STORM PIPE END SECTION, 15"	\$2,185.00	\$2,185.00	\$1,900.00	\$1,900.00	\$805.00	\$805.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
13	5	EACH	STORM PIPE END SECTION, 18"	\$2,645.00	\$13,225.00	\$2,300.00	\$11,500.00	\$870.00	\$4,350.00	\$1,200.00	\$6,000.00	\$2,500.00	\$12,500.00
14	2	EACH	STORM PIPE END SECTION, 18" ELLIPTICAL	\$2,990.00	\$5,980.00	\$2,600.00	\$5,200.00	\$935.00	\$1,870.00	\$1,300.00	\$2,600.00	\$2,500.00	\$5,000.00
15	3	EACH	STORM PIPE END SECTION, 24"	\$3,105.00	\$9,315.00	\$2,700.00	\$8,100.00	\$970.00	\$2,910.00	\$1,300.00	\$3,900.00	\$3,000.00	\$9,000.00
16	3	EACH	CURB INLET, TYPE 1 L=5', W=3'	\$5,405.00	\$16,215.00	\$4,700.00	\$14,100.00	\$4,590.00	\$13,770.00	\$7,000.00	\$21,000.00	\$5,500.00	\$16,500.00
17	3	EACH	CURB INLET, TYPE 1 L=5', W=4'	\$6,325.00	\$18,975.00	\$5,500.00	\$16,500.00	\$5,065.00	\$15,195.00	\$7,500.00	\$22,500.00	\$6,500.00	\$19,500.00
18	2	EACH	STORM PIPE PLUG	\$1,495.00	\$2,990.00	\$1,300.00	\$2,600.00	\$495.00	\$990.00	\$650.00	\$1,300.00	\$500.00	\$1,000.00
19	2	EACH	STORM SEWER MANHOLE, (4')	\$4,255.00	\$8,510.00	\$3,700.00	\$7,400.00	\$2,745.00	\$5,490.00	\$5,200.00	\$10,400.00	\$4,000.00	\$8,000.00
20	2	EACH	BACKYARD INLET	\$4,485.00	\$8,970.00	\$3,900.00	\$7,800.00	\$2,900.00	\$5,800.00	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00
21	1085	LIN FT	CONCRETE FLOW LINER	\$25.75	\$27,938.75	\$42.00	\$45,570.00	\$20.00	\$21,700.00	\$46.00	\$49,910.00	\$50.00	\$54,250.00
22	100	CUBIC YD	RIP RAP	\$145.00	\$14,500.00	\$135.00	\$13,500.00	\$115.00	\$11,500.00	\$160.00	\$16,000.00	\$150.00	\$15,000.00
23	600	LIN FT	FILL, SAND (FLUSHED & VIBRATED)	\$1.15	\$690.00	\$1.00	\$600.00	\$10.00	\$6,000.00	\$19.00	\$11,400.00	\$20.00	\$12,000.00
TOTAL GROUP A BASE BID					\$329,934.75		\$337,260.00		\$282,610.00		\$332,946.00		\$344,285.00



TABULATION OF BIDS

PROJECT NO.: VALCT 181164
NAME: TRAILS END PHASE I IMPROVEMENTS
OWNER: CITY OF VALLEY CENTER, KS
BID DATE: 8/20/2025

ITEM	QUANTITY	UNIT	DESCRIPTION	ANDALE CONSTRUCTION, INC		PEARSON CONSTRUCTION LLC		PSE CONTRACTORS LLC		WILDCAT CONSTRUCTION CO INC		ENGINEER'S ESTIMATE	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
GROUP B: SANITARY SEWER													
1	1.00	LUMP SUM	MOBILIZATION	\$8,500.00	\$8,500.00	\$6,500.00	\$6,500.00	\$3,221.50	\$3,221.50	\$6,000.00	\$6,000.00	\$20,000.00	\$20,000.00
2	1.00	LUMP SUM	CONSTRUCTION STAKING	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$1,525.00	\$1,525.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00
3	1.00	EACH	CONNECT TO EXISTING MANHOLE (CORE DRILL & GROUT)	\$2,480.00	\$2,480.00	\$2,157.00	\$2,157.00	\$1,425.00	\$1,425.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00
4	869.00	LIN FT	SANITARY SEWER PIPE, 8" PVC SDR 35	\$86.75	\$75,385.75	\$65.00	\$56,485.00	\$30.00	\$26,070.00	\$50.00	\$43,450.00	\$65.00	\$56,485.00
5	60.00	LIN FT	CONCRETE ENCASEMENT	\$192.05	\$11,523.00	\$167.00	\$10,020.00	\$45.00	\$2,700.00	\$90.00	\$5,400.00	\$400.00	\$24,000.00
6	3.00	EACH	STANDARD SAN MANHOLE (4')	\$5,175.00	\$15,525.00	\$4,500.00	\$13,500.00	\$3,810.00	\$11,430.00	\$7,000.00	\$21,000.00	\$4,500.00	\$13,500.00
7	859.00	LIN FT	AIR TESTING, SAN PIPE	\$2.30	\$1,975.70	\$2.00	\$1,718.00	\$1.50	\$1,288.50	\$2.25	\$1,932.75	\$2.00	\$1,718.00
8	110.00	LIN FT	FILL, SAND (FLUSHED & VIBRATED)	\$1.15	\$126.50	\$1.00	\$110.00	\$60.00	\$6,600.00	\$19.00	\$2,090.00	\$22.00	\$2,420.00
TOTAL GROUP B BASE BID					\$118,015.95		\$92,490.00		\$54,260.00		\$85,372.75		\$122,123.00
GROUP C: WATER MAIN													
1	1.00	LUMP SUM	MOBILIZATION	\$8,500.00	\$8,500.00	\$25,000.00	\$25,000.00	\$2,285.00	\$2,285.00	\$8,000.00	\$8,000.00	\$30,000.00	\$12,000.00
2	1.00	LUMP SUM	CONSTRUCTION STAKING	\$4,500.00	\$4,500.00	\$3,600.00	\$3,600.00	\$3,275.00	\$3,275.00	\$3,700.00	\$3,700.00	\$4,000.00	\$2,500.00
3	1.00	EACH	CONNECT TO EXISTING WATER MAIN	\$1,225.90	\$1,225.90	\$1,066.00	\$1,066.00	\$2,595.00	\$2,595.00	\$2,675.00	\$2,675.00	\$5,000.00	\$5,000.00
4	2,614.00	LIN FT	WATER MAIN PIPE, 8" PVC DR 18	\$53.00	\$138,542.00	\$46.00	\$120,244.00	\$40.00	\$104,560.00	\$56.00	\$146,384.00	\$40.00	\$104,560.00
5	8.00	EACH	GATE VALVE & BOX, 8"	\$2,875.00	\$23,000.00	\$2,500.00	\$20,000.00	\$2,335.00	\$18,680.00	\$2,100.00	\$16,800.00	\$2,200.00	\$17,600.00
6	1.00	EACH	GATE VALVE & BOX, 4"	\$2,645.00	\$2,645.00	\$2,300.00	\$2,300.00	\$1,495.00	\$1,495.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00
7	1.00	EACH	ANCHORED GATE VALVE & BOX, 8"	\$3,105.00	\$3,105.00	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00	\$4,250.00	\$4,250.00	\$2,500.00	\$2,500.00
8	1.00	EACH	TAPPING SLEEVE & VALVE, 8"x12"	\$6,210.00	\$6,210.00	\$5,400.00	\$5,400.00	\$3,460.00	\$3,460.00	\$4,750.00	\$4,750.00	\$5,000.00	\$5,000.00
9	3.00	EACH	8"x8" TEE	\$2,300.00	\$6,900.00	\$2,000.00	\$6,000.00	\$1,000.00	\$3,000.00	\$1,275.00	\$3,825.00	\$650.00	\$1,950.00
10	1.00	EACH	8"x4" TEE	\$2,070.00	\$2,070.00	\$1,800.00	\$1,800.00	\$885.00	\$885.00	\$1,150.00	\$1,150.00	\$650.00	\$650.00
11	9.00	EACH	11.25 DEGREE BEND	\$1,495.00	\$13,455.00	\$1,300.00	\$11,700.00	\$770.00	\$6,930.00	\$1,000.00	\$9,000.00	\$650.00	\$5,850.00
12	1.00	EACH	22.5 DEGREE BEND	\$1,725.00	\$1,725.00	\$1,500.00	\$1,500.00	\$785.00	\$785.00	\$1,000.00	\$1,000.00	\$650.00	\$650.00
13	2.00	EACH	45 DEGREE BEND	\$1,840.00	\$3,680.00	\$1,600.00	\$3,200.00	\$790.00	\$1,580.00	\$1,000.00	\$2,000.00	\$650.00	\$1,300.00
14	2.00	LUMP SUM	8" PLUG	\$1,150.00	\$2,300.00	\$1,000.00	\$2,000.00	\$655.00	\$1,310.00	\$2,400.00	\$4,800.00	\$250.00	\$500.00
15	2.00	LUMP SUM	WATER MAIN ADJUSTMENT	\$1,725.00	\$3,450.00	\$1,500.00	\$3,000.00	\$3,855.00	\$7,710.00	\$4,150.00	\$8,300.00	\$4,000.00	\$8,000.00
16	6.00	EACH	FIRE HYDRANT ASSEMBLY	\$6,325.00	\$37,950.00	\$5,500.00	\$33,000.00	\$7,695.00	\$46,170.00	\$10,200.00	\$61,200.00	\$5,500.00	\$33,000.00
17	150.00	LIN FT	FILL, SAND (FLUSHED & VIBRATED)	\$1.15	\$172.50	\$1.00	\$150.00	\$50.00	\$7,500.00	\$30.00	\$4,500.00	\$20.00	\$3,000.00
TOTAL GROUP C BASE BID					\$259,430.40		\$242,660.00		\$214,920.00		\$284,334.00		\$205,560.00



