



## CITY COUNCIL AGENDA

**May 5, 2026**

***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 3**
6. **ADMINISTRATION AGENDA p 4**
  - A. City Council Meeting Minutes – April 21, 2026
7. **PRESENTATIONS / PROCLAMATIONS p 10**
  - A. Sean Gordon - Gordon CPA
  - B. Clayton Kelley II – Piper Sandler
  - C. Law Enforcement Memorial Day\Police Week Proclamation
8. **PUBLIC FORUM (*Citizen input and requests*) p 10**
9. **APPOINTMENTS -None**
10. **OLD BUSINESS p 12**
  - A. Discussion of Brush Pile p 12
  - B. Bid Award for Abatement Mowing. p 17
  - C. Bid Award for City Promotional Services p 33
11. **NEW BUSINESS p 43**
  - A. Approval of sign waiver for Valley Center Purple Wave Swim Team p 43
  - B. 2026 Roadway Upgrade Services p 46
  - C. Temporary Construction Easement Lot 3 Block A Valley Creek 4<sup>th</sup> Add. p 53
  - D. Permanent Easement Lot 3 Block A Valley Creek 4th Add. p 59
  - E. Change Order# 3 Water Treatment Plant p 63
12. **CONSENT AGENDA p 70**
  - A. Appropriation Ordinance – February 17, 2026 p 71
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13. **STAFF REPORTS p 43**
14. **GOVERNING BODY REPORTS p**
15. **ADJOURN**

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

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

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

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

**CALL TO ORDER**

**ROLL CALL**

**INVOCATION – MINISTERIAL ALLIANCE**

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

**RECOMMENDED ACTION:**

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

## **ADMINISTRATION AGENDA**

### **A. MINUTES:**

Attached are the Minutes from April 21, 2026, regular City Council Meeting as prepared by the City Clerk.

REGULAR COUNCIL MEETING  
April 21, 2026  
CITY HALL  
121 S. MERIDIAN

Mayor Truman called the regular council meeting to order at 7:00 p.m. with the following members present: Ron Colbert, Amy Reid , Gina Gregory, Jeanne Daniels, and Matt Stamm.

Members Absent: Chris Evans, Ben Anderson & Eric Scriven

Staff Present: Lloyd Newman, Public Safety Director  
Kyle Fiedler, Community Development Director  
Neal Owings, Parks and Public Buildings Director  
Barry Arbuckle, City Attorney  
Clint Miller, Finance Director  
Amanda Park, City Clerk/HR Director  
Cyndra Kastens, City Administrator

Press present: Ark Valley News

**APPROVAL OF AGENDA**

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

**ADMINISTRATION AGENDA –**

Colbert moved to approve the minutes of April 7, 2026, regular City Council meeting as presented, seconded by Reid. Vote yea: unanimous. Motion carried.

**PRESENTATIONS/PROCLAMATIONS –**

Roger Stewart presented the Tree City USA certificate and the history of the program. This is the 25<sup>th</sup> year for the City of Valley Center.

Mayor Truman read the Arbor Day Proclamation declaring April 24, 2026, Arbor Day for the City of Valley Center.

**PUBLIC FORUM –**

Gary Goertz discussed a conflict of ownership between the city and himself on the west side of his property and sought further direction.

Tim McNeeley had concerns regarding Code Enforcement related to his property.

**APPOINTMENTS – None**

**OLD BUSINESS –**

A. ORDINANCE #1443-26:

Community Development Director Fiedler presented Ordinance #1443-26 for 2<sup>nd</sup> reading. This will amend the Valley Center City Code Book to provide consistency in sign regulations for residential districts. Reid moved to approve ordinance #1143-26. Motion seconded by Stamm. Vote: yea; unanimous. Motion carried.

B. DISCUSSION OF BRUSH PILE:

Public Works Director Eggleston presented brush pile options. After much discussion, Reid moved to table any discussions until the next council meeting. Motion seconded by Stamm. Vote: yea; unanimous. Motion carried.

C. UPDATE HB 2745/2043 AS IT PERTAINS TO VALLEY CENTER DEBT/BONDING:

Administrator Kastens updated the council on the status of HB2043. She further informed the council on the impact on current projects due to the delays in receiving the temporary note funding as an affect of these legislative bills.

**NEW BUSINESS-**

A. CITY PROMOTIONAL SERVICES RFP

Community Development Director Fiedler presented the RFP (request for proposals) for 2026 Promotional/ Advertising Services. Stamm made motion to approve the RFP, seconded by Daniels. Vote: yea; unanimous. Motion carried

B. REQUEST FOR THE USE OF 225 W MAIN & FARMER'S MARKET SIGNAGE IN THE ROW:

Community Development Director Fiedler requested the use of 225 W Main for the Farmer's Market for 2026 as well as allowing the placement of Farmer's Market signage in the ROW from May 7th through September 2026. Reid made motion to approve the request for the placement of Farmer's Market signage in the ROW as well as the use of 225 W Main for the 2026 Farmer's Market for the 2026 season. Motion seconded by Stamm. Vote: yea; unanimous. Motion carried.

C. STEARMAN TEMPORARY CONSTRUCTION EASEMENT FOR WATER TREATMENT PLANT

Public Works Director Eggleston presented a temporary construction easement for construction of the city raw water line at 505 S Sheridan in the amount of \$1,353.41. Stamm made a motion to approve the Temporary Construction Easement and approve the Mayor to sign. Motion seconded by Colbert. Vote: yea; unanimous. Motion carried.

D. SHARP TEMPORARY CONSTRUCTION EASEMENT FOR WATER TREATMENT PLANT

Public Works Director Eggleston presented a temporary construction easement for construction of the city raw water line at 417 S Sheridan in the amount of \$646.41. Gregory made a motion to approve of Temporary Construction Easement and approve the Mayor to sign. Motion seconded by Stamm. Vote: yea; unanimous. Motion carried.

E. RIO BELLA CHANGE ORDER #3

Public Works Director Eggleston presented change order #3 for a class 1 Erosion Control Mat for slope protection. Colbert made a motion to approve Rio Bella change order #3 in the amount of \$1,050.00 and approve Mayor to sign. Motion seconded by Reid. Vote: yea; unanimous. Motion carried.

## **CONSENT AGENDA**

### **A. APPROPRIATION ORDINANCE – April 15, 2026**

Stamm motion to approve the Consent Agenda as presented. Seconded by Colbert,  
Vote: Yea: Unanimous. Motion carried.

## **STAFF REPORTS**

### **COMMUNITY DEVELOPMENT DIRECTOR FIELDER**

Main Street America and Kansas Main Street will be here May 6, 2026, they will be here all day. They are looking for governing body members to attend this meeting at 10:00AM, 11:00AM or 2:00pm.

### **PARKS & PUBLIC BUILDINGS DIRECTOR OWINGS**

Public Property & Outdoor Spaces board has been meeting for the last couple of months and has created a cemetery subcommittee. They will have a presentation in May 2026 for concepts for Reserve E looking for ideas for budgeting purposes.

### **PUBLIC WORKS DIRECTOR EGGLESTON**

City of Valley Meridian Ave project has been selected as the 2026 recipient of the WSPE outstanding engineering achievement award. City Administrator Kastens and I have been invited to an awards banquet in May.

### **FINANCE DIRECTOR MILLER**

The city will be upgrading our server to a cloud base system. This will start on Wednesday April 26th at 9:00am until they are finished. City Hall will not have phones or computers during this time. I have had a councilmember request a computer/tablet for the use of reading the agenda. If this is something that you want, please let me know.

### **CITY ADMINISTRATOR KASTENS**

The city did not receive the award from WAMPO for 2028 to 2030. We will continue to save for match and reapply. We are going to start the internal replacement of Seneca. Change order review is still underway.

### **MAYOR TRUMAN**

Rodney, good job on the brush pile with lots of research and more to do. Farmers market is coming up and they just keep getting bigger every week. It is for the community and the vendors I just want to encourage everyone to attend.

## **GOVERNING BODY REPORTS –**

### **COUNCILMEMBER REID**

I want to give a shout out to The Valley Center Animal League. I started volunteering with them, it is a great organization. Pathway Church came and did some huge upgrades over the weekend. We have some really sweet dogs.

Stamm moved to adjourn, second by Gregory. Vote Yea: Unanimous. Motion Carried.

**ADJOURN -**

**The meeting adjourned at 8:45 PM.**

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**Amanda Park, City Clerk**

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

**A. MINUTES:**

**RECOMMENDED ACTION:**

**Staff recommends motion to approve the minutes of April 21, 2026 Regular Council Meeting as presented/ amended.**

**PRESENTATIONS / PROCLAMATIONS**

**PRESENTATION FROM SEAN GORDON – GORDON CPA**

Sean Gordon will present the 2025 audit results.

**PRESENTATION FROM CLAYTON KELLEY II – PIPER SANDLER**

Clayton Kelley will present information from May 5, 2026, Bond Sale.

**PROCLAMATION LAW ENFORCEMENT MEMORIAL DAY**

**PUBLIC FORUM**

**APPOINTMENTS**

**PROCLAMATION**  
**Law Enforcement Memorial Day**

**WHEREAS**, Peace Officers Memorial Day is observed annually on May 15th to honor the federal, state, and local law enforcement officers who have made the ultimate sacrifice in the line of duty; and

**WHEREAS**, law enforcement officers serve **with** courage, integrity, and a deep commitment to protecting the lives and property of the citizens they serve; and

**WHEREAS**, these men and women willingly place themselves in harm's way each day to ensure the safety and security of our community; and

**WHEREAS**, it is fitting and proper that we recognize and remember those officers who have lost their lives while upholding their oath, and that we honor the families, friends, and colleagues they leave behind; and

**WHEREAS**, the members of the Valley Center Police Department continue this proud tradition of service, demonstrating professionalism, compassion, and dedication in their daily duties;

NOW, THEREFORE, I, Mayor James Truman, do hereby proclaim May 15th as Law Enforcement Memorial Day in Valley Center, Kansas, and call upon all citizens of Valley Center, Kansas to observe the week of May 11th through May 16th as Police Week, honoring the service and sacrifice of law enforcement officers and expressing gratitude to those who continue to serve with distinction.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of May, 2026.

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

Done at the City of Valley Center, Kansas this May 5, 2026.

\_\_\_\_\_  
James Truman, Mayor

Attest: \_\_\_\_\_  
Amanda Park, City Clerk

**OLD BUSINESS**

**A. DISCUSSION OF BRUSH PILE:**

Public Works Director Eggleston will present Burn Permit Requirements.

- **Burn Permit Requirements**
- **Councilmember Daniels Research**

## Burn Permit Requirements

1. The applicant is in legal control of the lot or parcel of land as herein described.
  2. Burning will be attended continuously by a competent person of legal age from the time of ignition to the time of extinguishment.
  3. Burning will not be permitted if the wind speed exceeds 15 miles per hour.
  4. a) FOR FIELD FIRES: a fire break (plowed or disked) of at least 20 feet on all sides of the area to be burned shall be provided.  
b) FOR NON-FIELD FIRES: adequate clearance shall be provided from readily combustible materials (example: grass to be mowed) with material(s) to be burned located a minimum of 100 feet from any structure and 10 feet from any property line.
  5. Burning shall not create a smoke nuisance or hazard to neighboring properties or persons. Precautions shall be taken to assure confinement, intensity and size of said burn.
  6. Burning of any heavy smoke-producing material is strictly prohibited. This includes, but is not limited to: rubber tires, plastics, roofing, tar paper, old furniture, garbage, cloth or any petroleum base product.
  7. A garden hose or other fire extinguishing equipment must be available at the burn location.
  8. Burning shall be conducted one hour after sunrise to one hour before sunset (except agriculture and other specifically approved fires).
  9. This permit will be in the possession of the person doing the burning, for immediate inspection.
  10. There is no charge for agricultural or open burns.
- (4) A person shall not burn during inclement or foggy conditions or on very cloudy days, which are defined as days with more than 0.7 cloud cover and with a ceiling of less than 2,000 feet. (5) A person shall not burn during periods when surface wind speed is less than 5 mph or more than 15 mph.

The following information came straight from the staff in public works at our neighboring cities. They all were very kind and willing to share the information, and all admitted their brush pile is a constant challenge, but is very important to the community, so they all have found a way to manage it.

The questions asked were

1. Do you have a brush pile available for the community?
2. How often is it open?
3. How is it patrolled or managed? Onsite, remotely, or a blend?
4. What items are allowed?
5. How do you dispose of the pile?

<b>City</b>	<b>Brush Pile Available</b>	<b>Hours / Schedule</b>	<b>Management / Monitoring</b>	<b>Allowed Items</b>	<b>Disposal Method</b>	<b>Cost / Notes</b>
<b>DeSoto</b>	Yes	2nd–4th Saturdays (March–Nov), 8 AM–12 PM	Employee monitored onsite	Leaves, brush, grass clippings	Burn	~\$45/hr noted (likely labor/equipment)
<b>Mulvane</b>	Yes (call-in access)	City hours ~8–3, M–F S 9-1	Light oversight (not strict)	Brush leaves no grass clippings	Burn	Requires call too city hall name, address, phone to access public works employee has to meet and unlock gate

<b>Maize</b>	Yes	First Saturday of Month	Employee monitored city bill/ driver license to enter disabled or senior eligible for pick up monthly	All allowed	Hauled off	Annual total ~\$33,080 approx \$43 dollars an hour for monitoring on 1 Saturday/ month 8-1. Contractor hauls debris, pick-up available for senior disabled once a month.
<b>Bashor</b>	Yes	8-3 m-f or 8-12 sat	Honor system (no staff)	All allowed	Burn	Free

Andover monitors because costs are rising to keep contractors out. They are looking at installing a gate with driver's license linked to utility bill. Their council is discussing options for a pay to use per pick up load and for a trailer load. They are contemplating if could create a slush fund to have a free cleanup day in the spring for all residents with the income from the brush pile.