TABULATION OF BIDS

PROJECT NO.: VALCT 181164
NAME: TRAILS END PHASE I IMPROVEMENTS
OWNER: CITY OF VALLEY CENTER, KS
BID DATE: 8/20/2025

ITEM	QUANTITY	UNIT	DESCRIPTION	ANDALE CONSTRUCTION, INC		PEARSON CONSTRUCTION LLC		PSE CONTRACTORS LLC		WILDCAT CONSTRUCTION CO INC		ENGINEER'S ESTIMATE	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
GROUP D (BASE): PAVING													
1	1.00	LUMP SUM	MOBILIZATION	\$15,000.00	\$15,000.00	\$175,000.00	\$175,000.00	\$172,039.50	\$172,039.50	\$18,000.00	\$18,000.00	\$90,000.00	\$90,000.00
2	1.00	LUMP SUM	CONSTRUCTION STAKING	\$14,000.00	\$14,000.00	\$14,000.00	\$14,000.00	\$10,850.00	\$10,850.00	\$16,200.00	\$16,200.00	\$6,000.00	\$6,000.00
3	1.00	LUMP SUM	TRAFFIC CONTROL	\$14,000.00	\$14,000.00	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00	\$2,500.00	\$2,500.00
4	1.00	LUMP SUM	SIGNAGE	\$7,187.50	\$7,187.50	\$12,547.00	\$12,547.00	\$5,000.00	\$5,000.00	\$12,547.00	\$12,547.00	\$12,000.00	\$12,000.00
5	1.00	LUMP SUM	PAVEMENT MARKINGS	\$26,200.00	\$26,200.00	\$24,878.00	\$24,878.00	\$5,000.00	\$5,000.00	\$24,878.00	\$24,878.00	\$20,000.00	\$20,000.00
6	2,015.00	SQ FT	5" CONCRETE SIDEWALK	\$6.35	\$12,795.25	\$8.00	\$16,120.00	\$6.00	\$12,090.00	\$11.00	\$22,165.00	\$5.00	\$10,075.00
7	22,355.00	SQ FT	6" CONCRETE SIDEWALK, 10' W	\$5.45	\$121,834.75	\$5.00	\$111,775.00	\$6.50	\$145,307.50	\$8.00	\$178,840.00	\$4.50	\$100,597.50
8	16.00	EACH	WHEELCHAIR RAMP 5' WIDE	\$1,050.00	\$16,800.00	\$1,500.00	\$24,000.00	\$1,000.00	\$16,000.00	\$1,800.00	\$28,800.00	\$1,000.00	\$16,000.00
9	13,683.00	SQ YD	REINFORCED CRUSHED CONCRETE BASE, 6"	\$10.25	\$140,250.75	\$10.00	\$136,830.00	\$7.00	\$95,781.00	\$13.50	\$184,720.50	\$12.00	\$164,196.00
10	4,875.00	LIN FT	CONCRETE COMBINED CURB & GUTTER TYPE 1	\$16.75	\$81,656.25	\$18.00	\$87,750.00	\$32.00	\$156,000.00	\$36.00	\$175,500.00	\$15.00	\$73,125.00
11	652.00	LIN FT	CONCRETE COMBINED CURB & GUTTER MEDIAN CURB	\$25.75	\$16,789.00	\$26.00	\$16,952.00	\$32.00	\$20,864.00	\$44.50	\$29,014.00	\$18.00	\$11,736.00
12	7,112.00	SQ YD	BUILD CONCRETE PAVEMENT, 6"	\$44.75	\$318,262.00	\$56.00	\$398,272.00	\$68.00	\$483,616.00	\$63.00	\$448,056.00	\$40.00	\$284,480.00
13	1,567.00	SQ YD	BUILD CONCRETE PAVEMENT, 6" (REINFORCED)	\$56.50	\$88,535.50	\$58.00	\$90,886.00	\$72.00	\$112,824.00	\$84.50	\$132,411.50	\$45.00	\$70,515.00
14	330.00	SQ YD	5" CONCRETE MEDIAN SURFACING, STAMPED, COLORED (RED)	\$125.00	\$41,250.00	\$155.00	\$51,150.00	\$135.00	\$44,550.00	\$92.50	\$30,525.00	\$90.00	\$29,700.00
15	345.00	SQ YD	6" CONCRETE TRUCK APRON, STAMPED, COLORED (RED)	\$135.00	\$46,575.00	\$145.00	\$50,025.00	\$160.00	\$55,200.00	\$125.00	\$43,125.00	\$90.00	\$31,050.00
16	640.00	SQ YD	REINFORCED CONCRETE PAVEMENT, 7" (VALLEY GUTTER)	\$63.75	\$40,800.00	\$78.00	\$49,920.00	\$86.00	\$55,040.00	\$99.00	\$63,360.00	\$70.00	\$44,800.00
17	1,640.00	SQ YD	REINFORCED CONCRETE PAVEMENT, 7" (RAB)	\$60.00	\$98,400.00	\$78.00	\$127,920.00	\$84.00	\$137,760.00	\$78.50	\$128,740.00	\$72.00	\$118,080.00
18	2,060.00	LIN FT	HONEYCOMB STAMP IMPRINTING	\$17.50	\$36,050.00	\$6.00	\$12,360.00	\$40.00	\$82,400.00	\$17.50	\$36,050.00	\$10.00	\$20,600.00
19	3.00	EACH	INSTALL END BARRICADE	\$500.00	\$1,500.00	\$900.00	\$2,700.00	\$1,500.00	\$4,500.00	\$900.00	\$2,700.00	\$1,000.00	\$3,000.00
20	1,279.00	SQ FT	REMOVE SIDEWALK	\$1.10	\$1,406.90	\$2.00	\$2,558.00	\$2.00	\$2,558.00	\$1.00	\$1,279.00	\$2.00	\$2,558.00
21	77.00	SQ YD	REMOVE PAVEMENT	\$15.00	\$1,155.00	\$20.00	\$1,540.00	\$40.00	\$3,080.00	\$30.50	\$2,348.50	\$15.00	\$1,155.00
TOTAL GROUP D BASE BID					\$1,140,447.90		\$1,413,183.00		\$1,630,460.00		\$1,604,259.50		\$1,112,167.50
TOTAL GROUP A, B, C, & D BASE BID					\$1,847,829.00		\$2,085,593.00		\$2,182,250.00		\$2,306,912.25		\$1,784,135.50



August 27, 2025

RE: Trails End Phase I Improvements
Valley Center, Kansas

Brent Clark
City Administrator
121 S. Meridian Ave.
Valley Center, KS 67147

Mr. Clark:

Please find attached bid tabulation for the Trails End Phase I Improvements project, which was bid Wednesday August 20, 2025. After our review of the bidding documents submitted from four (4) qualified contractors, we see no so irregularities in the bids that inhibit the award of the lowest bidder.

It is our recommendation to award the bid to Andale Construction, Inc. based on their bid as the lowest for the base bid, as well as their Completion Date meeting the requirement of July 15, 2026. Their bid of \$1,847,829.00 is slightly above our Engineer's Estimate of \$1,784,135.50, however we do not recommend re-bidding this project or pursuing another contractor.

Please let me know if you have any further questions or clarifications required.

Best,

SHORT ELLIOTT HENDRICKSON INC.

A handwritten signature in blue ink, appearing to read "Jake Vasa", is written over a horizontal line.

Jake Vasa, PE
Project Manager
(Lic. NE, KS, IA, MO)

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NEW BUSINESS

RECOMMENDED ACTION

F. TRAILS END PHASE I BID AWARD:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommend acceptance and award of the bid submitted by Andale Construction for the Trails End Phase I Improvements project in the amount of \$1,849,829.00 and authorize Mayor or City Administrator to sign.

NEW BUSINESS

**G. PROFESSIONAL SERVICES AGREEMENT WITH SEH FOR TRAILS
END PHASE I:**

Jake Vasa, SEH , will present Professional Services Agreement for the Trails End Phase I project. Agreement will be for Construction Administration, On Site Resident Project Representative and Material testing. Total cost of agreement will be \$148,900.00.

- Professional Services Agreement

Agreement for Professional Services

This Agreement is effective as of August 27, 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: **Trails End Phase I**

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

Project Manager: Jake Vasa
Address: 15750 West Dodge Road, Suite 304, Omaha, Nebraska 68118
Telephone: 4024804096 **email:** jvasa@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 consists of the platted right of way from Seneca Street to Chisholm Trail Drive on Tanner Trail, and Chisholm Trail Drive from Tanner Trail to 5th Street in the City of Valley Center, Kansas. The project will include services through Phase I improvements at Trails End Addition.

Scope of Work:

Task 1: Construction Administration

- Attend one pre-construction meeting for each bid package & project to include Client, Contractor and Geotechnical Consultant.
- Attend bi-weekly 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 8 total), 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 after substantial completion.
- Conduct one site visit with the Design Engineer 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.
- Coordinate material testing sub-consultant. 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

- 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 240 calendar days. Construction beyond the 240 calendar days duration may require an adjustment to this contract amount.
- Materials testing services will be completed by 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 and estimated to be \$61,200, including expenses and equipment.

Task 2: On Site Resident Project Representative

The total fee is hourly and estimated to be \$72,700, including expenses and equipment.

Task 3: Material Testing

The total fee is hourly and estimated to be \$15,000, including expenses and equipment.

Task	Total
Task 1: Construction Administration – Lump Sum	\$61,200
Task 2: On Site Resident Project Representative - Hourly	\$72,700
Task 3: Material Testing - Hourly	\$15,000
	\$148,900

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

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

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

Short Elliott Hendrickson Inc.

City of Valley Center

By: _____



By: _____

Full Name: _____

JAKE VASA

Full Name: _____

Title: _____

PRINCIPAL

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.

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.

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 Contract 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 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

**G. PROFESSIONAL SERVICES AGREEMENT WITH SEH FOR TRAILS
END PHASE I:**

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommend approval of Professional Services Agreement with SEH for Trails End Phase I in an amount of \$148,900.00 and authorize Mayor or City Administrator to sign.

NEW BUSINESS

**H. PUBLIC HEARING REGARDING THE 2026 VALLEY CENTER
PROPOSED PROPERTY TAX LEVY IN EXCESS OF THE REVENUE
RATE AND ADOPTION OF RESOLUTION 796-25:**

Finance Director Miller will give a brief presentation on the Revenue Neutral Rate and the next steps in the budget process.

Notice of the intent to exceed the revenue neutral rate was published in the August 14, 2025, edition of the Ark Valley News. and to the City of Valley Center website on August 8, 2025.

- Revenue Neutral Rate Hearing Notice
- Revenue Neutral Rate Hearing Presentation
- Resolution 796-25

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING

2026

The governing body of
City of Valley Center

will meet on September 2nd, 2025 at 7:00 PM at City Hall for the purpose of hearing and
 answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax.

Detailed budget information is available at City Hall and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2026 Expenditures and Amount of 2025 Ad Valorem Tax establish the maximum limits of the 2026 budget
 Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2024		Current Year Estimate for 2025		Proposed Budget Year for 2026		
	Expenditures	Actual Tax Rate *	Expenditures	Actual Tax Rate *	Budget Authority for Expenditures	Amount of 2025 Ad Valorem Tax	Proposed Estimated Tax Rate *
General	4,042,215	22.478	4,237,732	22.977	6,135,574	1,930,756	22.000
Debt Service	3,241,078	14.115	2,487,700	13.584	2,886,739	1,079,468	12.300
Library	333,080	4.331	364,000	4.326	393,240	368,599	4.200
Employee Benefits	1,491,189	12.957	1,385,700	12.940	1,938,977	1,245,689	14.194
Emergency Equipment	147,505	0.963	128,000	0.961	121,682	84,427	0.962
Special Highway	1,086,675		1,315,477		1,312,960		
TIF	6,637,657		1,000,000		200,000		
Special Alcohol	128		1,000		1,000		
Special Parks and Rec	5,361		15,000				
Pool/Rec Sales Tax	14,010,335		19,176,281		744,256		
Water Utility	2,450,979		2,365,027		3,005,750		
Sanitary Sewer	1,454,929		1,562,240		1,571,200		
Storm Water Utility	297,525		352,700		365,200		
Solid Waste Utility	579,210		600,567		575,250		
Non-Budgeted Funds-A	10,960,454						
Non-Budgeted Funds-B	481,477						
Non-Budgeted Funds-C	19,048						
Totals	47,238,845	54.844	34,991,423	54.788	19,251,828	4,708,938	53.656
<i>Revenue Neutral Rate**</i>							<i>47.592</i>
Less: Transfers	1,605,550		1,459,550		1,694,550		
Net Expenditure	45,633,295		33,531,873		17,557,278		
Total Tax Levied	3,834,623		4,149,051		xxxxxxxxxxxxxxxxxx		
Assessed							
Valuation	69,918,288		76,235,223		87,761,650		
Outstanding Indebtedness, January 1,	2023		2024		2025		
G.O. Bonds	29,980,000		55,855,000		69,555,000		
Revenue Bonds	0		0		0		
Other	1,155,471		974,698		694,944		
Lease Purchase Principal	92,676		62,741		0		
Total	31,228,147		56,892,439		70,249,944		

*Tax rates are expressed in mills

**Revenue Neutral Rate as defined by KSA 79-2988

Clint Miller

City Official Title: Finance Director

Valley Center Intent to Exceed RNR and FY26 Budget Hearing

September 2nd, 2025



Hearing to Exceed Revenue Neutral Rate

2026 Budget Valuation

County Clerk's Budget Information for the 2026 Budget

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

2026 Budget Information

Actual Tax Rates Levied for the 2026 Budget:

Fund	Rate	\$ Amount Presented	\$ Amount to be Levied	Difference
General	22.000	\$1,930,756	\$1,930,756	\$0
Bond & Interest	12.300	\$1,079,468	\$1,079,468	\$0
Library	4.200	\$368,599	\$368,599	\$0
Employee Benefit	14.194	\$1,245,689	\$1,245,689	\$0
Emergency Equipment	.962	\$84,427	\$84,427	\$0
Total	53.656	\$4,708,938	\$4,708,938	\$0

TIF Total Assessed Valuation \$1,366,150

TIF Base Year Assessed Valuation -\$32,679

TIF Valuation removed from Total Assessed Valuation \$1,333,471

2026 Estimated Valuation \$87,761,650

2026 Estimated Valuation less TIF \$86,428,179

Multiplied by the proposed mill levy of 55.656 \$4,708,938

Revenue Neutral Rate

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

2026 Estimated Valuation = \$87,761,650

Revenue Neutral Rate = $(\$4,176,775 / \$87,761,650) = .047592 \text{ Mills} \times 1000 = 47.592$

Proposed Mill Levy Rate = 53.656

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

Multiplied by proposed mill levy of 53.656 = \$4,708,938

53.656 will be the total mills levied if approved

Total ad valorem dollar increase of \$532,247 over 2025 budgeted ad valorem dollars.