They are looking into a survey of city residents to get confirmation of willingness to pay for a monitored brush pile with cameras to save on employee costs. They agreed the upfront costs are a stumbling block.

Maize seems to have a system that is workable but still will cost money.

After having great conversations with our neighbors, it is evident that most think a brush pile is almost necessity in the minds of the residents. All are trying to come up with solutions to decrease staff time, keep costs down and provide a service.

As far as our community is concerned, it is a very useful service but can be costly and time-consuming.

The idea of opening on Saturdays from 8-12, adding cameras with signs and the ordinance on illegal dumping (we have an ordinance on illegal dumping, don't we? We Should!) may deter some illegal activity. Only open on Saturdays may also eliminate some commercial dumping, as many don't work on Saturday.

I agree with the Mayor, for now, until there can be more input from the community. Using a survey monkey put out to utility users, and more time for budgeting, most importantly until there is clarity on the actual costs of whatever the community is willing to support, be a gate, a disposal fee per utility, or a pay to use. For now, 1 day a month may be the best option.

**OLD BUSINESS**

**RECOMMENDED ACTION**

**RECOMMENDED ACTION**

**No staff recommendation at this time.**

**OLD BUSINESS**

**B. BID AWARD FOR ABATEMENT MOWING:**

Community Development Director Fiedler will announce the bid award for abatement mowing.

- **Memo**
- **RFP Document**
- **Proposal Submission Form**
- **Bid Tabulation**
- **Notice of Acceptance**



May 5<sup>th</sup>, 2026

To: Mayor Truman & Council Members

From: Kyle Fiedler, Community Development Director

***Subject: Abatement Mowing/ Debris Removal***

## **BACKGROUND**

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In 2024 the City sought bids for mowing and abatement services the contractor selected was renewed for the 2025 season. That contractor has since moved out of state and a new RFP was issued in early April, 2026. This RFP encompassed the mowing and debris clean-up of nuisance properties.

## **RECOMMENDATION**

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The City advertised bids for just over 2 weeks and received one response. The respondent is a newer business in the area. Community Development Department recommends the selection of Haul & Order to perform abatement mowing & debris removal service for 2026.

## **FINANCIAL CONSIDERATION**

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Abatement services are paid by the City, the City then invoices the property owner(s). If an invoice is not paid, the City will have the amount assessed to the property, to be recovered through their tax bill.

## **ATTACHMENTS**

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- RFP Document
- Proposal Submission Form
- Bid Tabulation
- Notice of Acceptance

Sincerely, Kyle Fiedler, Community Development Director



## **REQUEST FOR PROPOSALS**

**2026 Abatement Mowing/Debris Removal Services**

**RFP Submission Deadline: April 24, 2026 12:00 PM**

### **OVERVIEW**

The City of Valley Center, Kansas (“City”) is requesting proposals from suitably qualified and experienced companies (“Bidders”) to provide nuisance abatement services within the City of Valley Center. The primary goal of the City is to correct identified violations of the City’s nuisance code occurring upon private property in a timely, courteous, and professional manner.

The City is requesting bids in association with Abatement of Properties categorized as Grade A, B, C, and D, such grades based upon the level of nuisance associated with the specific property. Project outcomes should all meet the standards set forth by the City. See Section 2.6 of this document for specifications of nuisance abatement. The Bidder must currently be in the business of providing mowing services work. All applicable federal, state, and local laws, ordinances and regulations must be adhered to. Services to commence upon execution of contract.

Bidders submitting a bid should review the requirements listed. Specifically, the selected contractor will be required to:

- Execute an Abatement Mowing/Debris Removal Service Agreement with the City of Valley Center
- Complete applicable forms and certifications
- Maintain General Liability Insurance (\$1,000,000 minimum); Workers Compensation Insurance (\$500,000) if qualified and business automobile liability (\$1,000,000) and furnish proof of such insurance

No bidder who is the recipient of Valley Center funds, or who proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee, applicant, or any member of the public because of race, color, sex, gender, sexual orientation, religion, age, marital status, national origin, veteran status, physical or mental disability or perceived disability, or other criteria protected by law.

Proposal must include a minimum of three professional references. These references should be attached to the Proposal Submission Form and include current contact information including name, address, telephone number, and email address.

Questions from bidders regarding this RFP shall be sent to Kyle Fiedler, Director of Community Development, at 316-755-7310, ext. 103 or [kfiedler@valleycenterks.gov](mailto:kfiedler@valleycenterks.gov).

Completed proposals must be received no later than April 24, 2026, 12:00 PM and delivered to: City of Valley Center, City Hall, ATTN: City Clerk Amanda Park, 121 S. Meridian Ave., P.O.

Box 188; Valley Center, KS 67147, clearly marked “RFP –Abatement Mowing/Debris Removal.”

NOTE: The City reserves the right to reject all proposals. Proposals received after this deadline may be refused and deemed ineligible for consideration at the City’s sole discretion.

### **Selection of Contractor**

The City of Valley Center reserves the right to accept a proposal and enter into an agreement as a result of the initial proposals received, or alternatively, it may elect to conduct negotiations with those Bidders as determined by the City, to be within an acceptable competitive range, or alternatively, to negotiate separately with any Bidders when it is determined to be in the best interest of the City. In addition, the City may request that Bidders provide a best and final offer. The City may negotiate any proposal or best and final offer at any time after the deadline for the submission of proposals.

The Bidder selected will be required to submit a Certificate of Insurance naming the City of Valley Center, KS as an additional insured, which will be reviewed by the City Administrator’s Office.

A contract will then be negotiated between the selected Bidder and the City, with each agreeing to the terms of the contract and affixing authorized signatures. The new contractor will be required to complete all forms and certifications if required by the City, State, and Federal governments. The City may reject any or all proposals and may waive informalities and minor irregularities in any proposal received.

### **Proposal Requirements and Examination of Work to be Performed**

The bidder is required to thoroughly examine the request for proposal requirements and the work contemplated, and it will be assumed that the contractor has investigated and is satisfied as to the requirements. It is mutually agreed that submission of a request for proposal shall be considered prima facie evidence that the contractor has made such examination.

Before submitting the request for proposal, the Bidder shall examine the scope of work. By submitting a proposal, the bidder, if selected for award, shall be deemed to have accepted the terms of this RFP.

## **GENERAL INFORMATION**

### **Section 1**

This RFP contains instructions governing the content of the proposals and the format in which they are to be submitted. It does not attempt to define all the contract needs nor detail them. Rather, it is flexible and allows for the credentials of the contractor to be demonstrated in the areas of expertise necessary to the contract. There are mandatory requirements to be met, but should the contractor foresee the need for qualification of the effort or additional requirements, concise and relevant discussion is encouraged.

## **SCOPE OF SERVICES, BACKGROUND, AND PURPOSE**

### **Section 2**

This scope of work pertains to the requirements of abatement mowing and/or debris removal at various locations in the City. As part of the response to this RFP, Bidders if awarded, will be required to submit invoicing for completed work within 7 days of completion. The Bidder shall furnish all labor and materials necessary to perform the Abatement Mowing/Debris Removal Services in the RFP. Bidders shall complete all the tasks requested by the Code Enforcement Officer(s) prior to invoicing and will be subject to reinspection.

It shall be the Contractor's responsibility to verify the areas, sizes, and quantities of the areas requested to be abated according to determined lot size or quantity of debris on same as proposed in this RFP. Failure of the Bidder to verify the listed amounts shall not relieve the Bidder of the responsibility to provide all services required to the standards included herein, for the prices submitted in Bidder's proposal.

### **2.1 HOURS WHEN WORK IS TO BE PERFORMED**

All work is to be performed Monday through Friday from 8:00 AM to 6:30 PM. No work shall be done on Saturday or Sunday without written permission from the City. The selected Bidder at times may need to be accompanied by a Code Enforcement Officer and will be informed prior to abatement. Scheduling of abatement in this case will be agreed upon prior to abatement.

## **STANDARDS AND SPECIFICATIONS**

### **A. GENERAL STANDARDS**

#### **1. GUARANTEE AND REPLACEMENT**

- a. Contractor shall replace, at no additional cost to the City, any turf, plant materials or any other City or private property damaged because of improper workmanship. Property damage must be repaired within two weeks of identification of damage.
- b. Contractor is not responsible for losses, repair or replacement of City or private property resulting from theft, extreme weather conditions, vandalism, vehicular incidents (other than Contractor's vehicles) or the acts of others over whom they have no reasonable control.

#### **2. CONTRACTOR RESPONSIBILITIES**

- a. Contractor will provide staff able to perform work at the highest standards. The City reserves the right to demand the replacement of Contractor's staff who do not meet the City's standards for safety, or professionalism,
- b. Contractor must provide an emergency contact list identifying the names, positions held, and phone numbers of key personnel.
- c. Attend meetings and/or site inspections of properties as requested.

## 2.2 DESCRIPTION OF PROJECT

In accordance with the City's efforts to address and correct health, safety, and welfare concerns within the City of Valley Center, the City desires to retain an identified Contractor for the purpose of providing abatement services upon identified properties. Abatement includes removal of weeds, trash, debris, limbs, brush, and other material in a timely, courteous, and professional manner. The quality of nuisance removal services is a necessary and critical element of fulfillment of an Abatement Agreement with City.

1. Direction to Abate: When a property is subject to abatement, the Community Development Director and/or designee [hereinafter "City's Representative"] will notify the Contractor during regular business hours by telephone, followed by e-mail, to provide the following:
  - a. Description of the nature of the nuisance.
  - b. Location of the property where the nuisance is located.
  - c. Description of where the nuisance is located on the property.
  - d. Description sufficient to positively identify the nuisance in question
  - e. Description of type and extent of service expected.
  - f. Any condition or circumstance known to the City which may require special equipment or handling.

Direct access to the Contractor shall be available to the City's Representative by telephone during regular business hours: Monday through Friday from 7:30 AM to 4:30 PM, excluding legal holidays.

Response time for all abatements shall not exceed (5) five business days, from the time of request, excluding legal holidays and weekends. Contractor shall inform the City for any reason if unable to respond to a request for abatement services, or unable to respond within the required time. In the event the Contractor fails to begin the abatement within the time prescribed, the City may secure the services of an alternate contractor. If an alternate contractor is retained and Contractor subsequently responds to such job, the Contractor will not be compensated for the overdue response.

## 2.3 SERVICES

The selected Contractor will provide the following service(s) to the City in association with Abatement Mowing/Debris Removal, including:

1. Mowing/trimming and edging of properties' grass and/or weeds higher than 8 inches in length
2. Removal of filth, excrement, lumber, brush, rocks, dirt, cans, paper, trash, metal, or any other offensive or disagreeable thing or substance thrown or left or deposited upon any private enclosure or lot, whether vacant or occupied
3. Any place, structure or substance which emits or causes to be emitted any offensive, disagreeable, noxious or nauseous odors

4. Removal of any unused, unattended, damaged, or abandoned items found or located upon any private enclosure or lot, whether vacant or occupied such items to include but not be limited to: iceboxes, refrigerators, freezers, washers, dryers, dishwashers, hot water heaters or similar devices or equipment, or signs
5. Removal of salvage material, industrial material, or commercial material
6. Removal of any piles or otherwise disorderly, un-stacked and/or accumulations of wood
7. Trimming and/or removal of dead trees and tree stumps still in the ground of a height of less than 20 feet above grade and no greater in diameter of 6 inches
8. Fill in and/or remove storm run-off water from abandoned swimming pools
9. Removal or trimming of overgrown shrubberies, vegetation or other obstacles that require a bush hog
10. Removal of household hazardous waste, as defined by KDHE, shall be included within standard abatement services if it can be lawfully disposed of by Contractor within Sedgwick County, including such items as paint cans and used motor oil
11. Other similar type projects

#### **A. Standards of Service:**

Contractor will meet the following standards in completing assigned Abatements:

1. Shall be available to respond to and abate all nuisances within (5) five business days of receiving a direction to abate from the City's Representative
2. Shall remove weeds in a manner that minimizes damage to any associated real or personal property
3. Shall remove debris and junk as directed by City's Representative using methods deemed most effective by Contractor, and which minimize any damage to other real or personal property Contractor will be responsible for any damage caused by their actions and must be immediately reported to the City's Representative
4. Shall dispose of all other materials in a lawful manner, at appropriate waste disposal facilities and apply any charges associated with disposal to the final billing submitted to City, such costs shall include mileage based on current Kansas Reimbursement Rates from City limits to the waste disposal facility
5. Unless otherwise agreed in writing, shall provide all equipment and materials necessary to carry out services described in this Agreement and shall bear all costs associated with such equipment
6. Shall collect and provide to City's Representative copies of all complaints and resolutions to complaints, compliments, comments and other information provided by property owners and the general public regarding the Abatement action or general comments
7. Shall choose the most efficient methods to be used to achieve full compliance with any direction to abate
8. Shall provide all necessary staff to complete abatements efficiently and within the established time frame
9. Shall limit abatement procedures to only property described in a written abatement assignment provided by City's Representative. Contractor shall not be compensated for work done not specifically identified within the written abatement assignment.