2026 Budgeted Mill Levy

FY26 Budgeted Mill Levy	
General Fund	22.000
Emp. Benefit	14.194
Bond & Interest	12.300
Library	4.200
Emergency Equip.	0.962
Total Mills	53.656

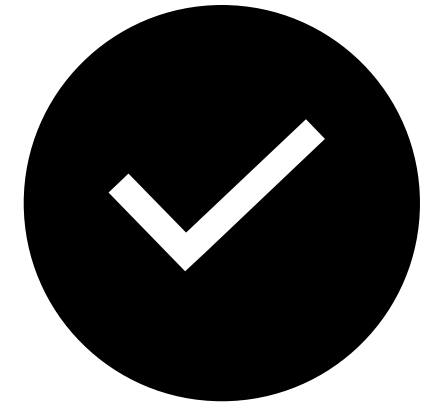
Next Steps



OPEN THE REVENUE NEUTRAL RATE
PUBLIC HEARING



RECEIVE COMMENTS FROM ANYONE IN
ATTENDANCE WHO WOULD LIKE TO
SPEAK REGARDING THE INTENT TO LEVY
PROPERTY TAXES IN EXCESS OF THE
REVENUE NEUTRAL RATE



CLOSE THE REVENUE NEUTRAL RATE
HEARING AND CONSIDER
RESOLUTION 796-25 UTILIZING A
ROLL CALL VOTE

Resolution No. 796-25

A RESOLUTION OF THE CITY OF VALLEY CENTER, KANSAS TO LEVY A PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE;

WHEREAS, the Revenue Neutral Rate for the City of Valley Center was calculated as 47.592 mills by the Sedgwick County Clerk; and

WHEREAS, the budget proposed by the Governing Body of the City of Valley Center will require the levy of a property tax rate exceeding the Revenue Neutral Rate; and

WHEREAS, the Governing Body held a hearing on September 2nd, 2025 allowing all interested taxpayers desiring to be heard an opportunity to give oral testimony; and

WHEREAS, the Governing Body of the City of Valley Center, having heard testimony, still finds it necessary to exceed the Revenue Neutral Rate.

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

The City of Valley Center shall levy a property tax rate exceeding the Revenue Neutral Rate of 47.592 mills.

This resolution shall take effect and be in force immediately upon its adoption and shall remain in effect until future action is taken by the Governing Body.

ADOPTED this 2nd day of September 2025 and **SIGNED** by the Mayor.

Roll Call Vote		
	Councilmember	AYE/NAY
<hr/> Mayor	Matt Stamm	
	Chris Evans	<hr/>
	Amy Reid	<hr/>
	Ben Anderson	<hr/>
	Gina Gregory	<hr/>
Attested:	Dale Kerstetter	<hr/>
	Robert Wilson	<hr/>
	Ron Colbert	<hr/>
<hr/> City Clerk		

NEW BUSINESS
RECOMMENDED ACTION

**H. PUBLIC HEARING REGARDING THE 2026 VALLEY CENTER
PROPOSED PROPERTY TAX LEVY IN EXCESS OF THE
REVENUE RATE AND ADOPTION OF RESOLUTION 796-25:**

Should Council choose to proceed,

RECOMMENDED ACTION

Staff recommend motion to:


- 1. Open the Revenue Neutral Rate Public Hearing.**
 - Receive Public Comment**
- 2. Approval of Resolution 796-25 to levy a property tax rate exceeding the revenue neutral rate (with a roll call vote)**
- 3. Close the Revenue Neutral Rate Public Hearing.**

NEW BUSINESS

I. BUDGET HEARING REGARDING THE 2026 VALLEY CENTER BUDGET AND ADOPTION OF THE 2026 BUDGET:

Finance Director Miller will give a brief overview of the FY26 budget certificate page. Notice of 2026 Budget Hearing was published in the August 14, 2025, edition of the Ark Valley News and to the City of Valley Center website on August 8, 2025.

- 2026 Budget Letter
- FY26 Budget Certificate



Hearing to Approve the 2026 Budget

Procedure

- Requesting the FY26 Budget be approved tonight to give staff time to submit the budget to Sedgwick County by Oct. 1st, for review and submission to the state.
- The FY26 budget certificate must be signed by all present governing body members.
- If any outcome other than the one presented tonight is approved, a recess will be requested to allow staff time to adjust the budget certificate and provide a new recommended motion.
- If the budget is not approved tonight, the Sept. 16th meeting will be the last meeting to hold a public hearing and approve the FY26 budget.

FY26 Budget Expenditures

Ad Valorem Fund Expenditures	
General Fund	\$4,594,218
Emp. Benefit	\$1,751,904
Bond & Interest	\$2,342,410
Library	\$409,622
Emergency Equip.	\$76,000
Total	\$9,174,154

FY26 General Fund Overview

Expenditures:	2023 ACTUAL	2024 ACTUALS	2025 BUDGETED	2026 REQUESTED
Revenues:				
TOTAL REVENUE	\$ 4,044,868	\$ 4,296,769	\$ 4,073,139	\$ 4,520,909
Administration Department	\$ 901,832	\$ 1,015,877	\$ 950,152	\$ 1,143,079
Community Development Department	\$ 232,189	\$ 285,028	\$ 275,282	\$ 304,883
Senior Services	\$ -	\$ -	\$ -	\$ 110,808
Park & Public Grounds Department	\$ 595,770	\$ 623,820	\$ 672,250	\$ 678,508
Police Department	\$ 1,459,616	\$ 1,369,829	\$ 1,544,203	\$ 1,580,287
Fire Department	\$ 525,300	\$ 532,332	\$ 563,950	\$ 594,566
Legal & Court Department	\$ 170,376	\$ 163,330	\$ 173,895	\$ 182,087
TOTAL EXPENDITURES	\$ 3,885,084	\$ 3,990,215	\$ 4,179,732	\$ 4,594,218
Budgeted Income (Gain/Loss)	\$ 159,784	\$ 147,602	\$ (106,593)	\$ (73,309)
Fund Balance - January 1	\$ 1,381,062	\$ 1,540,616	\$ 1,688,218	\$ 1,581,625
Fund Balance - December 31	\$ 1,540,616	\$ 1,688,218	\$ 1,581,625	\$ 1,508,316

Special Streets and Highway

2026 Projected Revenues	2026 Budgeted Expenditures
\$1,158,000	\$1,313,000
Unencumbered Cash Balance projected as of Dec. 31 st , 2026	\$378,121

Enterprise Funds

Fund	2026 Projected Revenues	2026 Budgeted Expenditures	Fund Balance as of Dec. 31 st , 2026
Water	\$2,579,300	\$3,005,750	*\$3,784,714
Sewer	\$1,562,791	\$1,571,200	*\$1,683,180
Storm Water	\$335,000	\$365,200	\$309,263
Solid Waste	\$630,955	\$575,250	\$237,283

*Water and Sewer 2026 EOY include reserve account balances

Recommendation

**ADOPTING THE CITY OF VALLEY CENTER 2026 BUDGET,
PARTIALLY FUNDED BY A PROPERTY TAX LEVY OF
4,708,938 DOLLARS, EQUIVALENT TO 53.656 MILLS.**

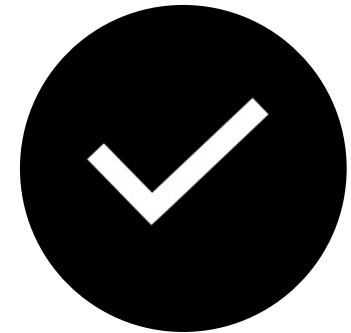
Next Steps



OPEN THE APPROVAL OF THE
BUDGET PUBLIC HEARING



RECEIVE COMMENTS FROM ANYONE IN
ATTENDANCE WHO WOULD LIKE TO
SPEAK REGARDING THE APPROVAL OF
THE 2026 BUDGET. APPROVE THE
RESOLUTION TO ADOPT THE 2026
BUDGET.



CONCLUDE THE PUBLIC HEARING
AND AUTHORIZE THE NECESSARY
SIGNATURES.

*IF THE BUDGET IS NOT APPROVED TONIGHT, THE SEPT.
16TH MEETING WILL BE THE LAST MEETING TO HOLD A
PUBLIC HEARING TO APPROVE THE 2026 BUDGET.

CERTIFICATE

To the Clerk of Sedgwick County, State of Kansas

We, the undersigned, officers of

City of Valley Center

- certify that: (1) the hearing mentioned in the attached publication was held;
 (2) after the Budget Hearing this budget was duly approved and adopted as the
 maximum expenditures for the various funds for the year 2026; and
 (3) the Amounts(s) of 2025 Ad Valorem Tax are within statutory limitations.

			2026 Adopted Budget		
			Budget Authority for Expenditures	Amount of 2025 Ad Valorem Tax	Final Tax Rate (County Clerk's Use Only)
Table of Contents:			Page No.		
Allocation of MVT, RVT, 16/20M Veh Tax			2		
Schedule of Transfers			3		
Statement of Indebtedness			4		
Statement of Lease-Purchases			5		
Computation to Determine State Library Grant			6		
Fund					

Revenue Neutral Rate 47.592

Does budget require a resolution to exceed the Revenue Neutral Rate? YES

Assisted by: _____

Address: _____

Email: _____

Attest: _____, 2025

County Clerk

Governing Body

CPA Summary

NEW BUSINESS
RECOMMENDED ACTION

**I. BUDGET HEARING REGARDING THE 2026 VALLEY CENTER
BUDGET AND ADOPTION OF THE 2026 BUDGET**

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion to

- 1. Open the Public Hearing for the 2026 City of Valley Center Budget**
 - Receive Public Comment**
- 2. Adopt the 2026 Budget as presented.**
- 3. Close the Public Hearing for the 2026 City of Valley Center Budget**

NEW BUSINESS

J. APPROVAL TO EXPAND ACH PAYMENTS:

Finance Director Miller will request approval to expand the acceptance of ACH payments from customers and vendors. The City would not charge for this service at this time.

➤ Staff Memo



September 2nd, 2025

To: Mayor Truman & Members of Council

From: Clint Miller – Finance Director

Subject: Expansion of Automated Clearing House (ACH)

BACKGROUND

The City currently accepts ACH payments for monthly utility payments only. We do not charge a fee to customers paying via ACH. The City wishes to expand the acceptance of ACH payments to all other departments in the City.

PROPOSAL

Enclosed are the rates charged by nearby cities:

City	ACH Charge
Maize	Unlisted
Haysville	Unlisted
Newton	\$1.00
Augusta	\$1.50
Goddard	Unlisted
Derby	\$2.00
Andover	Unlisted

Valley Center recommends the following changes:

1. Expand receipt of ACH payments to all departments in the City. This includes Court payments, Licenses, Permits, Enterprise Funds and all other payments to the City.
2. All ACH payments to the City will be free of charge. We have negotiated a no-charge rate with Peoples bank for ACH's. We will create a one-page ACH form for customers to fill out if they wish to use that form of payment.

Sincerely,

Clint Miller
Finance Director

NEW BUSINESS
RECOMMENDED ACTION

J. APPROVAL TO EXPAND ACH PAYMENTS:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommend motion to approve expanding the receipt of ACH payments to all departments of the City.

NEW BUSINESS

K. APPROVAL TO EXPAND AND INCREASE CREDIT CARD FEES:

Finance Director Miller will request approval to expand and increase credit card fees. This increase is in line with other fees charged by nearby cities.

- Staff Memo



September 2nd, 2025

To: Mayor Truman & Members of Council

From: Clint Miller – Finance Director

Subject: Credit Card Fees

BACKGROUND

The City currently takes credit cards for utility payments, Courts, permits and licenses. The City currently charges a credit card fee to customers only for utility payments. Last year the City paid \$50,300 in credit card fees and recouped \$30,544 in fees from customers. Our total loss in credit card fees was \$19,756 or approximately \$1,646 per month. As credit card fees continue to climb annually, the City would like to move away from covering these credit card fees.

PROPOSAL

Enclosed are the current credit card rates charged by nearby cities:

City	Rate Currently Charging
Maize	3.0%
Haysville	3.5%
Newton	3.0%
Augusta	3.5%
Goddard	Unlisted but charges fees
Derby	Unlisted but charges fees
Andover	3.0%

Valley Center recommends the following change. The City will charge customers an additional 3.0% of their total if they choose to pay via credit card. Valley Center will still accept cash, check, money order, cashier's check or ACH with no expense to the customer.

Sincerely,

Clint Miller
Finance Director

NEW BUSINESS
RECOMMENDED ACTION

K. APPROVAL TO INCREASE AND EXPAND CREDIT CARD FEES:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommend motion to approve expanding and increasing the credit card rates from 1.75% to 3% for all credit card charges.