10. It is anticipated that the final step of any debris removal will be mowing and trimming at each site
11. Shall immediately report completion of an abatement assignment to the City's Representative for final inspection
12. Shall maintain communication with City's Representative throughout the term of any assigned abatement
13. Shall notify the City's Representative of any safety concerns associated with an assigned abatement, not generally associated with the services set forth in 1(A) above
14. Shall maintain communications with the City's Representative, including notification of when Contractor is on an abatement jobsite and when leaving an abatement jobsite throughout the course of an abatement

## **B. Excluded Services**

1. Nuisance automobiles will not be an item subject to abatement within the terms of this RFP and subsequent Nuisance Abatement Agreement
2. Hazardous waste, as identified by the Kansas Department of Health and Environment (KDHE), will not be an item subject to abatement within the terms of this RFP and subsequent Nuisance Abatement Agreement Please note: Household hazardous waste, as identified by KDHE, that may be lawfully disposed of by Contractor within Sedgwick County, including such items as paint cans and used motor oil, are included within the scope of abatement services
3. Dead animals will not be an item subject to abatement within the terms of this RFP and subsequent Abatement Mowing/Debris Agreement

## **2.4 PRICING OF ABATEMENTS**

Pursuant to the City's identified policies and regulations, the City will identify properties located within the City of Valley Center upon which unaddressed nuisance conditions exist that are injurious to the health, safety, and welfare of the community. After determining that the property owner is unable or unwilling to abate the identified nuisance condition(s), City will utilize Contractor's services to abate the nuisance condition(s). The City, acting through its City's Representatives, will notify the Contractor of a nuisance abatement job.

The City's Representative will arrange to meet Contractor at abatement site to clearly communicate, both verbally and within a written "abatement assignment", the site requiring remediation, and the remediation service(s) requested. City's Representative will determine with Contractor the applicable property grade and multiplier in conformance with Appendix A and include such determination within the written abatement assignment. City's Representative will determine with Contractor the applicable time frame within which the abatement assignment will be completed. The City's Representative will be available throughout any abatement assignment to provide necessary support and oversight services. The City's Representative will coordinate with other City departments to provide assistance as needed. The City's Representative will meet Contractor at abatement site to confirm the completion of the job, and that the job was completed within the anticipated time frame.

## 2.5 COMPENSATION

In consideration of the service(s) provided by Contractor for the City, the City shall cause payment to be made to Contractor as set forth herein. Contractor agrees that billings and payments shall be processed in accordance with established budgeting, purchasing, and accounting procedures of the City of Valley Center, Kansas. Billing shall be supported with documentation required by City including, but not necessarily limited to, an itemized bill. Payments shall be made to Contractor only in accordance with the Agreement, which shall incorporate this RFP by reference. City reserves the right to disallow reimbursement for any items or service billed by Contractor if City believes that any item or service was not provided to support the service(s) of the abatement or was outside the terms of the abatement. After approval, payments shall be mailed to Contractor's address as follows:

1. When billing for an abatement, Contractor must provide a price per grade based upon level of nuisance violations. Bidders will submit their proposed pricing on the Proposal Submission Form found in Section 3.
2. In the event the Contractor identifies additional problems upon the property during the abatement, he/she must contact the City's Representative prior to accruing any additional costs. Contractor is to provide a final bill within seven (7) business days of completion to the Community Development Department located at 545 W. Clay St., Valley Center, KS 67147 either by email or USPS. Such final bill invoicing shall be on a letterhead and include all receipts from disposal sites and any other receipts associated with the abatement for approval of payment.
3. Additional compensation shall only be approved if agreed to in writing prior to accruing such costs. The Community Development Director may allow for previously unapproved costs only if such costs were deemed to be associated with a critical emergency. Critical emergency would be an immediate danger to life, health and/or safety. If Contractor is dissatisfied with the decision of the Community Development Director concerning reimbursement for costs incurred without prior approval, Contractor may appeal the decision to the City Administrator. The determination of the City Administrator is final.

## 2.6 PROPERTY GRADES

1. Grade A Abatement – A property is considered grade A if it is free of all obstructions. Removal of fence panels may be necessary for mowers to operate on the property. Fence panels must be re-attached upon completion. The scope of services for grade A shall only include mowing and trimming of grass and/or weeds higher than eight (8) inches in length. The only equipment required for Grade A properties shall be mowers, trimmers and edgers.
2. Grade B Abatement – A property is considered grade B if it is free of major obstructions. Removal of fence panels may be necessary for equipment to operate on the property including mowers for grasses higher than 12 inches. Fence panels must be re-attached upon completion. Minor obstructions that cover 1% - 25% of the property including, but not limited to:
  - a. Filth, excrement, lumber, brush, rocks, dirt, cans, paper, trash, metal, lumber, automotive parts, construction material, rocks, concrete, and tree limbs metal or

- any other offensive or disagreeable thing or substance thrown or left or deposited upon any private enclosure or lot.
- b. Overgrown shrubberies, vegetation or other obstacles that require mowing. Removal and spraying of noxious weeds.
  - c. Unused, unattended, damaged, or abandoned items found or located upon any private enclosure or lot, whether vacant or occupied, including, such items to include, but shall not be limited to, iceboxes, refrigerators, freezers, washers, dryers, dishwashers, hot water heaters or similar devices or equipment, or signs.
  - d. Salvage material, industrial material, or commercial materials. Piles or otherwise disorderly, un-stacked and/or accumulations of wood.
  - e. Removal of household hazardous waste, as defined by KDHE, which can be disposed of within Sedgwick County, such as paint cans and used motor oil. Nonhousehold hazardous waste shall be remediated by KDHE as mandated by law, and outside the scope of this RFP.
3. Grade C Abatement – A property is considered grade C if any of the following exists: a moderate amount of debris including metal, lumber, automotive parts, construction material, rocks, concrete, branches, large tree limbs, overgrown shrubberies, vegetation or other obstacles that may impede services and require mowing of grasses/weeds higher than 12 inches' height. Moderate obstructions that cover 26% - 50% of the property including but not limited to:
- a. Filth, excrement, lumber, brush, rocks, dirt, cans, paper, trash, metal, lumber, automotive parts, construction material, rocks, concrete, and tree limbs metal or any other offensive or disagreeable thing or substance thrown or left or deposited upon any private enclosure or lot.
  - b. Overgrown shrubberies, vegetation or other obstacles that require mowing. o Removal and spraying of noxious weeds. Unused, unattended, damaged, or abandoned items found or located upon any private enclosure or lot, whether vacant or occupied, including, such items to include but shall not be limited to, iceboxes, refrigerators, freezers, washers, dryers, dishwashers, hot water heaters or similar devices or equipment, or signs.
  - c. Salvage material, industrial material, or commercial materials. Piles or otherwise disorderly, un-stacked and/or accumulations of wood
  - d. Removal of household hazardous waste, as defined by KDHE, which can be disposed of within Sedgwick County, such as paint cans and used motor oil. Non-household hazardous waste shall be remediated by KDHE as mandated by law and is outside the scope of this agreement.
4. Grade D Abatement – A property is considered grade D if it has any of the following characteristics: numerous obstructions including but not limited to metal, lumber, automotive parts, rocks, concrete, branches, large tree limbs, construction material significantly impeding equipment, including large mowers for grasses higher than 12 inches in length. Major obstructions that cover 51% or higher of the property including but not limited to:
- a. Requires multiple major obstructions.
  - b. Filth, excrement, lumber, brush, rocks, dirt, cans, paper, trash, metal, lumber, automotive parts, construction material, rocks, concrete, and tree limbs metal or

any other offensive or disagreeable thing or substance thrown or left or deposited upon any private enclosure or lot.

- c. Removal and spraying of noxious weeds. Unused, unattended, damaged, or abandoned items found or located upon any private enclosure or lot, whether vacant or occupied, including, such items to include but shall not be limited to, iceboxes, refrigerators, freezers, washers, dryers, dishwashers, hot water heaters or similar devices or equipment, or signs.
- d. Salvage material, industrial material, or commercial materials. Piles or otherwise disorderly, un-stacked and/or accumulations of wood.
- e. Removal of household hazardous waste, as defined by KDHE, which can be disposed of within Sedgwick County, such as paint cans and used motor oil. Nonhousehold hazardous waste shall be remediated by KDHE as mandated by law, and outside the scope of this agreement.
- f. Any item that is not moveable or is secured to the ground preventing its removal, including fallen trees, large rocks/boulders, sheds. Overgrown shrubberies, vegetation that require use of equipment heavier than a bush hog to remove or to cut, or to dig out of the ground.

#### Lot Size Multipliers

1. 0 to 10,000 square feet = (Standard City Lot) Will receive base bid per 'Property Grade'
2. 10,001 to 15,000 square feet = 1.5 X base bid
3. 15,001 to 20,000 square feet = 2 X base bid
4. 20,001 to 25,000 square feet = 2.5 X base bid
5. 25,001 or larger square feet = 3.0 X base bid

#### **2.7 TIME FRAME**

Contractor is required to abate requested site(s) as per Code Compliance notice within five (5) business days of notice either in writing or via email. While the selected Bidder will have a designated contract for calendar year 2026, based on satisfactory work, the City may offer an extension of said contract beyond December 31, 2026.

#### **2.8 INSPECTIONS AND APPROVAL OF WORK**

The designated City Representative(s) will enforce the standards of this contract.

#### **2.9 CONTACT INFORMATION**

Kyle Fiedler, Community Development Director  
 545 W. Clay St. Valley Center, KS 67147  
 316-755-7310, Ext. 103  
[kfiedler@valleycenterks.gov](mailto:kfiedler@valleycenterks.gov)

**Section 3**

**PROPOSAL SUBMISSION FORM**  
**SIGNATURE AND BID SHEET**

2026 ABATEMENT MOWING/DEBRIS REMOVAL FOR THE CITY OF VALLEY CENTER

Submission Deadline: **April 24, 2026 by 12:00 PM**

I/We hereby submit a proposal to furnish the services set forth within this Request for Proposal to Provide Services during the contract period in accordance with the specifications. I, the undersigned, hereby certify that I (we) do not have any real or substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest, or the appearance thereof, is defined as any circumstance which would lead a reasonable person to believe a compromise of an open competitive bid process has occurred.

Legal Name of Person, Firm, or Corporation \_\_\_\_\_

Telephone \_\_\_\_\_

E-Mail \_\_\_\_\_

Mailing Address \_\_\_\_\_ City & State \_\_\_\_\_ Zip Code \_\_\_\_\_

FEIN Number \_\_\_\_\_

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

Printed Name of Signature \_\_\_\_\_ Title \_\_\_\_\_

If awarded a contract and the primary contact will be other than above, indicate name, mailing address and telephone number below:

Name \_\_\_\_\_

Address \_\_\_\_\_ City & State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ E-Mail \_\_\_\_\_

Website \_\_\_\_\_

**BID (please fill out the proposed cost/lot for each grade as described in Section 2.6):**

GRADE	PROPOSED COST PER LOT
A	\$
B	\$
C	\$
D	\$

\_\_\_ Check if additional information is included on an attached sheet(s) as deemed necessary by bidder.

**Attach requested three professional references to this form.**

PROPOSAL SUBMISSION FORM  
SIGNATURE AND BID SHEET

2026 ABATEMENT MOWING/DEBRIS REMOVAL FOR THE CITY OF VALLEY CENTER

Submission Deadline: **April 24, 2026 by 12:00 PM**

I/We hereby submit a proposal to furnish the services set forth within this Request for Proposal to Provide Services during the contract period in accordance with the specifications. I, the undersigned, hereby certify that I (we) do not have any real or substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest, or the appearance thereof, is defined as any circumstance which would lead a reasonable person to believe a compromise of an open competitive bid process has occurred.

Legal Name of Person, Firm, or Corporation Haul and Order - Junk Removal Services  
Telephone 316-369-0430  
E-Mail haulandorderjunk@gmail.com  
Mailing Address 423 Homewood Ln City & State Newton, KS Zip Code 67114  
FEIN Number \_\_\_\_\_  
Signature \*\*Electronically Signed 4-24-26\*\* Date \_\_\_\_\_  
Printed Name of Signature Skyler Hinton Title \_\_\_\_\_

If awarded a contract and the primary contact will be other than above, indicate name, mailing address and telephone number below: Name \_\_\_\_\_  
Address \_\_\_\_\_ City & State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Telephone \_\_\_\_\_ E-Mail \_\_\_\_\_  
Website \_\_\_\_\_

BID (please fill out the proposed cost/lot for each grade as described in Section 2.6):

GRADE PROPOSED COST PER LOT

- A \$100.00
- B \$150.00
- C \$300.00
- D \$375.00

X Check if additional information is included on an attached sheet(s) as deemed necessary by bidder. Attach requested three professional references to this form.



**Bid Tab for 2026 Mowing/Debris Abatement Services**

<b>Company Name: Haul and Order</b>	
<b>Grade</b>	<b>Proposed Cost/Lot</b>
<b>A</b>	<b>\$100</b>
<b>B</b>	<b>\$150</b>
<b>C</b>	<b>\$300</b>
<b>D</b>	<b>\$375</b>

Grade A Abatement – A property is considered grade A if it is free of all obstructions. Removal of fence panels may be necessary for mowers to operate on the property. Fence panels must be re-attached upon completion. The scope of services for grade A shall only include mowing and trimming of grass and/or weeds higher than eight (8) inches in length. The only equipment required for Grade A properties shall be mowers, trimmers, and edgers.

Grade B Abatement – A property is considered grade B if it is free of major obstructions. Removal of fence panels may be necessary for equipment to operate on the property including mowers for grasses higher than 12 inches. Fence panels must be re-attached upon completion. Minor obstructions that cover 1% - 25% of the property.

Grade C Abatement – A property is considered grade C if any of the following exists: a moderate amount of debris including metal, lumber, automotive parts, construction material, rocks, concrete, branches, large tree limbs, overgrown shrubberies, vegetation, or other obstacles that may impede services and require mowing of grasses/weeds higher than 12 inches’ height. Moderate obstructions that cover 26% - 50% of the property.