NEW BUSINESS

L. APPROVAL FOR CASELLE SOFTWARE SYSTEM:

Finance Director Miller will explain the search for a new Enterprise Resource Planning (ERP) software system. He will present bids from 4 companies and then request approval for the Caselle Software System.

➤ Staff Memo



September 2nd, 2025

To: Mayor Truman & Members of Council

From: Clint Miller – Finance Director

Subject: Purchase of Enterprise Resource Planning (ERP) Software System

BACKGROUND

The City is currently using Incode 9 from Tyler Technologies for our ERP software system. This program is used for all government functions and departments. The City has been under contract with Tyler since 2003, but Incode 9 will soon be discontinued. City staff participated in a demo with the next version of the product (Tyler Incode 10) but did not feel it had all the features that the City needed. A search for a new vendor was conducted. 17 possible ERP replacement options were explored with conversations and demos of their products.

PROPOSAL

City Staff received multiple bids for the replacement of Tyler Incode 9. Here are the 4 top proposals:

Company	Annual Expense	One-Time Conversion Expense
Central Square	\$94,400	\$95,400
OpenGov	\$207,000	\$275,000
Acclarian	\$75,000	\$140,000
Caselle	\$73,464	\$134,388-\$144,388

Caselle was the only vendor we found that had a full Municipal Court module built into their software system. All other options would require an additional outside Courts module that could add another \$5,000-\$10,000 expense to the Annual Expense column listed above. In addition, the City felt Caselle was able to meet or exceed all departmental needs that we presented to them.

The recommendation is to purchase the Caselle ERP system. It will have a one-time conversion and training expense between \$134,388-\$144,388 with an ongoing annual expense of \$73,464. The date of implementation will be set for February 1, 2027.

Sincerely,

Clint Miller
Finance Director

NEW BUSINESS
RECOMMENDED ACTION

L. APPROVAL FOR CASELLE SOFTWARE SYSTEM:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommend motion to authorize City Staff to pursue agreement with Caselle for an Enterprise Resource Planning ERP for Software System.

NEW BUSINESS

M. APPROVAL OF PURCHASE OF VACUUM/JETTER TRUCK:

Public Works Director Eggleston will request approval to purchase a 900 ECO 12 Yard Combination Sewer Cleaner from Armor Equipment. The purchase was included in the 2026 budget. Purchase price is \$605,440.20.

- Staff Memo
- Quote



September 2, 2025

To: Mayor Truman & Members of Council

From: Rodney Eggleston – Public Works Director

Subject: Combination Vacuum/Jetter Truck

BACKGROUND

For decades now, the city has been entering into a reoccurring agreement with various vendors to have our sewer mains and lift stations flushed and cleaned. This activity requires specialized equipment like the one being presented to you this evening. The purchase of this piece of equipment would allow city staff to assume these duties, saving the city a significant yearly cost. This equipment is capable of much more than sewer line cleaning in other areas of Public Works also.

PROPOSAL

Staff are recommending the purchase of a 900 ECO 12 Yard Combination Sewer Cleaner from Armor Equipment. This piece of equipment will be used for cleaning and flushing of the city's sewer collection system and much more.

FINANCIAL CONSIDERATION

This was added to the 2026 budget and will be purchased with financing and reserve funds.

SUMMARY

Staff are recommending approval of the quote from Armor Equipment in the amount of \$605,440.20 and authorizing the Mayor or City Administrator to sign.

Sincerely,

Rodney Eggleston
Public Works Director



QUOTATION

Page 1 of 1

Name	FOB	Delivery Date	Date
City of Valley Center	Valley Center	To be determined	07/18/25
Address		Other	
510 S Sheridan		nmanning@valleycenterks.gov	
City, State, ZIP	Contact	Telephone	Fax
Valley Center, KS 67147	Nicholas Manning	918-916-0518	

Quantity	Description	Each	Total
	900-ECO 12 YARD TRUCK MOUNTED COMBINATION SEWER CLEANER SEE ATTACHED QUOTATION FOR ALL THE STANDARD AND SUPPLIED OPTIONS.		
	2026 FREIGHTLINER 114SD Plus Detroit Diesel Engine 450HP, Allison 4500 transmission		
1	SALE PRICE PER SOURCEWELL CONTRACT # 101221-SCA City of Valley Center Sourcewell account # 103767	\$597,260.20	\$597,260.20
4	Procom Atlas Pro industrial wireless headset	\$1,295.00	\$5,180.00
1	Tariff Surcharge	\$3,000.00	\$3,000.00

Tariff surcharges and "full" tariffs may be added and invoiced should they app

** all equipment orders must have a signed quote & deposit or purchase order
in place & until in place the unit is subject to prior sale.

Quoted by:	<u>Justin Hanson</u>	Sub Total	\$605,440.20
Approved by:	<u></u>	F.E.T.	n/a
Accepted by:	<u></u>	Sales Tax	n/a
		TOTAL	\$605,440.20

NEW BUSINESS
RECOMMENDED ACTION

M. APPROVAL OF PURCHASE OF VACUUM/JETTER TRUCK:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion to authorize purchase of Vacuum/Jetter Truck in the amount of \$605,440.20 and authorize Mayor or City Administrator to sign.

NEW BUSINESS

N. PLAT AGREEMENT WITH PEC:

City Administrator Clark and representative with PEC will present agreement for Valley Center Industrial Park Plat. The agreement shall consist of the Preliminary Plat, Final Plat, Plat Drainage Plan and the legal description for vacated right-of-way. Agreement Fee will be \$47,500.00

- PEC Agreement for Valley Center Industrial Park Plat
- Map



August 28, 2025

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

Reference: AGREEMENT for Valley Center Industrial Park Plat
Valley Center, Kansas
PEC Project No. 257013-003

Dear Mr. Clark:

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

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

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

Client recognizes field investigations may damage existing property. PEC will take reasonable precautions to minimize property damage whenever field investigations are included in the Services.

Brent Clark
City of Valley Center, Kansas
Valley Center Industrial Park Plat
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Page 2

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

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

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

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

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

Differing, Concealed, or Unknown Conditions. If PEC encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to PEC or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, PEC will, if practicable, promptly notify Client before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not

Brent Clark
City of Valley Center, Kansas
Valley Center Industrial Park Plat
August 28, 2025
Page 3

become evident until construction. PEC assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in PEC's cost of, or time required for performance of any part of the Services, PEC's compensation and time for performance will be equitably increased.

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

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

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

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

Termination. Both the Client and PEC have the right to terminate this Agreement for convenience upon fifteen calendar days' written notice to the other party. Upon termination of this Agreement, PEC shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination.

Environmental Hazards. Client acknowledges that the Services do not include the detection, investigation, evaluation, or abatement of environmental conditions that PEC may encounter, such as mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. Client agrees to defend, indemnify, and hold PEC harmless

Brent Clark
 City of Valley Center, Kansas
 Valley Center Industrial Park Plat
 August 28, 2025
 Page 4

from any claims relating to the actual or alleged existence or discharge of such materials through no fault of PEC. PEC may suspend the Services, without liability for any damages, if it has reason to believe that its employees may be exposed to hazardous materials.

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

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

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

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

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

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

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

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

Brent Clark
City of Valley Center, Kansas
Valley Center Industrial Park Plat
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Page 5

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

No "Flow-down" Provisions. PEC agrees to no "flow-down" provisions from any contract between Client and any third-party unless the same are specifically identified in PEC's proposal/agreement.

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

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

Thank you for engaging PEC; we look forward to working with you. If this Agreement is acceptable, please sign below and return an executed copy to me. Receipt of the executed copy will serve as PEC's notice to proceed with the Services. The terms of this proposed Agreement are valid for 30 days after the date of PEC's execution. PEC reserves the right to amend the proposed Agreement if not accepted within that time.

Sincerely,

RMM:cds

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: _____, Signatory

Printed Name: Benjamin M. Mabry, P.E.

Title: VP Municipal Transportation Engineering

Date: _____

ACCEPTED:

CITY OF VALLEY CENTER, KANSAS

By: _____

Printed Name: _____

Title: _____

Date: _____



EXHIBIT A

A. Project Description

1. The Project shall consist of platting City owned property north of Clay St. and east of Sheridan Ave and vacating Ash Ave cul-de-sac in Valley Center, Kansas.

B. Anticipated Project Schedule

1. The fully executed copy of the contract will serve as PEC's notice to proceed with the services.
2. PEC shall commence its services on the Project within 5 days after receiving CLIENT's notice to proceed.
3. PEC and CLIENT anticipate that the duration to complete application documents will be approximately 9 weeks after receiving Notice to Proceed.
4. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any CLIENT, Authority Having Jurisdiction, contractor or vendor's performance schedule.

C. Project Deliverables

1. The Project Deliverables shall consist of the following:
 - a) Preliminary Plat
 - b) Final Plat
 - c) Plat Drainage Plan
 - d) Legal Description for vacated right-of-way

D. Scope of Services

1. General Scope Items for Professional Services:
 - a) All drawings produced by PEC will be sealed by an Engineer, and/or Surveyor licensed in the State of Kansas where applicable.
 - b) Attend and assist in facilitating a kickoff meeting with CLIENT to formalize the concept criteria and PROJECT boundaries, lines of communication and overall project procedures.
 - c) Attend local meetings with CLIENT as required.
 - d) Provide project correspondence and consultation with CLIENT.
 - e) Provide quality control review prior to submission of project deliverables.
2. Survey Services:
 - a) Set inter-visible control points in area of construction. Obtain reference ties.
 - b) Set benchmark within building area for construction.
 - c) Recover sufficient monumentation as required to enable drafting of boundary information.
 - d) Procure Ownership and Encumbrance Report(s) for subject parcel(s).



- e) Collect topographic survey data, including surface locations sufficient to provide 1' contours per the survey limits sketch (Exhibit B).
- f) Locate all above and below grade utility improvements. PEC will not be responsible for searching for utilities beyond utilizing the One Call system.
- g) CLIENT also acknowledges that the Kansas One-Call utility locator(s) may not mark their utility(ies), provide facility mapping of their utility(ies), or respond to the initial design survey ticket.
- h) CLIENT is responsible for providing access to all sealed, locked, or otherwise concealed/inaccessible structures that may be on site in a timely order.
- i) Compare record information received from utility providers to actual utilities flagged in the field. Notify locating service of any discrepancies and make a reasonable effort to resolve in the field. Utilities identified in record information that cannot be resolved in the field will be drafted in the general alignment shown in the record information and will be specifically identified as "RECORD" on the deliverable drawing. PEC is not responsible for the accuracy of utility information not physically identified on-site.
- j) Locate all sanitary and storm sewer structures, such as area inlets, curb inlets, junction boxes, manholes, etc., the top of structure information will be collected as well as all flowlines in and out, and pipe size/material.
- k) Locate all buildings and substantial features, including parking, sidewalks, paving limits/type, playground areas/equipment, landscape areas, etc.
- l) Tree limits and groups of trees will be identified and shown in the drawing. Any trees twelve (12) caliper inches and larger shall be identified/shown.
- m) The coordinate base will be Kansas Regional Coordinate System Zone 17 Wichita and the elevations will be referenced to the NAVD 88 datum.
- n) Boundary survey work to include review of a current title report or current deed of record of record for the property, recovering existing property corner monumentation, locating an existing fence, setting monuments to mark a new tract.
- o) Boundary survey will meet or exceed the Minimum Standards required by the Kansas Board of Technical Professions. Restrictive easements and encumbrances listed in the title report will be delineated on the Certificate of Survey.

3. Planning Services including:

- a) Conceptual Layout:
 - i. Develop up to two (2) concept layouts in accordance with Valley Center subdivision standards based on CLIENTs desired density and product type.
 - ii. Attend local design meetings with CLIENT as requested.



b) Platting:

- i. Acquire and review the plat binder (title work) and address all encumbrances noted therein.
- ii. Prepare a Preliminary and Final Plat in accordance with Subdivision Regulations of the Authority Having Jurisdiction. – based on CLIENT approved concept layout
- iii. Set block corners.
- iv. Prepare a Drainage Plan as required by and in accordance with the local stormwater management requirements.
- v. Prepare all platting documents: agreements, covenants, easements, and other documents as required.
- vi. Prepare a Utility Plan, for all public infrastructure improvements, for the area being platted.
- vii. Provide cost estimates, petitions, and petition maps for all proposed infrastructure extensions (water, sanitary sewer, storm drainage and paving). The petitions will be provided to the City.
- viii. Assist CLIENT with Mylar of the plat and supporting documents for signatures.
- ix. Submit Final Plat and all associated plat documents for recording at Sedgwick County Register of Deeds.
- x. PEC will represent CLIENT at up to three (3) public meetings, as requested.

c) Vacation Case:

- i. Prepare sketch of proposed vacation and review with Authority Having Jurisdiction staff to determine limits of notification area. For right-of-way and utility easement vacation, review with any utilities in existing easement for area required to be retained to accommodate facilities.
- ii. Prepare legal description of proposed vacation limits.
- iii. Request, obtain and review certified ownership list.
- iv. Prepare application package for proposed vacation to include application form, vacation order, ownership list, ownership map, legal description, and other required documents, and submit to Authority Having Jurisdiction.
- v. PEC will represent CLIENT at up to two (2) public meetings, as requested.