Grade D Abatement – A property is considered grade D if it has any of the following characteristics: numerous obstructions including but not limited to metal, lumber, automotive parts, rocks, concrete, branches, large tree limbs, construction material significantly impeding equipment, including large mowers for grasses higher than 12 inches in length. Major obstructions that cover 51% or higher of the property.



**NOTICE OF ACCEPTANCE**

To: Skyler Hinton – Haul and Order  
Project Description: Abatement Mowing/ Debris Removal

The City has considered the bid submitted by you for the above-described works in response to its Request for Proposal dated April 24, 2026.

You are hereby notified that your proposal has been accepted for services as specified by the City in the bid proposal with the following pricing;

Grade	Cost per lot
A	\$100
B	\$150
C	\$300
D	\$375

You are required by the proposal to furnish the required Certificate of Insurance (COI) as well as an acknowledged copy of this Notice of Acceptance within ten (10) calendar days from the date of this Notice to you. You are also accepting of the expectations listed in the RFP.

If you fail to execute this acceptance and furnish the required COI within ten (10) calendar days from the date of this Notice, the City will be entitled to consider all your rights arising out of the City’s acceptance of your bid as abandoned. The City will be entitled to such rights as granted by law.

Dated 6<sup>th</sup> day of May 2026.

City of Valley Center, Kansas: \_\_\_\_\_  
Mayor, James E. Truman

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Acceptance is hereby acknowledged on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Name: \_\_\_\_\_; Title \_\_\_\_\_

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

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

**Should Council choose to proceed,**

**RECOMMENDED ACTION**

**Staff recommend approval of Haul and Order's bid and authorize Mayor or City Administrator to sign.**

**OLD BUSINESS**

**B. BID AWARD FOR CITY PROMOTIONAL SERVICES:**

Community Development Director Fiedler will announce the bid award for City Promotional Services.

- **Memo**
- **RFP Document**
- **Proposal Submission Form**
- **Bid Tabulation**



May 5<sup>th</sup>, 2026

To: Mayor Truman & Council Members

From: Kyle Fiedler, Community Development Director

***Subject: Community Promotion/ Advertising***

## **BACKGROUND**

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In the 2026 budget, \$20,000 was specifically budgeted for marketing Valley Center and the numerous housing opportunities. In April 2026 the City requested proposals for promotional and advertising services from several companies. 2 proposals were received by the April 29<sup>th</sup>, 2026, deadline.

## **RECOMMENDATION**

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Both proposals include content creation, appropriate timelines for production and have very similar strategies for deploying advertisements.

KSN provided pricing for total number of expected impressions for the amount spent. KWCH provided pricing for expected impressions for the amount spent monthly. To be able to compare number of impressions to the price, staff determined the cost per impression based on bids and have listed that on the bid tab.

Community Development Department recommends the selection of KSN to perform promotional and advertising service for 2026 as we will be able to get more impressions from our ads in our budget. Staff recommend allocating \$18,000, on display, pre-roll and CTV advertisements, as this will give us more impressions than traditional commercials. Staff recommend using the remaining budget on select print publications and to place commercials on PBS. Staff also recommend that Council approve the City Administrator to enter into final agreements with KSN, which would confirm the exact distribution of funds into each strategy type.

## **FINANCIAL CONSIDERATION**

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Services provided will be within the budgeted amount for 2026.

## **ATTACHMENTS**

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- RFP Document
- Proposal Submission Form
- Bid Tabulation

Sincerely, Kyle Fiedler, Community Development Director



## **REQUEST FOR PROPOSALS**

**2026 Community Promotion/ Advertising**

**RFP Submission Deadline: April 29, 2026 5:00 PM**

### **OVERVIEW**

The City of Valley Center, Kansas (“City”) is requesting proposals from suitably qualified and experienced companies (“Bidders”) to provide City promotional and advertising opportunities. The primary goal of the City is to promote moving to Valley Center by highlighting the housing developments and incentives along with the City amenities.

The City is seeking a company to coordinate, produce, monitor and report on an advertising campaign centered around our housing opportunities, using multiple platforms to appeal to our target audience.

Proposal must include a minimum of three professional references, for similar campaigns. These references should be attached to the Proposal Submission Form and include current contact information including name, address, telephone number, and email address.

Questions from bidders regarding this RFP shall be sent to Kyle Fiedler, Director of Community Development, by April 28, 2026 at 5:00 pm at 316-755-7310, ext. 103 or [kfiedler@valleycenterks.gov](mailto:kfiedler@valleycenterks.gov).

Completed proposals must be received no later than April 29, 2026, 5:00 PM and delivered to: City of Valley Center, City Hall, ATTN: City Clerk Amanda Park, 121 S. Meridian Ave., P.O. Box 188; Valley Center, KS 67147, clearly marked “RFP – Community Promotion.”

NOTE: The City reserves the right to reject all proposals. Proposals received after this deadline may be refused and deemed ineligible for consideration at the City’s sole discretion.

### **Selection of Contractor**

The City of Valley Center reserves the right to accept a proposal and enter into an agreement as a result of the initial proposals received, or alternatively, it may elect to conduct negotiations with those Bidders as determined by the City, to be within an acceptable competitive range, or alternatively, to negotiate separately with any Bidders when it is determined to be in the best interest of the City. In addition, the City may request that Bidders provide a best and final offer. The City may negotiate any proposal or best and final offer at any time after the deadline for the submission of proposals.

A contract will then be negotiated between the selected Bidder and the City, with each agreeing to the terms of the contract and affixing authorized signatures. The new contractor will be

required to complete all forms and certifications if required by the City, State, and Federal governments. The City may reject any or all proposals and may waive informalities and minor irregularities in any proposal received.

### **Proposal Requirements and Examination of Work to be Performed**

The bidder is required to thoroughly examine the request for proposal requirements and the work contemplated, and it will be assumed that the contractor has investigated and is satisfied as to the requirements. It is mutually agreed that submission of a request for proposal shall be considered prima facie evidence that the contractor has made such examination.

Before submitting the request for proposal, the Bidder shall examine the scope of work. By submitting a proposal, the bidder, if selected for award, shall be deemed to have accepted the terms of this RFP.

## **GENERAL INFORMATION**

This RFP contains instructions governing the content of the proposals and the format in which they are to be submitted. It does not attempt to define all the contract needs nor detail them. Rather, it is flexible and allows for the credentials of the contractor to be demonstrated in the areas of expertise necessary to the contract. There are mandatory requirements to be met, but should the contractor foresee the need for qualification of the effort or additional requirements, concise and relevant discussion is encouraged.

## **SCOPE OF SERVICES, BACKGROUND, AND PURPOSE**

The City of Valley Center has \$15,000-20,000 budgeted for marketing and promotional efforts for 2026, which will focus on the multiple housing developments and amenities the community has to offer, with attracting new residents to Valley Center. The City is seeking proposals that can provide the City with any combination of the following strategies:

- Display: Banner ads on websites, with focus on housing websites, e.g. realtor.com and Zillow.com
- Pre-Roll: skippable/un-skippable video ads before online content
- CTV: un-skippable video ads on internet connected TV screens, e.g. Hulu, Roku, etc.

The following can also be included in your proposal, but is not required:

- TVC: Television commercial or spot on traditional cable broadcast.

All items produced will become property of the City and copies shall be provided to the City for use at our discretion.

### **Target Audience**

The City is looking to appeal to all genders, with a primary target of parents and grandparents (ages 30-65) of school-age children (ages 3-18).

## **Timeline**

Proposals due April 29, 2026 at 5:00 pm.

Council will consider awarding bid May 5<sup>th</sup>.

City would like to see advertisements beginning within 6 weeks of award, this could be a phase approach.

## **Submission**

The following items are required at minimum for inclusion in your submission:

- 1) Strategy proposed, number of estimated impressions, cost
  - a) These can be total over the entire campaign, or broken down monthly
  - b) Allow for a-la-carte selection of strategies
- 2) Timeline
  - a) Estimated timeline of production and implementation for each strategy
- 3) Demographics
  - a) Using our target audience, provide us with demographics you will use to guide our strategy placement
- 4) Tracking
  - a) How will you be reporting trends and impact to the City?
  - b) How frequently will you provide these reports?

## **Responsibilities**

- 1) The winning Bidder will provide staff able to perform work at the highest standards. The City reserves the right to demand the replacement of Bidder's staff who do not meet the City's standards for safety, or professionalism,
  - a) Bidder must provide an emergency contact list identifying the names, positions held, and phone numbers of key personnel.
  - b) Attend meetings and/or site inspections of properties as requested.

## **CONTACT INFORMATION**

Kyle Fiedler, Community Development Director  
545 W. Clay St. Valley Center, KS 67147  
316-755-7310, Ext. 103  
[kfiedler@valleycenterks.gov](mailto:kfiedler@valleycenterks.gov)

**PROPOSAL SUBMISSION FORM**  
**SIGNATURE AND BID SHEET**

2026 COMMUNITY PROMOTION/ ADVERTISING FOR THE CITY OF VALLEY CENTER

Submission Deadline: **April 29, 2026 by 5:00 PM**

I/We hereby submit a proposal to furnish the services set forth within this Request for Proposal to Provide Services during the contract period in accordance with the specifications. I, the undersigned, hereby certify that I (we) do not have any real or substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest, or the appearance thereof, is defined as any circumstance which would lead a reasonable person to believe a compromise of an open competitive bid process has occurred.

Legal Name of Person, Firm, or Corporation \_\_\_\_\_

Telephone \_\_\_\_\_

E-Mail \_\_\_\_\_

Mailing Address \_\_\_\_\_ City & State \_\_\_\_\_ Zip Code \_\_\_\_\_

FEIN Number \_\_\_\_\_

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

Printed Name of Signature \_\_\_\_\_ Title \_\_\_\_\_

If awarded a contract and the primary contact will be other than above, indicate name, mailing address and telephone number below:

Name \_\_\_\_\_

Address \_\_\_\_\_ City & State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ E-Mail \_\_\_\_\_

Website \_\_\_\_\_

**BID (please fill out the proposed impressions and cost for each strategy and note if that is monthly or annually):**

Strategy	Impressions	Cost
Display		\$
Pre-Roll		\$
CTV		\$
TVC		\$

**Additional information is included on an attached sheet(s) should include:**

- **Timeline**
- **Demographics**
- **Tracking**
- **Three references for similar campaigns**
- **Other information you determine to be pertinent for your proposal**

**PROPOSAL SUBMISSION FORM  
SIGNATURE AND BID SHEET**

2026 COMMUNITY PROMOTION/ ADVERTISING FOR THE CITY OF VALLEY CENTER

Submission Deadline: **April 29, 2026 by 5:00 PM**

I/We hereby submit a proposal to furnish the services set forth within this Request for Proposal to Provide Services during the contract period in accordance with the specifications. I, the undersigned, hereby certify that I (we) do not have any real or substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest, or the appearance thereof, is defined as any circumstance which would lead a reasonable person to believe a compromise of an open competitive bid process has occurred.

Legal Name of Person, Firm, or Corporation David Lucero

Telephone 785-250-0160

E-Mail David.Lucero@KSN.com

Mailing Address 833 N Main St City & State Wichita/KS Zip Code 67203

FEIN Number \_\_\_\_\_

Signature  Date 4/28/26

Printed Name of Signature David Lucero Title Account Executive

If awarded a contract and the primary contact will be other than above, indicate name, mailing address and telephone number below:

Name \_\_\_\_\_

Address \_\_\_\_\_ City & State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ E-Mail \_\_\_\_\_

Website \_\_\_\_\_

**BID (please fill out the proposed impressions and cost for each strategy and note if that is monthly or annually):**

\* Were not given flight dates.

\* Once flight dates are dates are figured budget can

Strategy	Impressions	Cost
Display	444,000	\$ 4,000
Pre-Roll	182,000	\$ 4,000
CTV	152,000	\$ 5,000
TVC	Impressions based on programs bought	\$ 7,000

\* Based off a duration of a \$20,000 budget.

Additional information is included on an attached sheet(s) should include:

be spread across a monthly schedule.

- Timeline
- Demographics
- Tracking

- Three references for similar campaigns
- Other information you determine to be pertinent for your proposal

**PROPOSAL SUBMISSION FORM**  
**SIGNATURE AND BID SHEET**

2026 COMMUNITY PROMOTION/ ADVERTISING FOR THE CITY OF VALLEY CENTER

Submission Deadline: **April 29, 2026 by 5:00 PM**

I/We hereby submit a proposal to furnish the services set forth within this Request for Proposal to Provide Services during the contract period in accordance with the specifications. I, the undersigned, hereby certify that I (we) do not have any real or substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest, or the appearance thereof, is defined as any circumstance which would lead a reasonable person to believe a compromise of an open competitive bid process has occurred.

Legal Name of Person, Firm, or Corporation KAREN HAGER ~ KWCH-TV ~ GRAY Digital MEDIA

Telephone DIRECT LINE (316) - 832-4000 Cell Phone (316) 765-1181

E-Mail khager@kwch.com

Mailing Address 2815 E 37<sup>th</sup> North City & State Wichita, Kansas Zip Code 67219

FEIN Number 04-3314494

Signature [Signature] Date April 27, 2026

Printed Name of Signature Karen Hager Title Media Executive

If awarded a contract and the primary contact will be other than above, indicate name, mailing address and telephone number below:

Name \_\_\_\_\_

Address \_\_\_\_\_ City & State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ E-Mail \_\_\_\_\_

Website \_\_\_\_\_

**BID (please fill out the proposed impressions and cost for each strategy and note if that is monthly or annually):**

Strategy	Impresstions	Cost
Display	77,500	\$ 750
Pre-Roll	30,000/month	\$ 1,050
CTV	35,000/month	\$ 1,140/month
TVC	8,700	\$ 400 on month if

Decided on + Added Value on  
NWCH

Additional information is included on an attached sheet(s) should include:

- Timeline
- Demographics
- Tracking
- Three references for similar campaigns
- Other information you determine to be pertinent for your proposal

**Bid Tab for 2026 Promotion/Advertising Services**

<b>Company Name: KSN</b>			
<b>Strategy</b>	<b>Impressions</b>	<b>Cost</b>	<b>Cost per Impression</b>
<b>Display</b>	<b>444,000</b>	<b>\$4,000 total</b>	<b>\$.009</b>
<b>Pre-Roll</b>	<b>182,000</b>	<b>\$4,000 total</b>	<b>\$.022</b>
<b>CTV</b>	<b>152,000</b>	<b>\$5,000 total</b>	<b>\$.033</b>
<b>TVC</b>	<b>TBD based on commercial placement</b>		

<b>Company Name: KWCH – Gray Media</b>			
<b>Strategy</b>	<b>Impressions</b>	<b>Cost</b>	<b>Cost per Impression</b>
<b>Display</b>	<b>77,500</b>	<b>\$750/month</b>	<b>\$.010</b>
<b>Pre-Roll</b>	<b>30,000</b>	<b>\$1,050/month</b>	<b>\$.035</b>
<b>CTV</b>	<b>35,000</b>	<b>\$1,400/month</b>	<b>\$.040</b>
<b>TVC</b>	<b>8,700</b>	<b>\$400/month</b>	

Strategy Definitions:

- Display: Banner ads on websites, with focus on housing websites, e.g. realtor.com and Zillow.com
- Pre-Roll: skippable/un-skippable video ads before online content
- CTV: un-skippable video ads on internet connected TV screens, e.g. Hulu, Roku, etc.

The following was asked to be included in proposals, but was not required:

- TVC: Television commercial or spot on traditional cable broadcast.

**OLD BUSINESS**

**RECOMMENDED ACTION**

**B. BID AWARD FOR CITY PROMOTIONAL SERVICES:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommend approval of KSN to provide Promotional services for 2026 and authorize the City Administrator to sign final agreements for distribution of fund for specific strategy types.**

**NEW BUSINESS**

**A. APPROVAL OF SIGN WAIVER FOR VALLEY CENTER PURPLE  
WAVE SWIM TEAM:**

Janet O'Donnell has requested a waiver to place signs in the right-of-way for 6 weeks for swim team registrations.

- Valley Center Swim Club Sign Request

To: Mayor and city council

From: Valley Center Purple Wave Swim Team

RE: Sign regulation Dear Mayor Truman and city council

Valley Center Purple Wave Swim Team hosted a registration event for the 2026 season.

We request that the city council waive the city's sign regulations regarding the placement of signs in public rights-of-way until May 31<sup>st</sup> to remind residents to sign up.

The Purple Wave Swim Team will place 12 yard signs around the community to alert residents. This would allow us to continue to get the word out about our team sign up for summer swim team.

Thank you for your consideration. Janet O'Donnell, treasurer of the Valley Center Purple Wave Swim Team, 316-210-7337, 705 S Abilene Ave.

**NEW BUSINESS**

**RECOMMENDED ACTION**

**A. APPROVAL OF SIGN WAIVER FOR VALLEY CENTER PURPLE  
WAVE SWIM TEAM:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommend approval to waive the placement in public right-of-way of sign regulations for the Valley Center Purple Wave Swim Team for 6 weeks prior to end on May 31, 2026.**

**NEW BUSINESS**

**B. 2026 ROADWAY UPGRADE SERVICES:**

Public Works Director Eggleston to present 2026 Roadway Upgrade Services.

- City Council Memo
- Bid Tabulation
- Proposal Submission Form



**May 5, 2026**

**To: Mayor Truman & Members of Council**

**From: Rodney Eggleston – Public Works Director**

**Subject: Approval of 2026 Roadway Upgrade Services proposal.**

## **BACKGROUND**

---

This RFP is proposing a full-depth replacement (excavate, proper base material, 5 or 7 inches of asphalt) from 69<sup>th</sup> street south to the RR tracks.

We received 3 proposals for this RFP and a bid tabulation is attached.

## **PROPOSAL**

---

City staff are recommending approval of the proposal for 7-inch asphalt surface from Pearson Construction.

## **FINANCIAL CONSIDERATION**

---

This cost will be taken from the system improvement line item in the Streets budget.

## **SUMMARY**

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City staff are recommending approval of the proposal for 7-inch asphalt surface from Pearson Construction. And authorize the mayor to sign.

Sincerely,  
Rodney Eggleston  
Public Works Director



Date	Event
April 7, 2026	RFP approval to issue
April 8, 2026	RFP issued
April 15, 2026, 5 PM.	Last day for respondents to submit written questions
April 20, 2026, 5 PM.	Final day responses to questions will be provided
April 23, 2026, 4 p.m.	Proposals due
April 28, 2026, 10 a.m.	Bid opening at Valley Center City Hall
May 5, 2026, 7 p.m.	Proposal selected at City Council meeting

**SECTION 3**

**PROPOSAL SUBMISSION FORM**

**2026 City of Valley Center Roadway Upgrade Services**

- 1. COMPANY NAME Pearson Construction LLC
- 2. ADDRESS (Home Office) 2901 N Mead St Wichita, Ks 67219
- 3. TELEPHONE NUMBER (office) 316-263-3100 (cell) N/A
- 4. NUMBER OF FULL-TIME EMPLOYEES 231
- 5. OWNERSHIP
  - Sole Proprietor
  - Other – Please Specify Corporation
  - Limited Partnership

**PROPOSAL PRICES.** Fixed prices for all requirements identified in Section 2 Scope of Services. Pricing submitted in this portion must be fully inclusive of all anticipated costs of the RFP and shall include all costs for management, supervision, labor, and material associated with the RFP. The base bid includes the locations and scope of services identified in Section 2.

Bid submission must also include an additional page(s) that itemizes service costs by location, service type, unit price and extended price for each application.

Pricing to comply with Section 2 Scope of Services of this RFP for locations identified. This is the base bid for **Roadway Upgrade Services**: Prices are to be “Not to exceed”

**Total Cost – 5-inch asphalt surface**  
\$446,023.00

**Total Cost – 7-inch asphalt surface**  
\$539,318.00



\_\_\_\_\_  
Signature of Authorized Representative

Kurt Cornejo, President

\_\_\_\_\_  
Name/Title of Authorized Representative

4-23-26

\_\_\_\_\_  
Date



2901 N. Mead  
 Wichita, KS 67219  
 p: (316) 263-3100  
 f: (316) 263-3071  
 www.pearsonconstructionllc.com

<b>To:</b> City of Valley Center	<b>Contact:</b> Rodney Eggleston
<b>Address:</b> 116 S. Park Valley Center, KS 67147	<b>Phone:</b>
	<b>Fax:</b>
<b>Project Name:</b> Valley Center - 2026 Roadway Upgrade Services	<b>Bid Number:</b> 2604-016
<b>Project Location:</b> Seneca St, From 69th Go South To RR Tracks, Valley Center, KS	<b>Bid Date:</b> 4/23/2026
<b>Addendum #:</b> 2	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>Group 1 - 5" HMA</b>					
1	Remove Existing Roadway/Excavate For Pavement (5")	11,295.00	SY	\$8.00	\$90,360.00
2	6" Crushed Concrete Base, Reinf.	11,295.00	SY	\$8.00	\$90,360.00
3	5" Asphalt Pavement	10,250.00	SY	\$21.00	\$215,250.00
4	Traffic Control	1.00	LS	\$7,500.00	\$7,500.00
5	Mobilization	1.00	LS	\$10,000.00	\$10,000.00
6	Seeding/Erosion Control (Including SWPPP)	1.00	LS	\$27,760.00	\$27,760.00
7	Striping	1.00	LS	\$4,793.00	\$4,793.00
<b>Total Price for above Group 1 - 5" HMA Items:</b>					<b>\$446,023.00</b>

<b>Group 2 - 7" HMA</b>					
8	Remove Existing Roadway/Excavate For Pavement (7")	11,295.00	SY	\$9.00	\$101,655.00
9	6" Crushed Concrete Base, Reinf.	11,295.00	SY	\$8.00	\$90,360.00
10	7" Asphalt Pavement	10,250.00	SY	\$29.00	\$297,250.00
11	Traffic Control	1.00	LS	\$7,500.00	\$7,500.00
12	Mobilization	1.00	LS	\$10,000.00	\$10,000.00
13	Seeding/Erosion Control (Including SWPPP)	1.00	LS	\$27,760.00	\$27,760.00
14	Striping	1.00	LS	\$4,793.00	\$4,793.00
<b>Total Price for above Group 2 - 7" HMA Items:</b>					<b>\$539,318.00</b>

**Notes:**

- Sales tax excluded
- Inspection and Materials Testing by Owner
- Barricades / traffic control excluded
- The above price is good for 30 days.
- Acknowledge Addendum 1-2
- All base bid items are tied unless otherwise noted or discussed prior to bid opening.
- Any items of work not specifically listed in this proposal are excluded.

<p><b>ACCEPTED:</b>                  The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b>  <b>Pearson Construction, LLC</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Micaiah Bergeron                  316-640-7866</p>
--	--

**NEW BUSINESS**

**RECOMMENDED ACTION**

**B. 2026 ROADWAY UPGRADE SERVICES:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**City staff are recommending approval of the proposal for 7-inch asphalt surface from Pearson Construction and approve the mayor to sign.**

**NEW BUSINESS**

**C. Temporary Construction Easement Lot 3 Block A Valley Creek 4<sup>th</sup> Add.:**

Public Works Director Eggleston to present Temporary Construction Easement Lot 3 Block A Valley Creek 4<sup>th</sup> Add.

- Council Letter
- Valley Creek LLC Temporary Construction Easement Offer to Purchase Letter
- Valley Creek Temporary Construction Map



Title: Request for Approval of Temporary Construction Easement Offer Letter – Lot 3, Block A, Valley Creek Addition

May 5, 2026

Dear Members of the Valley Center City Council,

I am writing to formally request the approval of the Temporary Construction Easement Acquisition offer letter for Lot 3, Block A, Valley Creek Addition.

In accordance with legal requirements and ethical standards, it is imperative to ensure that property owners affected by such acquisitions receive fair compensation for the use of their land.

By approving this offer, the City Council will not only demonstrate its commitment to upholding the property owners' rights but also facilitate the smooth progress of this portion of the Water Treatment Plant project for the benefit of our community.

The offer letter needs to be signed by the mayor in order maintain KDOT audit compliance.

Thank you for your attention to this request.

PROJECT: G2023-3

DATE: 5/5/2026

COUNTY: Sedgwick

DOCUMENT NO: 30216595

LOCATION: Lot 3, Block A, Valley Creek Estates 4<sup>th</sup> Addition, Valley Center, KS 67147

Dear Valley Creek LLC,

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

Based upon the fair market value of such real property, as determined by established procedures, the City of Valley Center is offering you the sum of one thousand, three hundred, thirty-two dollars and nine cents (\$1332.09) for your real property, which has been determined to be just compensation for your property, or the portion thereof to be acquired.