E. Additional Responsibilities of CLIENT

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

1. Modifications to the schedule made after the Notice to Proceed.
2. Drawings, studies, reports, and other information available pertaining to the existing site.
3. AutoCAD files of site layout, including electronic files.
4. Provide access to site.



5. Timely response to draft documents.

F. Additional Services

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

1. Production of as-builts or release of electronic files.
2. Additional meetings will be performed on an hourly basis.
3. Design of any infrastructure improvements.
4. Analysis of existing utility systems.
5. Design of site improvements.
6. Design of off-site improvements.
7. Geotechnical investigation and report with recommendations for grading or pond design.
8. Alternate layouts and planning services not specifically listed in the Scope of Services.
9. Master Planning services.
10. Traffic Impact analysis.
11. Railroad/Railway Coordination.
12. Entry Monument design.
13. ALTA Survey.
14. Topographic Survey.
15. Construction Phase Services: Construction Staking, Testing and Inspection.

G. Exclusions

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

1. Plan review fees and permit fees.
2. Environmental assessments/clearances.
3. Franchise Utility Design.
4. Railroad/Railway Design.
5. Outside consultants.
6. Special inspection services. Special inspections are usually required by building codes, building officials, or designers for structural elements of the project but may include other design disciplines and testing agencies. Any special inspection services required will be covered under a separate or supplemental agreement and are not covered under standard observation services.



H. **PEC's Fees & Reimbursable Expenses**

1. PEC's Fee for its Scope of Services will be on a lump sum basis of **\$47,500.00**, plus Reimbursable Expenses, allocated as follows:

Services	Subtotal
Concepts	\$ 4,500.00
Survey	\$18,900.00
Platting	\$21,600.00
Vacation	\$ 2,500.00
Totals	\$47,500.00

2. Reimbursable Expenses shall include Permit Fees, Printing Fees, Application Fees, Recording Fees, and Abstractor Fees.
3. CLIENT agrees that the mylar will not be submitted to the Register of Deeds office until contract is paid in full.
4. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.



EXHIBIT B



NEW BUSINESS
RECOMMENDED ACTION

N. PLAT AGREEMENT WITH PEC:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion to approve agreement with PEC for Valley Center Industrial Park Plat in the amount of \$47,500.00 and authorize Mayor or City Administrator to sign.

NEW BUSINESS

O. APPROVAL OF FIRE AGREEMENT WITH SEDGWICK COUNTY:

Public Safety Director Newman will present agreement for Fire Code Inspection and Plan Review by Sedgwick County Fire District #1.

➤ Agreement

**GOVERNMENT SERVICES AGREEMENT
FOR FIRE CODE INSPECTION AND PLAN REVIEW BY SEDGWICK COUNTY FIRE
DISTRICT NUMBER ONE AND ENFORCEMENT BY SEDGWICK COUNTY,
KANSAS IN THE CITY OF VALLEY CENTER, KANSAS**

THIS AGREEMENT is entered into this _____ day of _____, 2025, by and between the City of Valley Center ("City"), Sedgwick County, Kansas ("County"), and Sedgwick County Fire District No. 1 ("Fire District").

WHEREAS, City, County, and Fire District ("the parties") are desirous of providing the best possible fire protection services for the citizens of the City and its environs; and

WHEREAS, the parties are authorized to enter into an agreement for such services pursuant to K.S.A. 12-2908 and K.S.A. 19-3608, and such agreement shall not be regarded as an interlocal agreement under the provisions of K.S.A. 12-2901, *et seq.*; and

NOW, THEREFORE, in consideration of the mutual promises and covenants recited herein, the parties do agree as follows:

1. When requested by the City in writing, the Fire District shall provide building plan review and inspection services for new construction in accordance with City's Fire Code, which shall include building plan review and all construction inspections through final occupancy for properties within City's city limits. Fire District shall complete plan reviews and inspections in a timely manner. Plan reviews will generally be completed and comments provided by Fire District to City within two (2) weeks of plan submittal. Such plan review and inspections shall be completed by Fire District as requested by City through the submission of permits and plans to Fire District, as described in Sections 2 of this Agreement.
2. For building plan review and new construction inspection services, City shall receive all applicable building permits, site plans, and building plans from contractors and charge City's standard building permit fees as applicable. City shall distribute the building permit, site plans, and building plans for each matter in which City is requesting work to Fire District through agreed upon electronic methods. Fire District's building plan review and new construction inspection services shall result in City paying Fire District double the fees calculated by multiplying the value of the construction by the applicable multiplier as set forth in the Plan Review Fee Schedule, which is attached hereto and incorporated herein as Exhibit A, or one hundred fifty dollars and no cents (\$150.00), whichever is greater. City shall remit these payments to the Fire District when City requests Fire District's assistance and submits any applicable permits and plans to the Fire District.
3. Other than as indicated within Sections 2 of this Agreement, City will not be responsible

for any payments to the Fire District for the services provided by the Fire District under this Agreement. Fire District is not responsible for any payments to City under this Agreement.

4. This Agreement shall be effective upon signature of approval of both parties. The term of this Agreement shall be for one (1) year after its effective date. The term of this Agreement shall automatically renew for successive one (1) year terms unless either party elects to terminate this Agreement as specified below. Any of the parties shall have the right to terminate this Agreement upon notice to the other parties as set forth hereinafter. Written notice of termination issued on lawful authority of the terminating party shall be given in writing not less than 30 days prior to the effective date of termination. Notice shall be sent to:

COUNTY AND FIRE DISTRICT:

Sedgwick County Fire District No. 1
Attn: Fire Chief
7750 N. Wild West Dr.
Park City, KS 67147

and

County Counselor's Office
Attn: Contract Notification
100 N. Broadway, Suite 650
Wichita, KS 67202

CITY:

City of Valley Center
Attn: City Administrator
121 S. Meridian
Valley Center, KS 67026

5. The City shall indemnify the 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 the City's negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement.
6. The City shall indemnify the Fire District, 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 the City's negligence and/or willful,

wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement.

7. The County shall indemnify the City, 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 the County's negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement.
8. The Fire District shall indemnify the City, 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 the Fire District's negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement.
9. This Agreement does not authorize or require Fire District staff to serve in any enforcement capacity under City ordinances.
10. This Agreement contains the entire agreement between the parties relating to the subject matter hereto. No amendment, waiver or modification of this Agreement shall be effective unless reduced to writing and signed by the authorized officers of each of the parties hereto.

[Remainder of page is intentionally blank]

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date herein written.

CITY OF VALLEY CENTER, KANSAS

BOARD OF COUNTY
COMMISSIONERS SITTING AS
GOVERNING BODY FOR
SEDGWICK COUNTY FIRE
DISTRICT NUMBER ONE

Jet Truman, Mayor

Ryan Baty, Chairman
Commissioner, Fourth District

ATTEST:

ATTEST:

Kristi Carrithers, City Clerk

Kelly B. Arnold, County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Barry Arbuckle, City Attorney

Armand L. Shukaev
Assistant County Counselor

ATTEST:

Kelly B. Arnold, County Clerk

EXHIBIT A

Building plan review and new construction inspection fees are calculated by the multiplying the value of the construction by the applicable multiplier as set forth in the below schedule and then doubling said number. In the event the calculated fee is less than one hundred fifty dollars and no cents (\$150.00), the minimum fee of one hundred fifty dollars and not cents (\$150.00) shall apply.

PLAN REVIEW FEE SCHEDULE

Valuation			Multiplier
\$0.00	to	\$50,000.00	0.0015*
\$50,001.00	to	\$100,000.00	0.0012
\$100,001.00	to	\$150,000.00	0.00098
\$150,001.00	to	\$200,000.00	0.000975
\$200,001.00	to	\$300,000.00	0.00082
\$300,001.00	to	\$400,000.00	0.000785
\$400,001.00	to	\$500,000.00	0.00075
\$500,001.00	to	\$600,000.00	0.00072
\$600,001.00	to	\$700,000.00	0.0007
\$700,001.00	to	\$800,000.00	0.00068
\$800,001.00	to	\$900,000.00	0.00067
\$900,001.00	to	\$1,000,000.00	0.00065
\$1,000,001.00	to	\$2,000,000.00	0.00063
\$2,000,000.00 +			0.0006

*minimum charge \$150.00

NEW BUSINESS
RECOMMENDED ACTION

O. APPROVAL OF FIRE AGREEMENT WITH SEDGWICK COUNTY:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion to approve fire agreement with Sedgwick County and authorize Mayor, City Clerk and City Attorney to sign.

NEW BUSINESS

P. ORDINANCE 1431-25; VACATE PORTION OF A STREET (NOW PARK STREET):

City Administrator Clark will present for 1st reading Ordinance 1431-25. The Ordinance authorizes the city to vacate a portion of Ave A, which is now Park Street.

- Ordinance 1431-25
- Exhibit A and Map

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: 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 16th day of September, 2025.

First Reading September 2, 2025
Second Reading September 16, 2025

Seal

Attest:

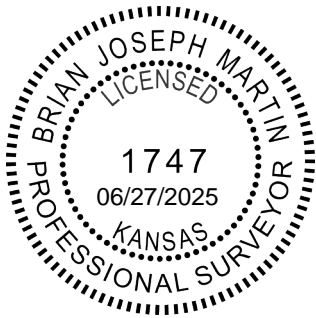
Kristi Carrithers, City Clerk

James E. Truman, Mayor

EXHIBIT A
SHEET 1 OF 2



Street Vacation of a portion of Avenue A, Westfall's Subdivision of a part of Reserve B, in the Original Town Site of Valley Center, Kansas as follows:

Street Vacation described and prepared on 6/26/2025 by Brian J. Martin PS #1747 and Professional Engineering Consultants P.A., C.L.S. #65, The South 150.00 feet of Avenue A, adjacent to Lots 6, 8, 10 and 12 on the East and a portion of Reserve B on the West being part of Westfall's Subdivision described as Beginning at the southwest corner of Lot 6 Westfall's Subdivision; thence S00°45'35"E (bearings based on the Kansas Coordinate System 1983 South Zone, along the east line of Avenue A) along the west line of said lots 8, 10 and 12 a distance of 150.00 feet to the southwest corner of said Lot 12; thence S89°07'06"W a distance of 70.00 feet to the southeast corner of said Reserve B; thence N00°45'35"W along the east line of said Reserve B a distance of 150.00 feet; thence N89°07'06"E a distance of 70.00 feet to the west line of said Lot 6; thence S00°45'35"E along said west line a distance of 20.00 feet to the Point of Beginning encompassing 0.273 acres more or less.