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

Other easements, if any: Temporary Construction Easement 3249 Sq Ft

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

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

---

TOTAL COMPENSATION  
AND MEASURE OF DAMAGES: \$ 1332.09

The City of Valley Center

BY: \_\_\_\_\_  
Mayor – Jet Truman

**Main Office**  
 2908 North Plum Street  
 Hutchinson, KS 67502  
 Office: (620) 665-7032  
 Fax: (620) 663-7401

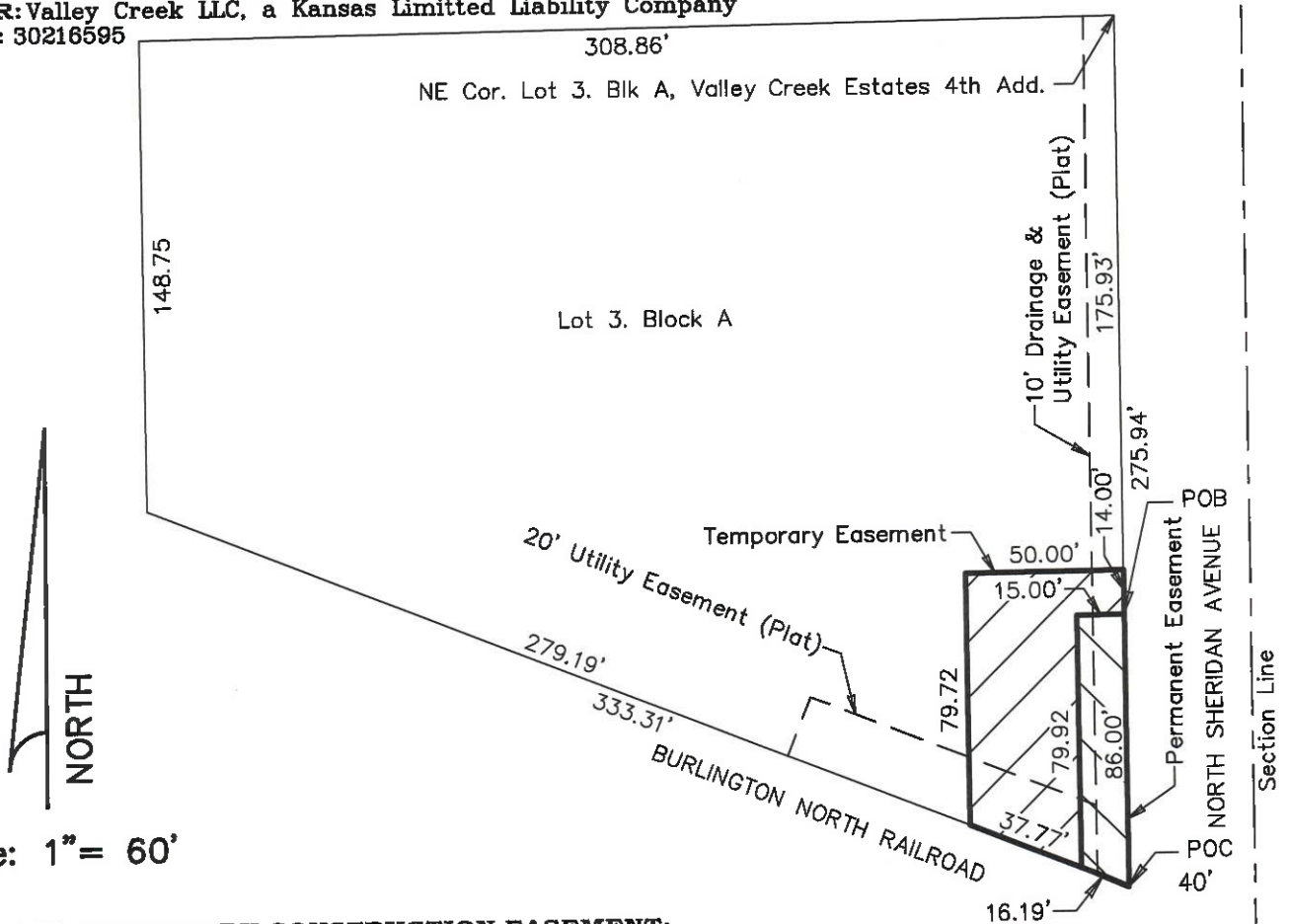


**Garber Surveying Service, P.A.**

**Branch Offices**  
 Manhattan 785-320-4810  
 McPherson 620-241-4441  
 Newton 316-283-5053  
 Salina 785-404-6302  
 Wichita 316-260-9933

**SURVEY FOR: BURNS & McDONNELL**  
**OWNER: Valley Creek LLC, a Kansas Limited Liability Company**  
**DOC.#: 30216595**

**Project No. G2023-3**

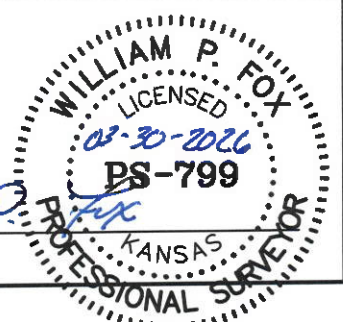


Scale: 1" = 60'

**PROPOSED TEMPORARY CONSTRUCTION EASEMENT:**

A Tract of land in Lot 3, Block A, Valley Creek Estates 4<sup>th</sup> Addition, Valley Center, Sedgwick County, Kansas, more particularly described by William P. Fox, Professional Surveyor #799, on March 30, 2026, as follows: Commencing at the Southeast corner of Lot 3, Block A, as platted in Valley Creek Estates 4<sup>th</sup> Addition, Valley Center, Sedgwick County, Kansas, Thence North on the East line of said Lot 3, Block A, for a distance of 86.00 feet to the Point of Beginning; Thence continuing North on the East line of said Lot 3, Block A, for a distance of 14.00 feet; Thence West, perpendicular to the East line of said Lot 3, Block A, for a distance of 50.00 feet; Thence South parallel with the East line of said Lot 3, Block A, for a distance of 79.72 feet to a point on the South line of said Lot 3, Block A; Thence Southeast on the South line of said Lot 3, Block A, for a distance of 37.77 feet; Thence North, parallel with and 15.00 feet West of the East line of said Lot 3, Block A, for a distance of 79.92 feet; Thence East perpendicular to the East line of said Lot 3, Block A, for a distance of 15.00 feet to the Point of Beginning. The described tract contains 3249 square feet, more or less.

Valley Center Raw Water Line  
**TRACT MAP**  
 Valley Center LLC.  
 Valley Creek Estates 4th ADD.



*William P. Fox*  
 William P. Fox PS# 799

Copyright © 2026 Garber Surveying Service, P.A. Saved 3/30/2026 11:11:45 AM by BPOK Plot Date & Time Monday, March 30, 2026 11:35:13 AM Draw Path: U:\A\007\_GSS\BLS\2023\20230003\_C26\Draw\20230003\_Timed.dwg

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

**C. Temporary Construction Easement Lot 3 Block A Valley Creek 4<sup>th</sup>**  
**Add.:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommend motion to approve Temporary Construction Easement in the amount of \$1,332.09 and approve the Mayor to sign.**

**NEW BUSINESS**

**D. Temporary Permanent Easement Lot 3 Block A Valley Creek 4<sup>th</sup> Add.:**

Public Works Director Eggleston to present Temporary Construction Easement Lot 3 Block A Valley Creek 4<sup>th</sup> Add.

- Council Letter
- Valley Creek LLC Permanent Construction Easement Offer to Purchase Letter
- Valley Creek Permanent Construction Map



Title: Request for Approval of Permanent Easement Offer Letter – Lot 3, Block A, Valley Creek Addition

May 5, 2026

Dear Members of the Valley Center City Council,

I am writing to formally request the approval of the Permanent Easement Acquisition offer letter for Lot 3, Block A, Valley Creek Addition.

In accordance with legal requirements and ethical standards, it is imperative to ensure that property owners affected by such acquisitions receive fair compensation for the use of their land.

By approving this offer, the City Council will not only demonstrate its commitment to upholding the property owners' rights but also facilitate the smooth progress of this portion of the Water Treatment Plant project for the benefit of our community.

The offer letter needs to be signed by the mayor in order maintain KDOT audit compliance.

Thank you for your attention to this request.

PROJECT: G2023-3

DATE: 5/5/2026

COUNTY: Sedgwick

DOCUMENT NO: 30216595

LOCATION: Lot 3, Block A, Valley Creek Estates 4<sup>th</sup> Addition, Valley Center, KS 67147

Dear Valley Creek LLC,

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

Based upon the fair market value of such real property, as determined by established procedures, the City of Valley Center is offering you the sum of five hundred, seventy-two dollars and twenty-four cents (\$572.24) for your real property, which has been determined to be just compensation for your property, or the portion thereof to be acquired.

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

Other easements, if any: Permanent Easement 1244 Sq Ft

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

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

---

TOTAL COMPENSATION  
AND MEASURE OF DAMAGES: \$ 572.24

The City of Valley Center

BY: \_\_\_\_\_  
Mayor – Jet Truman

Main Office  
2908 North Plum Street  
Hutchinson, KS 67502  
Office: (620) 665-7032  
Fax: (620) 663-7401

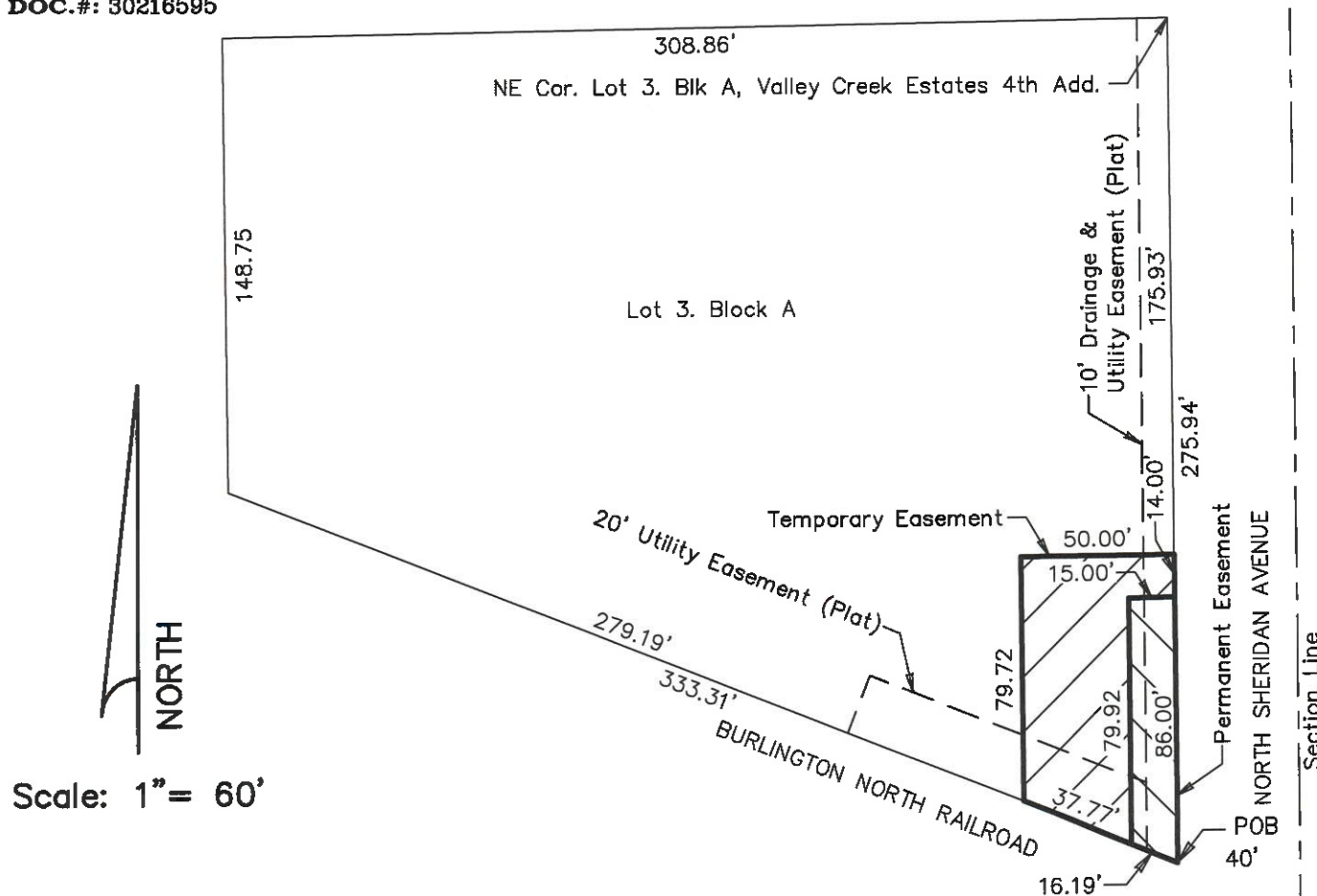


# Garber Surveying Service, P.A.

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Newton 316-283-5053  
Salina 785-404-6302  
Wichita 316-260-9933

**SURVEY FOR:** BURNS & McDONNELL  
**OWNER:** Valley Creek LLC, a Kansas Limited Liability Company  
**DOC.#:** 30216595

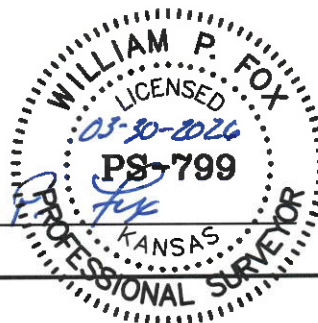
**Project No.** G2023-3



**PROPOSED PERMANENT EASEMENT:**

A Tract of land in Lot 3, Block A, Valley Creek Estates 4<sup>th</sup> Addition, Valley Center, Sedgwick County, Kansas, more particularly described by William P. Fox, Professional Surveyor #799, on March 30, 2026, as follows: Beginning at the Southeast corner of Lot 3, Block A, as platted in Valley Creek Estates 4<sup>th</sup> Addition, Valley Center, Sedgwick County, Kansas, Thence North on the East line of said Lot 3, Block A, for a distance of 86.00 feet; Thence West, perpendicular to the East line of said Lot 3, Block A, for a distance of 15.00 feet; Thence South parallel with the East line of said Lot 3, Block A, for a distance of 79.92 feet to a point on the South line of said Lot 3, Block A; Thence Southeast on the South line of said Lot 3, Block A, for a distance of 16.19 feet to the Point of Beginning. The described tract contains 1244 square feet, more or less.

Valley Center Raw Water Line  
**TRACT MAP**  
Valley Center LLC.  
Valley Creek Estates 4th ADD.



*William P. Fox*  
William P. Fox PS# 799

Copyright © 2026 Garber Surveying Service, P.A. Saved 3/30/2026 11:11:45 AM by BFUX  
Prof. Date & Time Modified: March 30, 2026 11:43:23 AM Draw Path: U:\A\1070\_GSS\1070\2023\2023-00003\_CSM\view\20230003\_Tracd\_Maps

**NEW BUSINESS**

**RECOMMENDED ACTION**

**D. Temporary Permanent Easement Lot 3 Block A Valley Creek 4<sup>th</sup> Add.:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommend motion to approve Temporary Construction Easement in the amount of \$572.24 and approve the Mayor to sign.**

**NEW BUSINESS**

**E. Change Order #3 Water Treatment Plant:**

Public Works Director Eggleston to present Change Order #3 for the raw water line at the Water Treat Plant.



# Design-Build Change Order Form

For Use with DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum* (2010 Edition) or DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for A Guaranteed Maximum Price* (2010 Edition)

Change Order Number: Three (3)	Change Order Effective Date: (date when executed by both parties)
Project: Water Supply and Treatment Project Valley Center, Kansas	Design-Builder's Project No: 24163
Owner: City of Valley Center, Kansas	Date of Agreement: November 19, 2024
	Design-Builder: Burns & McDonnell / CAS Constructors, Valley Center Joint Venture

Approved cost proposal CP-7 and CP-8. The costs associated with this cost proposal are being funded from Owner Allowance that is already included in this contract.

Scope of the Change: CP-07 is funded by the Breakroom/Bathroom Casework Allowance.  
CP-08 is funded by the Raw Water Line Allowance.

Original Contract Price:	\$ 19,734,790.00
Net Change by Previous Change Order No(s): 1 to: 3	\$ 0
This Change Order Increase/Decrease (attach breakdown):	\$ 0
New Contract Price:	\$ 19,734,790.00

Original Contract Substantial Completion Date: February 11, 2027

Adjustments by Change Order No(s) 1 to: 3 0 (calendar days)

This Change Order Contract Time Increase/Decrease: 0 (calendar days)

Revised Substantial Completion Date: February 11, 2027

By executing this Change Order, Owner and Design-Builder agree to modify the Agreement's Scope of Work, Contract Price and Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder*, (2010 Edition).

**OWNER:**

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

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

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

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

**DESIGN-BUILDER:**

By: [Signature]

Printed Name: TRAVIS STRYKER

Title: AUTHORIZED REPRESENTATIVE

Date: 3/26/26



BMCD / CAS Constructors JV  
3500 SW Fairlawn Rd. Ste 200  
Topeka, KS 66614

DATE : 2/16/2026

**PROJECT :** Valley Center Water Treatment Plant, Valley Center, KS  
**REFERENCE :** CP-7  
**DESCRIPTION :** Breakroom/Bathroom Casework

TIME EXTENSION REQUESTED  CALENDAR DAYS

WORK SCOPE							
DESCRIPTION	QTY	UNIT	SUB-CONTRACTOR	UNIT MAT/EQUIP RATE	UNIT LABOR RATE	TOTAL MAT/EQUIP	TOTAL LABOR
Breakroom/Bathroom Casework PLAM Casework PLAM vanity		1 LS	\$18,375.00			\$0.00	\$0.00
<b>WORK SCOPE SUBTOTALS</b>			<b>\$18,375.00</b>			<b>\$0.00</b>	<b>\$0.00</b>

FIELD OVERHEAD							
(Field OH covered by current contract General Conditions for this change)							
DESCRIPTION	QTY	UNIT		UNIT MATERIAL RATE	UNIT LABOR RATE	TOTAL MATERIAL	TOTAL LABOR
SUPERINTENDENT		0 MH			\$65.00		\$0.00
ASST. SUPERINTENDENT		0 MH			\$62.50		\$0.00
FIELD OFFICE CLERK		0 MH			\$30.00		\$0.00
PROJECT MANAGER		0 MH			\$75.00		\$0.00
FIELD ENGINEER		0 MH			\$45.00		\$0.00
PROJECT ADMINISTRATOR		0 MH			\$32.00		\$0.00
*JOBSITE TRAILER 2% BARE LABOR	N/A	N/A				N/A	
*JOBSITE PHONE 2% BARE LABOR	N/A	N/A				N/A	
*JOBSITE ELECTRIC 2% OF BARE LABOR	N/A	N/A				N/A	
*JOBSITE WATER 1.5% OF BARE LABOR	N/A	N/A				N/A	
*SMALL TOOLS 10% BARE LABOR	N/A	N/A				N/A	
*GENERAL CLEANING 1% BARE LABOR	N/A	N/A				N/A	
*TEMPORARY TOILETS 1% BARE LABOR	N/A	N/A				N/A	
*SAFETY EQUIPMENT 4 % OF BARE LABOR	N/A	N/A				N/A	
*PICKUP TRUCKS 5% BARE LABOR	N/A	N/A				N/A	
<b>FIELD OVERHEAD SUBTOTALS</b>						<b>\$0.00</b>	<b>\$0.00</b>

ADJUSTMENTS			
DESCRIPTION	RATE	UNIT	TOTALS
LABOR BURDEN-APPLIED TO BARE LABOR	0.0%		\$0.00
TOTAL LABOR (INCL APPLICABLE BURDEN)	-	-	\$0.00
TOTAL MATERIAL	-	-	\$0.00
TOTAL SUBCONTRACTS	-	-	\$18,375.00
TAX ON MATERIAL	0%		\$0.00
SUBCONTRACTOR BONDS	0.0%		\$0.00
<b>SUBTOTALS</b>			
GENERAL CONTRACTOR WORK	-	-	\$0.00
SUBCONTRACTORS WORK	-	-	\$18,375.00
<b>SUBTOTAL</b>			<b>\$18,375.00</b>
JV INSURANCE (GL /PL /UL /BR) (1.27%)	0%		\$0.00
OVERHEAD ON TOTAL	0%		\$0.00
FEE ON JV SELF PERFORM	0.00%		\$0.00
FEE ON SUBCONTRACTORS WORK	0.00%		\$0.00
<b>SUBTOTAL</b>			<b>\$18,375.00</b>
JV BOND (\$12.50/\$1,000)	\$ -	/1000	\$0.00
<b>TOTAL THIS CHANGE</b>			<b>\$18,375.00</b>
<b>OFFER</b>			<b>\$18,370.00</b>



BMcD / CAS Constructors JV  
 3500 SW Fairlawn Rd. Ste 200  
 Topeka, KS 66614

DATE : 3/9/2026

PROJECT : Valley Center Water Treatment Plant, Valley Center, KS  
 REFERENCE : CP-8  
 DESCRIPTION : Raw Water Line Allowance

TIME EXTENSION REQUESTED  CALENDAR DAYS

WORK SCOPE							
DESCRIPTION	QTY	UNIT	SUB-CONTRACTOR	UNIT MAT/EQUIP RATE	UNIT LABOR RATE	TOTAL MAT/EQUIP	TOTAL LABOR
Raw Water Line HDD of 14" HDPE pipe: Sta. 1+20.00 to 30+18.42 Connection to existing 12" at Sta 1+20.00 Installation of air release valves/vaults Installation of all valves Installation of surge relief line including vault & riprap Testing & inspection Restoration to pre-construction standards		1 LS	\$808,650.00			\$0.00	\$0.00
Completion of Design			\$35,000.00				
Easement Acquisition			\$8,700.00				
<b>WORK SCOPE SUBTOTALS</b>			<b>\$852,350.00</b>			<b>\$0.00</b>	<b>\$0.00</b>

FIELD OVERHEAD							
(Field OH covered by current contract General Conditions for this change)							
DESCRIPTION	QTY	UNIT		UNIT MATERIAL RATE	UNIT LABOR RATE	TOTAL MATERIAL	TOTAL LABOR
SUPERINTENDENT		0 MH			\$65.00		\$0.00
ASST. SUPERINTENDENT		0 MH			\$62.50		\$0.00
FIELD OFFICE CLERK		0 MH			\$30.00		\$0.00
PROJECT MANAGER		0 MH			\$75.00		\$0.00
FIELD ENGINEER		0 MH			\$45.00		\$0.00
PROJECT ADMINISTRATOR		0 MH			\$32.00		\$0.00
*JOBSITE TRAILER 2% BARE LABOR	N/A	N/A				N/A	
*JOBSITE PHONE 2% BARE LABOR	N/A	N/A				N/A	
*JOBSITE ELECTRIC 2% OF BARE LABOR	N/A	N/A				N/A	
*JOBSITE WATER 1.5% OF BARE LABOR	N/A	N/A				N/A	
*SMALL TOOLS 10% BARE LABOR	N/A	N/A				N/A	
*GENERAL CLEANING 1% BARE LABOR	N/A	N/A				N/A	
*TEMPORARY TOILETS 1% BARE LABOR	N/A	N/A				N/A	
*SAFETY EQUIPMENT 4 % OF BARE LABOR	N/A	N/A				N/A	
*PICKUP TRUCKS 5% BARE LABOR	N/A	N/A				N/A	
<b>FIELD OVERHEAD SUBTOTALS</b>						<b>\$0.00</b>	<b>\$0.00</b>

ADJUSTMENTS			
DESCRIPTION	RATE	UNIT	TOTALS
LABOR BURDEN-APPLIED TO BARE LABOR	0.0%		\$0.00
TOTAL LABOR (INCL APPLICABLE BURDEN)	-	-	\$0.00
TOTAL MATERIAL	-	-	\$0.00
TOTAL SUBCONTRACTS	-	-	\$852,350.00
TAX ON MATERIAL	0%		\$0.00
SUBCONTRACTOR BONDS	0.0%		\$0.00
<b>SUBTOTALS</b>			
GENERAL CONTRACTOR WORK	-	-	\$0.00
SUBCONTRACTORS WORK	-	-	\$852,350.00
<b>SUBTOTAL</b>			<b>\$852,350.00</b>
JV INSURANCE (GL /PL /UL /BR) (1.27%)	0%		\$0.00
OVERHEAD ON TOTAL	0%		\$0.00
FEE ON JV SELF PERFORM	0.00%		\$0.00
FEE ON SUBCONTRACTORS WORK	0.00%		\$0.00
<b>SUBTOTAL</b>			<b>\$852,350.00</b>
JV BOND (\$12.50/\$1,000)	\$ -	/1000	\$0.00
<b>TOTAL THIS CHANGE</b>			<b>\$852,350.00</b>
<b>OFFER</b>			<b>\$852,350.00</b>

**NEW BUSINESS**

**RECOMMENDED ACTION**

**E. Change Order #3 Water Treatment Plant:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommend approval to the change order #3 in the amount of \$18,275.00 and approve the mayor sign.**

**CONSENT AGENDA**

- A. APPROPRIATION ORDINANCE – APRIL 28, 2026**
- B. POOL USE AGREEMENT WITH VCSC AND VCRC:**

**RECOMMENDED ACTION:**

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

VENDOR SET: 02 City of Valley Center  
 BANK: APBK PEOPLES CHECKING  
 DATE RANGE: 0/00/0000 THRU 99/99/9999

May 5, 2026 City Council Meeting71

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0004	JOHNSON AUTOMOTIVE							
I-202604184854	JOHNSON AUTOMOTIVE	R	4/24/2026	100.86		064455	O	100.86
0014	WICHITA WINWATER WORKS CO.							
I-202604204877	WICHITA WINWATER WORKS CO.	R	4/24/2026	119.16		064456	O	119.16
0050	CITY OF NEWTON							
I-202604204883	CITY OF NEWTON	R	4/24/2026	200.00		064457	O	200.00
0110	LKM - LEAGUE OF KANSAS MUNICIP							
I-202604184850	LKM - LEAGUE OF KANSAS MUNICIP	R	4/24/2026	50.00		064458	O	
I-202604204876	LKM - LEAGUE OF KANSAS MUNICIP	R	4/24/2026	15.00		064458	O	65.00
0150	AT&T MOBILITY							
I-202604184846	AT&T MOBILITY	R	4/24/2026	918.28		064459	O	918.28
0220	UNDERGROUND VAULTS & STORAGE							
I-202604194856	UNDERGROUND VAULTS & STORAGE	R	4/24/2026	386.88		064460	O	386.88
0285	KDHE -- ATTN.: PERMIT CLERK							
I-202604194860	KDHE -- ATTN.: PERMIT CLERK	R	4/24/2026	320.00		064461	O	320.00
0378	PEARSON CONSTRUCTION LLC							
I-202604184852	PEARSON CONSTRUCTION LLC	R	4/24/2026	55,023.29		064462	O	55,023.29
0498	BRYAN'S HEATING & AIR CONDITIO							
I-202604214891	BRYAN'S HEATING & AIR CONDITIO	R	4/24/2026	1,075.00		064463	O	1,075.00
0623	CORE & MAIN							
I-202604204874	CORE & MAIN	R	4/24/2026	378.35		064464	O	378.35
0639	ARMSCOR CARTRIDGE INCORPORATED							
I-202604204881	ARMSCOR CARTRIDGE INCORPORATED	R	4/24/2026	3,850.00		064465	O	3,850.00
0784	MERIDIAN ANALYTICAL LABS, LLC							
I-202604194861	MERIDIAN ANALYTICAL LABS, LLC	R	4/24/2026	544.00		064466	O	544.00
0807	GADES SALES CO, INC.							
I-202604204873	GADES SALES CO, INC.	R	4/24/2026	330.00		064467	O	330.00
0824	GALLS, LLC							
I-202604214888	GALLS, LLC	R	4/24/2026	415.68		064468	O	415.68

VENDOR SET: 02 City of Valley Center  
 BANK: APBK PEOPLES CHECKING  
 DATE RANGE: 0/00/0000 THRU 99/99/9999

May 5, 2026 City Council Meeting72

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0884	ENDURA							
I-202604184849	ENDURA	R	4/24/2026	214.92		064469	O	214.92
1005	ADT US HOLDINGS, INC							
I-202604204880	ADT US HOLDINGS, INC	R	4/24/2026	164.00		064470	O	164.00
1039	GRAINGER							
I-202604204875	GRAINGER	R	4/24/2026	67.76		064471	O	67.76
1078	FLEXIBLE BENEFIT SERVICE CORPO							
I-202604184855	FLEXIBLE BENEFIT SERVICE CORPO	R	4/24/2026	181.00		064472	O	181.00
1162	CUT RATES LAWN CARE LLC							
I-202604204884	CUT RATES LAWN CARE LLC	R	4/24/2026	5,830.00		064473	O	5,830.00
1190	THE YARD							
I-202604224892	THE YARD	R	4/24/2026	368.64		064474	O	368.64
1236	SHORT ELLIOT HENDRICKSON, INC.							
I-202604194862	SHORT ELLIOT HENDRICKSON, INC.	R	4/24/2026	23,438.25		064475	O	23,438.25
1240	UTILITY MAINTENANCE CONTRACTOR							
I-202604214886	UTILITY MAINTENANCE CONTRACTOR	R	4/24/2026	1,245.00		064476	O	1,245.00
1258	WILDCAT CONSTRUCTION CO., INC							
I-202604184848	WILDCAT CONSTRUCTION CO., INC	R	4/24/2026	895,190.66		064477	O	895,190.66
1266	HUTCHINSON COMMUNITY COLLEGE							
I-202604214887	HUTCHINSON COMMUNITY COLLEGE	R	4/24/2026	146.99		064478	O	146.99
1370	AT&T MOBILITY-CC							
I-202604184847	AT&T MOBILITY-CC	R	4/24/2026	191.25		064479	O	191.25
1392	WORKSTEPS, INC.							
I-202604184851	WORKSTEPS, INC.	R	4/24/2026	75.00		064480	O	75.00
1417	ACCESS SYSTEMS LEASING							
I-202604184853	ACCESS SYSTEMS LEASING	R	4/24/2026	791.39		064481	O	791.39
1482	GENERAL CODE							
I-202604204879	GENERAL CODE	R	4/24/2026	1,296.00		064482	O	1,296.00
1520	BAKER TILLY ADVISORY GROUP, LP							
I-202604214885	BAKER TILLY ADVISORY GROUP, LP	R	4/24/2026	5,250.00		064483	O	5,250.00