PREPARED BY: BRIAN J. MARTIN PS #1747
PEC PROJECT NO. 250650-000

U:\FieldServices\2025\0650\000\250650-000\250650-000\Drawings\Exhibits\Vacation Easement

 PROFESSIONAL ENGINEERING CONSULTANTS, P.A. 303 SOUTH TOPEKA WICHITA, KS 67202 316-262-6457 www.pec1.com	VALLEY CENTER STREET VACATION AVENUE "A" STREET VACATION		
	COUNTY	TRACT NO.	PROJ. NO. 250650-000
	SEDGWICK	PART OF AVENUE "A"	DATE: 06/26/2025

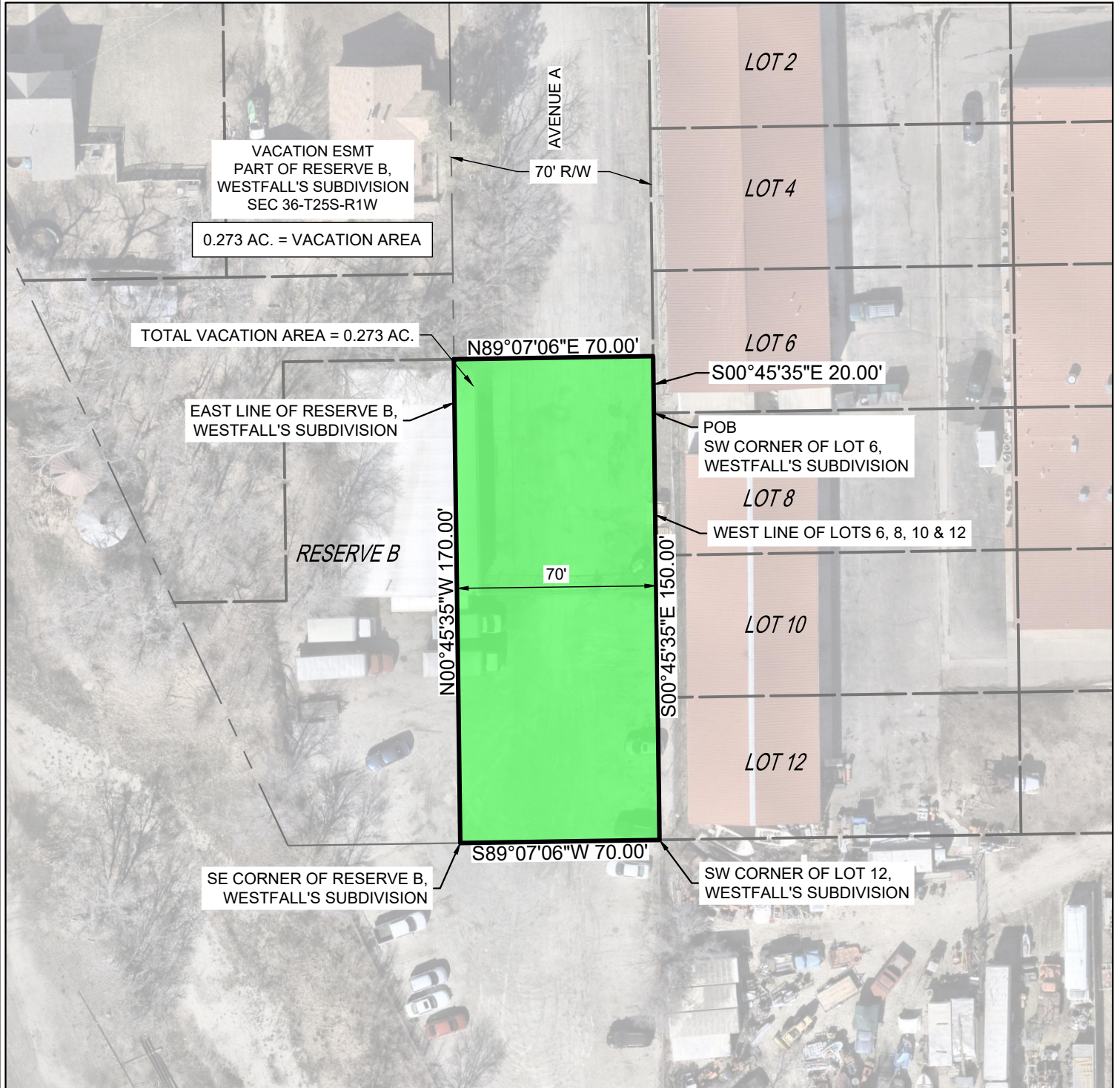
LEGEND

EXHIBIT A

SHEET 2 OF 2

- LOT LINE
- ROAD R/W LINE
- VACATION ESMT
- R/W
- POB / POC
- RIGHT OF WAY
- POINT OF BEGINNING / COMMENCING

1. THIS SKETCH IS PREPARED FOR STREET VACATION PURPOSES.
2. DISTANCES ARE MEASURED OR CALCULATED UNLESS OTHERWISE NOTED.
3. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM KANSAS NAD 83 (2011) SOUTH ZONE.
4. NO OTHER EASEMENTS SHOW PER AGREEMENT WITH CLIENT.



PEC

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

303 SOUTH TOPEKA WICHITA, KS 67202

316-262-6457 www.pec1.com

VALLEY CENTER STREET VACATION
AVENUE "A" STREET VACATION



COUNTY
SEDGWICK

TRACT NO.
PART OF AVENUE "A"

PROJ. NO. 250650-000
DATE: 06/26/2025

NEW BUSINESS
RECOMMENDED MOTION

P. ORDINANCE 1431-25; VACATE PORTION OF A STREET (NOW PARK STREET):

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion to approve for 1st reading Ordinance 1431-25 vacating a portion of Park Street.

NEW BUSINESS

**Q. ORDINANCE 1432-25; ANNEX PERMANENT ROW ALONG
FORD/SENECA STREET:**

City Administrator Clark will request waiver of 1st reading and approval of Ordinance 1432-25. This Ordinance will annex 2 tracts of land adjoining current city boundary lines.

- Ordinance 1432-25
- Map

ORDINANCE 1432-25

AN ORDINANCE OF THE CITY OF VALLEY CENTER, KANSAS ANNEXING TWO TRACTS OF LAND TO VALLEY CENTER KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF VALLEY CENTER KANSAS

SECTION ONE: Pursuant to the authority of the Kansas Eminent Domain Act, in 2022 in Sedgwick County, Kansas District Court Case No 22-CV-778RD, the City of Valley Center Kansas obtained, by the authority of eminent domain a permanent road right of way easement and also utility and public sidewalks and other easements in the two tracts of ground described in Section Two below, and both tracts currently adjoining the current Valley Center Kansas city boundary lines.

SECTION TWO: Under the authority of K.S.A. 12-520, the below described two tracts of ground, both being located in the South half of the East half of the Southeast quarter of Section 31, Township 25 South, Range One East of the 6th PM, Sedgwick County Kansas, except the South 430 feet of the East 238 feet thereof are hereby annexed to and into the city boundary of city of Valley Center Kansas.

TRACT ONE:

Commencing at the Southeast Corner of the Southeast Quarter (SE/4) of Section 31, Township 25 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence bearing N01°30'58"W along the East line of said Southeast Quarter (SE/4), a distance of 430.40 feet; thence bearing S88°29'02"W perpendicular from the East line of said Southeast Quarter (SE/4), a distance of 30.00 feet to the Point of Beginning; thence bearing S89°15'22"W parallel with the South line of said Southeast Quarter (SE/4), a distance of 103.95 feet; thence bearing N25°59'20"E, a distance of 115.13 feet; thence bearing N07°54'24"E, a distance of 126.88 feet; thence bearing N89°15'22"E parallel with the South line of said Southeast Quarter (SE/4), a distance of 30.00 feet; thence bearing S01°30'58"E parallel with the East line of said Southeast Quarter (SE/4), a distance of 228.28 feet to the Point of Beginning.

TRACT TWO:

Commencing at the Southeast Corner of the Southeast Quarter of Section 31, Township 25 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence bearing S89°15'22"W along the South line of said Southeast Quarter (SE/4), a distance of 238.40 feet; thence bearing N00°44'38"W perpendicular from the South line of said Southeast Quarter (SE/4), a distance of 30.00 feet to the Point of Beginning; thence bearing N01°30'58"W parallel with the East line of said Southeast Quarter (SE/4), a distance of 30.00 feet; thence bearing S89°15'22"W parallel with the South line of said Southeast Quarter (SE/4),

a distance of 1081.15 feet; thence bearing S01°30'58"E parallel with the East line of said Southeast Quarter (SE/4), a distance of 30.00 feet; thence bearing N89°15'22"E parallel with the South line of said Southeast Quarter (SE/4), a distance of 1081.15 feet to the Point of Beginning, "thence bearing S. 89° 15' 22" W along the south line" to the Point of Beginning.

SECTION THREE:

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

PASSED AND APPROVED by the governing body of the City of Valley Center, Kansas, on this 2nd day of September, 2025.

First reading: waived

Second reading: September 2, 2025

Seal

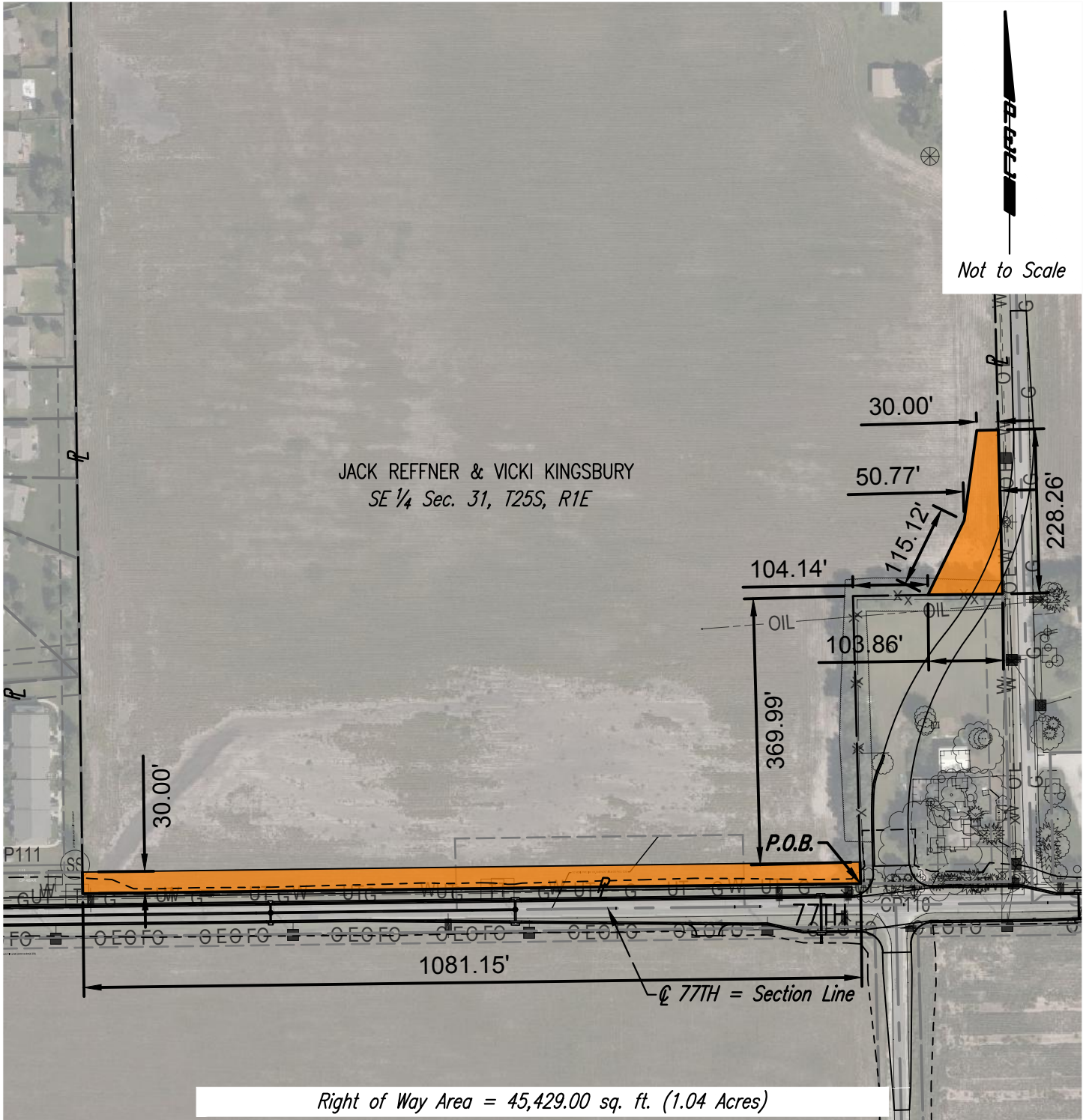
Attest:

Kristi Carrithers, City Clerk

James E. Truman,

Mayor,

TRACT GT-208-1 Right of Way



Legend:

- Proposed Right of Way
- X Guaranteed Impact
- O Potential Impact

Contractor will remove trees and shrubs as needed for construction.

Guaranteed Impact:

Potential Impact:

DATE:

MAY 18, 2021

PROPERTY ADDRESS:

7495 N Seneca St.
Valley Center, KS 67147-8300

OWNER INFO:

Jack Reffner & Vicki Kingsbury
7495 N Seneca St.
Valley Center, KS 67147-8300



PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-2691 www.pec1.com

NEW BUSINESS
RECOMMENDED MOTION

**Q. ORDINANCE 1432-25; ANNEX PERMANENT ROW ALONG
FORD/SENECA STREET:**

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion to waive 1st reading and approve Ordinance 1432-25 to annex permanent ROW along Ford and Seneca Street.

CONSENT AGENDA

- A. APPROPRIATION ORDINANCE – SEPTEMBER 2, 2025**
- B. PLANNING AND ZONING BOARD MINUTES- AUGUST 26, 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 September 2, 2025, as prepared by City Staff.

September 2, 2025, Appropriation

Total

\$ 310,385.27

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
0014	WICHITA WINWATER WORKS CO.							
I-202508123719	WICHITA WINWATER WORKS CO.	R	8/15/2025	7,910.95		063546		7,910.95
0150	AT&T MOBILITY							
I-202508123717	AT&T MOBILITY	R	8/15/2025	907.28		063547		907.28
0153	ARK VALLEY NEWS							
I-202508123716	ARK VALLEY NEWS	R	8/15/2025	1,548.80		063548		1,548.80
0233	IIMC - INT'L INSTITUTE							
I-202508113701	IIMC - INT'L INSTITUTE	R	8/15/2025	195.00		063549		195.00
0261	CTA (COMMUNICATIONS TECHNOLOGY							
I-202508113710	CTA (COMMUNICATIONS TECHNOLOGY	R	8/15/2025	119.58		063550		119.58
0312	VALLEY CENTER RECREATION							
I-202508113702	VALLEY CENTER RECREATION	R	8/15/2025	1,363.50		063551		1,363.50
0586	COX COMMUNICATIONS							
I-202508123712	COX COMMUNICATIONS	R	8/15/2025	10,909.73		063552		10,909.73
0587	DELL FINANCIAL SERVICES, LLC							
I-202508113703	DELL FINANCIAL SERVICES, LLC	R	8/15/2025	6,923.65		063553		6,923.65
0623	CORE & MAIN							
I-202508123720	CORE & MAIN	R	8/15/2025	8,421.30		063554		8,421.30
0728	DITCH WITCH UNDERCON							
I-202508113706	DITCH WITCH UNDERCON	R	8/15/2025	4,158.27		063555		4,158.27
0806	HENRY HELGERSON COMPANY							
I-202508123718	HENRY HELGERSON COMPANY	R	8/15/2025	622.30		063556		622.30
0807	GADES SALES CO, INC.							
I-202508133722	GADES SALES CO, INC.	R	8/15/2025	1,250.00		063557		1,250.00
0824	GALLS, LLC							
I-202508133724	GALLS, LLC	R	8/15/2025	389.22		063558		389.22
0955	RECREATION SUPPLY COMPANY							
I-202508123713	RECREATION SUPPLY COMPANY	R	8/15/2025	229.41		063559		229.41
1078	FLEXIBLE BENEFIT SERVICE CORPO							
I-202508113707	FLEXIBLE BENEFIT SERVICE CORPO	R	8/15/2025	204.25		063560		204.25

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
1118	PYE BARKER FIRE & SAFETY LLC							
I-202508113708	PYE BARKER FIRE & SAFETY LLC	R	8/15/2025	65.00		063561		65.00
1126	EQUIPMENTSHARE.COM, INC.							
I-202508113709	EQUIPMENTSHARE.COM, INC.	R	8/15/2025	5,553.65		063562		5,553.65
1234	FLEET FUELS LLC							
I-202508133725	FLEET FUELS LLC	R	8/15/2025	1,395.20		063563		1,395.20
1240	UTILITY MAINTENANCE CONTRACTOR							
I-202508133723	UTILITY MAINTENANCE CONTRACTOR	R	8/15/2025	2,400.00		063564		2,400.00
1370	AT&T MOBILITY-CC							
I-202508113700	AT&T MOBILITY-CC	R	8/15/2025	290.50		063565		290.50
1389	SITEONE LANDSCAPE SUPPLY							
I-202508113699	SITEONE LANDSCAPE SUPPLY	R	8/15/2025	1,054.05		063566		1,054.05
1400	DONE RIGHT LAWN CARE LLC.							
I-202508113704	DONE RIGHT LAWN CARE LLC.	R	8/15/2025	75.00		063567		75.00
1474	JAN-PRO REGIONAL FRANCHISE							
I-202508113711	JAN-PRO REGIONAL FRANCHISE	R	8/15/2025	3,805.00		063568		3,805.00
1482	GENERAL CODE							
I-202508113705	GENERAL CODE	R	8/15/2025	2,295.00		063569		2,295.00
1162	CUT RATES LAWN CARE LLC							
I-202508143726	CUT RATES LAWN CARE LLC	R	8/15/2025	5,090.05		063571		5,090.05
0032	AFLAC							
I-AF 202508053693	SUPPLEMENTAL INSURANCE	R	8/22/2025	123.69		063572		
I-AF 202508203743	SUPPLEMENTAL INSURANCE	R	8/22/2025	97.43		063572		
I-AFC202508053693	SUPPLEMENTAL INSURANCE	R	8/22/2025	51.44		063572		
I-AFC202508203743	SUPPLEMENTAL INSURANCE	R	8/22/2025	51.44		063572		
I-AFD202508053693	SUPPLEMENTAL INSURANCE	R	8/22/2025	110.36		063572		
I-AFD202508203743	SUPPLEMENTAL INSURANCE	R	8/22/2025	110.36		063572		
I-AFL202508053693	SUPPLEMENTAL LIFE INSURANCE	R	8/22/2025	60.10		063572		
I-AFL202508203743	SUPPLEMENTAL LIFE INSURANCE	R	8/22/2025	60.10		063572		
I-AFO202508053693	SUPPLEMENTAL INSURANCE	R	8/22/2025	45.89		063572		
I-AFO202508203743	SUPPLEMENTAL INSURANCE	R	8/22/2025	19.66		063572		730.47
0445	DELTA DENTAL OF KANSAS, INC.							
I-DDS202508053693	DENTAL INSURANCE	R	8/22/2025	291.52		063573		
I-DDS202508203743	DENTAL INSURANCE	R	8/22/2025	291.52		063573		
I-DEC202508053693	DENTAL INSURANCE	R	8/22/2025	249.06		063573		
I-DEC202508203743	DENTAL INSURANCE	R	8/22/2025	213.48		063573		
I-DES202508053693	DENTAL INSURANCE	R	8/22/2025	252.56		063573		

VENDOR SET: 02 City of Valley Center

September 2, 2025 City Council Agenda Page 164

BANK: APBK PEOPLES CHECKING

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

				CHECK	INVOICE		CHECK	CHECK	CHECK	
VENDOR	I.D.	NAME		STATUS	DATE	AMOUNT	DISCOUNT	NO	STATUS	AMOUNT
	I-DES202508203743	DENTAL	INSURANCE	R	8/22/2025	252.56		063573		
	I-DFM202508053693	DENTAL	INSURANCE	R	8/22/2025	786.50		063573		
	I-DFM202508203743	DENTAL	INSURANCE	R	8/22/2025	594.02		063573		2,931.22
0566		SURENCY LIFE AND HEALTH								
	I-VEC202508053693	VISION	INSURANCE	R	8/22/2025	7.93		063574		
	I-VEC202508203743	VISION	INSURANCE	R	8/22/2025	7.93		063574		
	I-VES202508053693	VISION	INSURANCE	R	8/22/2025	9.24		063574		
	I-VES202508203743	VISION	INSURANCE	R	8/22/2025	9.24		063574		
	I-VMC202508053693	VISION	INSURANCE	R	8/22/2025	78.12		063574		
	I-VMC202508203743	VISION	INSURANCE	R	8/22/2025	69.44		063574		
	I-VME202508053693	VISION	INSURANCE	R	8/22/2025	67.62		063574		
	I-VME202508203743	VISION	INSURANCE	R	8/22/2025	67.62		063574		
	I-VMF202508053693	VISION	INSURANCE	R	8/22/2025	185.57		063574		
	I-VMF202508203743	VISION	INSURANCE	R	8/22/2025	185.57		063574		
	I-VMS202508053693	VISION	INSURANCE	R	8/22/2025	60.72		063574		
	I-VMS202508203743	VISION	INSURANCE	R	8/22/2025	79.66		063574		828.66
0004		JOHNSON AUTOMOTIVE								
	I-202508193732	JOHNSON AUTOMOTIVE		R	8/22/2025	23.96		063575		23.96
0113		VALLEY PRINT LOGISTICS								
	I-202508203739	VALLEY PRINT LOGISTICS		R	8/22/2025	677.60		063576		677.60
0147		TRAFFIC CONTROL SERVICES, INC.								
	I-202508213753	TRAFFIC CONTROL SERVICES, INC.		R	8/22/2025	15,819.44		063577		15,819.44
0179		INTERLINGUAL INTERPRETING SERV								
	I-202508203750	INTERLINGUAL INTERPRETING SERV		R	8/22/2025	233.60		063578		233.60
0204		PITNEY BOWES								
	I-202508203744	PITNEY BOWES		R	8/22/2025	609.00		063579		609.00
0236		VALLEY CENTER CHAMBER OF COMME								
	I-202508203749	VALLEY CENTER CHAMBER OF COMME		R	8/22/2025	5,000.00		063580		5,000.00
0457		CHRISTOPHER MICHAEL LEE DAVIS,								
	I-202508193733	CHRISTOPHER MICHAEL LEE DAVIS,		R	8/22/2025	115.00		063581		115.00
0682		LEXIPOL LLC								
	I-202508203737	LEXIPOL LLC		R	8/22/2025	6,434.33		063582		6,434.33
0713		WICHITA KENWORTH								
	I-202508203735	WICHITA KENWORTH		R	8/22/2025	1,978.91		063583		1,978.91

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
0784	MERIDIAN ANALYTICAL LABS, LLC							
I-202508203752	MERIDIAN ANALYTICAL LABS, LLC	R	8/22/2025	750.00		063584		750.00
0807	GADES SALES CO, INC.							
I-202508203748	GADES SALES CO, INC.	R	8/22/2025	994.02		063585		994.02
0824	GALLS, LLC							
I-202508203751	GALLS, LLC	R	8/22/2025	847.13		063586		847.13
0988	FELD FIRE							
I-202508203741	FELD FIRE	R	8/22/2025	2,273.14		063587		2,273.14
1004	IMAGINE IT, INC.							
I-202508203746	IMAGINE IT, INC.	R	8/22/2025	9,095.67		063588		9,095.67
1118	PYE BARKER FIRE & SAFETY LLC							
I-202508203740	PYE BARKER FIRE & SAFETY LLC	R	8/22/2025	175.00		063589		175.00
1162	CUT RATES LAWN CARE LLC							
I-202508203745	CUT RATES LAWN CARE LLC	R	8/22/2025	1,940.00		063590		1,940.00
1236	SHORT ELLIOT HENDRICKSON, INC.							
I-202508203738	SHORT ELLIOT HENDRICKSON, INC.	R	8/22/2025	167,749.20		063591		167,749.20
1431	T & W TIRE, LLC.							
I-202508203742	T & W TIRE, LLC.	R	8/22/2025	3,378.72		063592		3,378.72
1460	ADVANCED MICROBIAL SOLUTIONS,							
I-202508203747	ADVANCED MICROBIAL SOLUTIONS,	R	8/22/2025	6,000.00		063593		6,000.00
1483	VALLEY CENTER CHRISTIAN CHURCH							
I-202508203736	VALLEY CENTER CHRISTIAN CHURCH	R	8/22/2025	14,543.52		063594		14,543.52

* * T O T A L S * *	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	48		310,305.28	0.00	310,305.28
HAND CHECKS:	0		0.00	0.00	0.00
DRAFTS:	0		0.00	0.00	0.00
EFT:	0		0.00	0.00	0.00
NON CHECKS:	0		0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00		
		VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 02 BANK: APBK TOTALS:	48		310,305.28	0.00	310,305.28

VENDOR SET: 03 City of Valley Center

BANK: APBK PEOPLES CHECKING

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

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
0107	KATHERINE LECHNER							
I-202508123715	KATHERINE LECHNER	R	8/15/2025	79.99		063570		79.99

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

TOTAL ERRORS: 0

		NO	INVOICE AMOUNT		DISCOUNTS	CHECK AMOUNT
VENDOR SET: 03	BANK: APBK TOTALS:	1	79.99		0.00	79.99
BANK: APBK	TOTALS:	49	310,385.27		0.00	310,385.27
REPORT TOTALS:		49	310,385.27		0.00	310,385.27

SELECTION CRITERIA

VENDOR SET: * - All

VENDOR: ALL

BANK CODES: All

FUNDS: All

CHECK SELECTION

CHECK RANGE: 063546 THRU 063594

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

CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99

INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES

PRINT G/L: NO

UNPOSTED ONLY: NO

EXCLUDE UNPOSTED: NO

MANUAL ONLY: NO

STUB COMMENTS: NO

REPORT FOOTER: NO

CHECK STATUS: NO

PRINT STATUS: * - All

B. PLANNING AND ZONING BOARD MINUTES- AUGUST 26, 2025:

**PLANNING AND ZONING BOARD/BOARD OF ZONING APPEALS MEETING
MINUTES
CITY OF VALLEY CENTER, KANSAS**

Tuesday, August 27, 2025 7:00 P.M.