VENDOR SET: 02 City of Valley Center  
 BANK: APBK PEOPLES CHECKING  
 DATE RANGE: 0/00/0000 THRU 99/99/9999

May 5, 2026 City Council Meeting73

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1524	WICHITA PLANT SERVICES, LLC							
I-202604194857	WICHITA PLANT SERVICES, LLC	R	4/24/2026	2,279.45		064484	O	2,279.45
0032	AFLAC							
I-AF 202604014792	SUPPLEMENTAL INSURANCE	R	4/24/2026	71.17		064485	O	
I-AF 202604154841	SUPPLEMENTAL INSURANCE	R	4/24/2026	71.17		064485	O	
I-AFC202604014792	SUPPLEMENTAL INSURANCE	R	4/24/2026	72.31		064485	O	
I-AFC202604154841	SUPPLEMENTAL INSURANCE	R	4/24/2026	72.31		064485	O	
I-AFD202604014792	SUPPLEMENTAL INSURANCE	R	4/24/2026	68.41		064485	O	
I-AFD202604154841	SUPPLEMENTAL INSURANCE	R	4/24/2026	68.41		064485	O	
I-AFO202604014792	SUPPLEMENTAL INSURANCE	R	4/24/2026	62.01		064485	O	
I-AFO202604154841	SUPPLEMENTAL INSURANCE	R	4/24/2026	120.23		064485	O	606.02
0445	DELTA DENTAL OF KANSAS, INC.							
I-DDS202604014792	DENTAL INSURANCE	R	4/24/2026	243.23		064486	O	
I-DDS202604154841	DENTAL INSURANCE	R	4/24/2026	261.94		064486	O	
I-DEC202604014792	DENTAL INSURANCE	R	4/24/2026	401.83		064486	O	
I-DEC202604154841	DENTAL INSURANCE	R	4/24/2026	401.83		064486	O	
I-DES202604014792	DENTAL INSURANCE	R	4/24/2026	111.12		064486	O	
I-DES202604154841	DENTAL INSURANCE	R	4/24/2026	74.08		064486	O	
I-DFM202604014792	DENTAL INSURANCE	R	4/24/2026	683.43		064486	O	
I-DFM202604154841	DENTAL INSURANCE	R	4/24/2026	665.01		064486	O	2,842.47
0566	SURENCY LIFE AND HEALTH							
I-VEC202604014792	VISION INSURANCE	R	4/24/2026	7.93		064487	O	
I-VEC202604154841	VISION INSURANCE	R	4/24/2026	7.93		064487	O	
I-VMC202604014792	VISION INSURANCE	R	4/24/2026	78.12		064487	O	
I-VMC202604154841	VISION INSURANCE	R	4/24/2026	78.12		064487	O	
I-VME202604014792	VISION INSURANCE	R	4/24/2026	48.30		064487	O	
I-VME202604154841	VISION INSURANCE	R	4/24/2026	48.30		064487	O	
I-VMF202604014792	VISION INSURANCE	R	4/24/2026	185.57		064487	O	
I-VMF202604154841	VISION INSURANCE	R	4/24/2026	246.52		064487	O	
I-VMS202604014792	VISION INSURANCE	R	4/24/2026	40.48		064487	O	
I-VMS202604154841	VISION INSURANCE	R	4/24/2026	30.36		064487	O	771.63

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	33	1,004,676.93	0.00	1,004,676.93
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 02 BANK: APBK TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	33	1,004,676.93	0.00	1,004,676.93

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 DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0010	JEREMIAH C. KIRK							
I-202604194859	JEREMIAH C. KIRK	R	4/24/2026	270.00		064488	O	270.00
0157	KYLE FIEDLER							
I-202604194858	KYLE FIEDLER	R	4/24/2026	591.92		064489	O	591.92

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2	861.92	0.00	861.92
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:	2	861.92	0.00	861.92
BANK: APBK TOTALS:	35	1,005,538.85	0.00	1,005,538.85
REPORT TOTALS:	35	1,005,538.85	0.00	1,005,538.85

SELECTION CRITERIA

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

CHECK SELECTION

CHECK RANGE: 064455 THRU 064489  
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: YES  
PRINT STATUS: Outstanding  
-----

**CONSENT AGENDA**

**A. APPROPRIATION ORDINANCE:**

Below is the proposed Appropriation Ordinance for April 28, 2026, as prepared by City Staff.

**April 28, 2026 Appropriation**

**Peoples Bank                   \$    1,005,538.85**

**CONSENT AGENDA**

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

- Pool Use Agreement

**City of Valley Center – Valley Center Recreation Commission – Valley Center Swim Club**

**POOL-USE AGREEMENT**

This Agreement is made and entered into as of this 12 day of April, 2026 by and between the **City of Valley Center, Kansas (hereinafter known as City)**, **Valley Center Recreation Commission (hereinafter known as VCRC)**, and the **Valley Center Swim Club (hereinafter known as VCSC)**.

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

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

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

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

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

- I. **City & VCRC** agrees and does hereby allow **VCSC** use of the pool and diving boards and necessary appurtenances for said swim practices, commencing on the Monday designated as Memorial Day and continuing through the third Wednesday in July (July 15<sup>th</sup> 2026). Practices shall be on days and times as specified by **VCRC**. The terms hereof shall apply to the practice and meet dates and facilities specified within this Agreement as “Exhibit A” only for the year of 2026.
- II. Any additional practice or meet times must be negotiated separately with the Director of **VCRC** or designee. **VCSC** agrees to allow the City and **VCRC** access to the pool area conjunctively with **VCSC** for any purposes related to cleaning, maintenance, pool preparation and water testing during **VCSC** practices.
- III. **City & VCRC** agree and do hereby allow **VCSC** use of the **LPP** and necessary appurtenances for home league meets on June 9<sup>th</sup> & 16<sup>th</sup>, and June 18<sup>th</sup> for a make-up meet. No meets are allowed at the **LLP** during the weeks of July 6<sup>th</sup> to July 17<sup>th</sup>. **LLP** is used for swim lessons during these evenings. **VCRC** agrees to close the pool to the public at 4:00 pm on June 9<sup>th</sup>, & 16<sup>th</sup> to allow **VCSC** to prepare for and conduct said meets. Due to City Ordinance / park curfew hours, all activities (including clean-up) shall be concluded by 11:00 p.m.
- IV. **VCSC** is allowed to operate its own concession stand at the **LPP** Facility during the swim meets; **VCSC** shall be responsible for cleaning the concession area at the conclusion of the event. Additionally, **VCSC** may place a grill outside the fence for use associated with concession operation. A vehicle may be used to unload/load the grill but may not be parked on the grass during the meet. **VCSC** may rent the “pool BBQ grill” for swim meets and their pool party at the designated rental rate.

- V. **VCSC** agrees to pay **VCRC** an annual fee of one thousand eight hundred dollars (\$1,800.00) for use of the facility. The fee shall be paid prior to May 1<sup>st</sup> every year this Agreement is in effect, commencing May 1, 2026. In the event pool keys are not returned to **VCRC** by August 5, 2026, **VCSC** will be invoiced the amount of two-hundred fifty dollars (\$250.00).
- VI. If needed, **VCSC** will be responsible for renting/obtaining bleachers and canopies for the swim meets. The **City** will allow the canopies in the grass but the canopies cannot block any walking paths. Driving or parking on the grass will not be allowed.
- VII. **VCRC** shall be responsible for providing three (3) staff member to be on-site for all **VCSC** home meets. The staff member will be present at all times to monitor the facility, and see it is used in a safe manner. **VCRC** will provide and will pay such staff members' wages.
- VIII. During all practices of **VCSC** there shall be at least one individual present at all times that is actively scanning, currently certified as a lifeguard to monitor the pool, the facility, and see it is used in a safe manner. This excludes coaches being the certified lifeguard on duty. **VCRC** will audit **VCSC** at a minimum of once a week to ensure **VCSC** is running the pool and practice in a safe manner. If **VCSC** is in violation of safe practice deemed by the auditor, this will be considered a breach of contract and grounds of terminating contract and use of pool. **VCRC** will allow use of safety equipment including: Backboard, rescue tube, AED, and First aid supplies. If any of these items are lost, stolen or damaged in any way- **VCSC** will be responsible for replacement and pool will need to be closed until all safety items are restored. **VCSC** will be responsible for providing their own hip packs, resuscitation masks and whistles.
- IX. The following general provisions shall be followed by the parties regarding the care and maintenance of the **City's** swimming pool facilities pursuant to this Agreement.
- A. **VCSC** is responsible for picking up the trash in and around the pool facility and parking lot and for emptying all trash cans into trash dumpster after all swim meets.
- B. **City** and/or **VCRC** will provide trash service and receptacles and will wash pool deck for home league meets.
- C. **VCSC** shall put out and take down lane ropes before and after each practice and swim meet.
- D. **VCRC** will make sure bathrooms are cleaned and restocked prior to any **VCSC** meet as described above. **VCRC** shall restock all toilet paper and paper towels and clean bathrooms after all swim meets.
- E. **VCSC** shall reimburse **City** or **VCRC** (whichever incurs actual costs) for total costs associated with damage to the pool and/or facility that exceed normal or routine maintenance requirements. Damage claims shall be jointly reviewed by **City** and/or **VCRC** and **VCSC** representatives to determine if the damage in question exceeds normal or routine maintenance requirements.
- F. All vehicles, including RV's, shall be parked in the parking lot. Overflow parking will be allowed on the street around the pool.

- G.** VCSC shall provide adequate personnel to supervise all activities, and prior to pool use shall provide VCRC contact information for all coaches (including names, addresses and telephone numbers and certification status) and VCSC Board Members prior to May 1, 2026.
- X.** VCSC shall provide the City & VCRC with proof of insurance, \$500,000 per occurrence / \$1,000,000 aggregate, naming the City and VCRC, jointly, as insured to cover pool, land, or liability for all League sanctioned activities. VCSC's insurance certificate must include the City of Valley Center as 3<sup>rd</sup> party insured.
- XI.** VCSC and its individual officers and members, hereby agree to defend, indemnify, and hold harmless City and/or VCRC for any damage to city property by any person or persons participating in or attending the Club sanctioned activities and to pay any costs of defense associated with claims brought against City or VCRC arising from, or related to, this Agreement and/or the activities covered hereunder, including reasonable attorney's fees.
- XII.** VCSC and its individual officers and members, hereby agree to relieve and discharge and release City and/or VCRC, its agents and employees from all responsibility for any injury, damage or loss to the property or person of any person participating in or attending the Club sanctioned activities and to indemnify and hold harmless the City, its agents and employees from any claim, lawsuits, etc. arising out of Club's use of the pool.
- XIII.** This agreement may be terminated at any time by mutual agreement, or by either party upon giving fourteen (14) days prior written notice of the cancellation to the other party.
- XIV.** This agreement may be modified, changed, or amended only as may be mutually agreed in writing between City, VCRC and VCSC. It is understood that this agreement supersedes and cancels any and all prior existing arrangement(s) between the parties hereto and their predecessors concerning the uses provided for herein.
- XV.** If any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition, or provision does not materially prejudice VCRC, VCSC or City in the respective rights and obligations contained in the valid covenants, conditions, or provisions in this agreement.
- XVI.** It is understood and agreed that VCSC shall not sell, sign or transfer any of its rights or privileges granted hereunder without the prior written consent of City and VCRC.

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

CITY OF VALLEY CENTER, KANSAS

VALLEY CENTER SWIM CLUB

\_\_\_\_\_  
Jet Truman, Mayor

 4/12/26  
Shane McPhail, President

ATTEST:

SEAL

VALLEY CENTER RECREATION COMMISSION

\_\_\_\_\_  
Kristi Carrithers, City Clerk

  
Blake Peniston, Director

## STAFF REPORTS

**A. Community Development Director Fiedler**

**B. Parks & Public Buildings Director Owings**

**C. Public Safety Director Newman**

**D. Public Works Director Eggleston**

**E. City Engineer- Scheer**

**F. City Attorney Arbuckle**

**G. Public Librarian Sharp**

**H. Finance Director Miller**

**I. City Clerk/HR Director Park**

**J. City Administrator Kastens**

## GOVERNING BODY REPORTS

**A. Mayor Truman**

**B. Councilmember Colbert**

**C. Councilmember Scriven**

**D. Councilmember Reid**

**E. Councilmember Anderson**

**F. Councilmember Gregory**

**G. Councilmember Daniels**

**H. Councilmember Evans**

**I. Councilmember Stamm**

**ADJOURN**