CALL TO ORDER: Vice-Chair, Paul Spranger, called the meeting to order at 7:04 P.M. with the following board members present: Scot Phillips, Dalton Wilson, Amy Bradley.

Members Absent: Rick Shellenbarger, Steve Conway, Gary Janzen

City Staff Present: Kyle Fiedler, Brent Clark, Nick Banning

Audience: Larry Hall, Heather Hall, John McDonald, Becky Black, Jeff Black, Briana Bogden, Genni Trilli, Ryan Trilli, Stan Bogden, Jonathan Suda, Jake Vasa, Jeremy Spexarth, Terry Sowers, Howard Hancock, Darrell Jarman, Barb Jarman, Jet Truman, Dough Ganoung, Brad Isham, James Craven and Nancy Craven.

AGENDA: A motion was made by Spranger and seconded by Wilson to set the agenda. Motion passed unanimously.

APPROVAL OF DRAFT MINUTES: Spranger made a motion to approve July 29, 2025, meeting minutes. The motion was seconded by Wilson. Motion passed unanimously.

COMMUNICATIONS: none

PUBLIC HEARING BEFORE THE PLANNING AND ZONING BOARD/BOARD OF ZONING APPEALS:

1. Review of V-2025-05, application of Larry Hall, Big Larry's Burgers, pursuant to City Code 17.10.08, who is petitioning for a variance to exceed the square footage allowance for signage on property addressed as 328 S. Meridian Ave. Valley Center, Ks. 67147.

Fiedler reviewed his staff report, sharing that City Sign Regulation allow for 2 square feet of signage for every 1 foot of road frontage for the lot. This lot is 127 feet wide, which would allow for 254 square feet of signage. This property is unique and has 5 businesses that occupy the building. Prior to the 2 new signs, the property was already almost double the signage allowance, this approval would allow the 2 new signs to stay, making the property almost 600 square foot over the allowed limit. Public notice was published in the Ark Valley News and mailed to property owners within 200 feet.

Spranger opened the hearing for comments from the public: 7:12 PM

Wilson stated that he did not feel that the signage overall was distracting and due to the nature of the number of businesses understood allowing them to go over.

Spranger closed the hearing for comments from the public: 7:14 PM

Based on the City Staff recommendations, public comments, and discussion by the Board of Zoning Appeals, Spranger made a motion to approve the variance for V-2025-05. Motion was seconded by Wilton. The vote was unanimous. Motion passed.

2. Review of RZ-2025-06, application of Spike Anderson, pursuant to City Code 17.11, who is petitioning for a rezoning of land that is currently zoned C-2, which is the City's designation for a General Business District, to R-1B, which is the City's designation for a Single-Family Residential District. The property is addressed as 525 S. Abilene, Valley Center, KS 67147.

Fiedler reviewed his staff report, sharing that this lot does not meet the minimum width at the setback line, however the applicant has also requested a variance for this. This lot is between residential development and commercial development. Public notice was published in the Ark Valley News and mailed to property owners within 200 feet. There was one contact from the public about this re-zone, just inquiring about the intention of the applicant. Staff are recommending approval.

Spranger opened the hearing for comments from the public: 7:18 PM

Wilson commented that he did not feel the frontage of the lot would be conducive to commercial as it is currently zoned and felt that residential was a better fit for this lot.

Spranger closed the hearing for comments from the public: 7:19 PM

Based on the City Staff recommendations, public comments, and discussion by the Planning and Zoning Board, Spranger made a motion to approve RZ-2025-06. Motion was seconded by Bradley. The vote was unanimous. Motion passed.

3. Review of V-2025-06, application of Spike Anderson, pursuant to City Code 17.10.18. who is petitioning for a variance to have a lot width narrower than required on property addressed as 525 S. Abilene Ave. Valley Center, Ks. 67147.

Fiedler reviewed his staff report, sharing the requested variance is to have a lot about 1 foot narrower than allowed by zoning regulations. Public notice was published in the Ark Valley News and mailed to property owners within 200 feet. There was one contact from the public about this re-zone, just inquiring about the intention of the applicant. Staff are recommending approval.

Spranger opened the hearing for comments from the public: 7:20 PM

No one spoke.

Spranger closed the hearing for comments from the public: 7:21 PM

Based on the City Staff recommendations, public comments, and discussion by the Board of Zoning Appeals, Spranger made a motion to approve V-2025-06. Motion was seconded by Bradley. The vote was unanimous. Motion passed.

4. Review of SD-2025-03, application of 4Front LLC, pursuant to City Code 16.04, who is petitioning for approval of a preliminary plat for land located on the east side of Interurban Dr. between Meadow Rd and 93rd St N (not currently addressed), Valley Center, Ks. 67147.

Fiedler reviewed his staff report, sharing the preliminary plat was for 181 single-family lots with a proposed R-1B zoning. Staff reviewed the plat and provided comments to the engineer who made changes. The development would be served by paved street via the existing Goff Rd and Quail Drive. Public notice was published in the Ark Valley News and mailed to property owners within 200 feet. There were a few contacts from the public about this plat regarding drainage concerns, the preservation of the existing trees, and if this would mean infrastructure being in place to serve Bobwhite Addition. Staff are recommending approval.

Spranger opened the hearing for comments from the public: 7:25 PM

Jake Vasa, engineer for the development shared that Goff Rd will be wider than the rest of the development, there will be a retention basin in the middle of the development and a detention basin towards the south end of the development to detain water before it enters Valley Meadows drainage swale. Vasa also shared that the drainage was designed to meet 100-year flood requirements.

Spranger asked about the type of homes that will be in the development.

Jeremy Spexarth shared that they plan to have both 1-story and 2-story homes averaging 1,200 to 1,400 square feet, with 3 bedrooms.

Doug Ganoung inquired about the price point of the homes.

Spexarth shared their intended price range is \$260,000-\$275,000.

James Craven inquired about the road pavement on 93rd and Interurban.

Fiedler shared that 93rd is in the County and would not be subject to pavement. Interurban would be a discussion the City would have to have, as the subdivision meets City requirements being served by paved roads, Goff Rd and Quail Dr.

Spranger closed the hearing for comments from the public: 7:35 PM

Based on the City Staff recommendations, public comments, and discussion by the Board of Zoning Appeals, Spranger made a motion to approve SD-2025-03. Motion was seconded by Wilson. The vote was unanimous. Motion passed.

5. Review of SU-2025-01, application of Howard Hancock and Terry Sowers, pursuant to City Code 17.11, who are petitioning for a special use application for a pallet recycling facility on property addressed as 201 S. Cedar Ave. Valley Center, Ks. 67147.

Fiedler reviewed his staff report, sharing the requested special use permit is a result of their use not being in the approved portion of the zoning code. Fiedler shared that this business moved into the facility and is currently operating, however the City has met with them to discuss the building, fire and zoning regulations they need to come into compliance with. Public notice was published in the Ark Valley News and mailed to property owners within 200 feet. There were several contacts from the public about this special use, including questions about the EPA/ KDHE restrictions on the property after the fire, concerns about the condition of the property currently and dust created from the property. Specifically, several complaints were in regard to dust around the beginning of week of August. Staff recently found out that the dust collection system on the property across the street had failed, which was the cause of the excessive dust in question. To staff's knowledge the dust collection system has since been repaired. Staff are recommending approval of the special use application contingent upon the facility coming into compliance with building, fire and zoning regulations/ codes with the following conditions: the facility remains in compliance with building, fire and zoning regulations/ codes. To ensure compliance, the Valley Center Fire Department will perform quarterly safety/ compliance inspections, the City's Zoning Administrator should also be notified of all ownership changes of the building and Dependable Pallets.

Spranger opened the hearing for comments from the public: 7:42 PM

Terry Sowers address the hours of operation, which will typically be Monday to Friday 8 am to 5 pm, on occasion they might operate on a Saturday if there is an order they need to get out.

Wilson asked how long they have been in operation in Valley Center.

Fiedler shared they have been operating since May.

Wilson also asked about the difference between this facility and the pallet facility in Park City that has caught on fire a few times.

Howard Hancock addressed that the facility in Park City stores mulch on site, where this operation mulches and hauls it away. Hancock also addressed they are working with Fire Protection Services on expanding the sprinkler system to cover the entire building and loading dock, they have fire extinguishers located appropriately and they have engaged an engineer to draw up plans for electrical service to the building.

Spranger shared he was concerned about the decibel level beyond the property line.

Brad Isham had concerns about fire and dust coming from the pallet recycling operation.

Becky Black confirmed that the mulch would not be stored on site, she did state that she can hear the grinder at her house but it wasn't terrible. She is concerned about the tree growth on the railroad property. She would like to know if the dust is safe and had concerns about fire spreading from this property.

Darrell Jarman has concerns about all of the lumber on the property and the current condition of the property, not being in a kept fashion.

Jeff Black provided some history of the site and other contamination issues. He doesn't want this to be the 3rd business that causes harm to this site and other sites around it.

Hancock shared that when he purchased the site, he received verification from KDHE that the site is considered clean, however there are still monitoring wells.

Spranger confirmed that there would be fire breaks in the pallets and that vegetation would be kept short to help with concerns of fire spreading.

Wilson wanted to hear from Fire Captain Banning.

Fire Captain Nick Banning reviewed some of the requirements that Dependable Pallet will have to follow to comply with fire code. He said not storing mulch on site is a good start to reducing the fire danger, as it is known to combust.

Spranger closed the hearing for comments from the public: 8:13 PM

Based on the City Staff recommendations, public comments, and discussion by the Planning & Zoning Board, Bradley made a motion to approve SU-2025-01 contingent upon the facility coming into compliance with building, fire and zoning regulations/ codes with the following conditions: the facility remains in compliance with building, fire and zoning regulations/ codes. To ensure compliance, the Valley Center Fire Department will perform quarterly safety/ compliance inspections, the City's Zoning Administrator should also be notified of all ownership changes of the building and Dependable Pallets. Motion was seconded by Wilson. The vote was unanimous. Motion passed.

OLD/UNFINISHED BUSINESS:

1. V-2025-03 has been withdrawn by the applicant.

NEW BUSINESS:

1. Due to a large event happening in downtown Valley Center, Fiedler is requesting the October Planning and Zoning meeting be rescheduled. After discussion, the board consensus was to move the meeting to October 23rd, 2025.

STAFF REPORTS:

Fiedler reported that at the next meeting there should be a new staff member in the Community Development Department who will assist in these meetings.

The Farmer's Market has one more event scheduled for September 4th.

ITEMS BY PLANNING AND ZONING BOARD/BZA MEMBERS:

Gary Janzen - absent

Paul Spranger - none

Rick Shellenbarger - absent

Scot Phillips - none

Steve Conway - absent

Dalton Wilson – Asked about the Railroad concerns brought up during the meeting. City Administrator Brent Clark addressed how we try to work with the railroad to clean up their property.

Amy Bradley – absent

ADJOURNMENT OF THE PLANNING AND ZONING BOARD/BOARD OF ZONING APPEALS MEETING: At 8:29 P.M., a motion was made by Spranger to adjourn and seconded by Wilson. The vote was unanimous, and the meeting was adjourned.

Respectfully submitted,

/s/ Kyle Fiedler, Secretary

Gary Janzen, Chairperson

STAFF REPORTS

A. Community Development Director Fiedler

B. Parks & Public Buildings Director Owings

C. Public Safety Director Newman

D. Public Works Director Eggleston

E. Engineer- Vasa

F. City Attorney Arbuckle

G. Finance Director Miller

H. City Clerk/HR Director Carrithers

I. City Administrator Clark

GOVERNING BODY REPORTS

A. Mayor Truman

B. Councilmember Colbert

C. Councilmember Wilson

D. Councilmember Reid

E. Councilmember Anderson

F. Councilmember Gregory

G. Councilmember Kerstetter

H. Councilmember Evans

I. Councilmember Stamm

ADJOURN