

CITY OF VALLEY CENTER

FINAL AGENDA

MARCH 31, 2016

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.

APRIL 5, 2016

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. Minutes p 4
 - March 15, 2016 Regular Council Meeting p 4
7. **PRESENTATIONS / PROCLAMATIONS p 10**
8. **PUBLIC FORUM (Citizen input and requests) p 10**
9. **APPOINTMENTS p 10**
10. **COMMITTEES, COMMISSIONS p 10**
 - A. Minutes p 10
 - March 14, 2016 Site Plan Committee p 11
 - March 22, 2016 Planning Commission Board of Appeals p 16
11. **OLD BUSINESS p 23**
 - A. Public Hearing; 1292-16 Proposed Special Assessments p 23
 - B. Ordinance 1292-16; Levying Special Assessments p 24
 - C. Finance and Administration Position Reclassification Proposal p 41
 - D. Discussion of annual budget survey p 47
12. **NEW BUSINESS p 48**
 - A. Water Study Presentation p 48
 - B. Agreement with KDOT Goff Street Sidewalk p 68
 - C. Executive session to discuss land acquisition p 87
13. **CONSENT AGENDA p 88**
 - A. Appropriation Ordinance; April 5, 2016 p 89
14. **STAFF REPORTS p 98**
15. **GOVERNING BODY REPORTS p 101**
16. **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 anytime 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@valleycenter-ks.gov or by phone at (316)755-7310.

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

APPROVAL OF AGENDA

RECOMMENDED ACTION:

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

ADMINISTRATION AGENDA

A. MINUTES:

Attached are the Minutes from the March 15, 2016 Regular City Council Meeting as prepared by the City Clerk.

REGULAR COUNCIL MEETING
 March 15, 2016
 CITY HALL
 121 S. MERIDIAN

Mayor Laurie Dove called the meeting to order at 7:00 p.m. with the following members present: Dale Kerstetter, Lou Cicirello, Gina Gregory, Marci Maschino, Lionel Jackson and Al Hobson.

Members Absent: Brendan McGettigan and Ben Anderson

Staff Present: George Kolb, Interim City Administrator
 Kristine Polian, Finance and Admin Director
 Mark Hephner, Police Chief
 Lonnie Tormey, Fire Captain
 Brent Holper, City Superintendent
 Neil Owings, Parks and Public Buildings Superintendent
 Ryan Shrack, Community Development Director
 Joshua Golka, City Engineer
 Barry Arbuckle, City Attorney
 Kristi Carrithers, City Clerk

Press present: The Ark Valley News

APPROVAL OF THE AGENDA

Mayor Dove requested that Item 11-D, be re-labeled 11-C. Maschino moved to approve the amended Agenda, second by Gregory. Vote yea: unanimous. Motion carried.

ADMINISTRATION AGENDA

MINUTES – MARCH 15, 2016 REGULAR CITY COUNCIL MEETING

Maschino moved to accept the minutes of the March 15, 2016, regular City Council meeting, seconded by Kerstetter. Vote yea: unanimous. Motion carried.

PRESENTATIONS/PROCLAMATIONS –

PUBLIC FORUM – None

APPOINTMENTS – None

COMMITTEES, COMMISSIONS – Valley Center Planning Commission/Board of Appeals 2/23/2016 minutes.

OLD BUSINESS –

A. ORDINANCE 1291-16 TEMPORARY CONSTRUCTION EASEMENTS

Cicirello moved to waive the 1st reading of Ordinance 1291-16, seconded by Hobson. Vote yea: unanimous. Motion carried.

Cicirello moved to adopt Ordinance 1291-16 for the temporary construction easements. Motion was seconded by Hobson. Vote yea: unanimous. Motion carried.

B. CONSIDERATION OF PROPOSAL FOR TRAFFIC STUDY REGARDING LEEKERS DRIVEWAY APPROACH

Hobson moved to table discussion on this issue until a full council was in attendance. Motion died for lack of second.

Kerstetter moved to approve agreement with PEC to conduct a Traffic Impact Study. Cicirello seconded the motion. Vote yea: Kerstetter, Cicirello, Gregory, Jackson, Hobson. Opposed: none, Abstain: Maschino. Motion carried.

C. CONSIDERATION OF ARCHITECT FOR FORD STREET DEVELOPMENT PROJECT

Discussion regarding architect proposals was held.

Kerstetter moved to authorize staff to enter into negotiations with SPT for proposal of scope and price of a development concept for Ford Street. Maschino seconded the motion.

Gregory requested that a lid on spending would be included in the final agreement.

Vote yea: Kerstetter, Cicirello, Gregory, Maschino and Hobson. Opposed: Jackson. Motion carried.

NEW BUSINESS-

A. CONSIDERATION OF CHAMBER OF COMMERCE 2016 EVENT SCHEDULE & ASSOCIATED REQUESTS

Cicirello moved to approve event requests as detailed in the Valley Center Chamber of Commerce memo. Kerstetter seconded the motion. Vote: Yea; Unanimous. Motion Carried.

B. 2016-1 GENERAL OBLIGATION BOND, SPECIAL ASSESSMENT PHASE

Polian explained the process and asked if Council had questions.

Cicirello moved to approve each of said documents, set April 5, 2016 at 7:00pm for open hearing, cause City Clerk to publish Exhibit C in the Ark Valley News not less than 10 days prior to such public meeting date, Mail Exhibit D to all owners of properties affected by such assessments and file and make available all documents of record at the City Clerk office. Motion seconded by Gregory. Vote yea: unanimous. Motion carried.

C. SPECIAL BUDGET WORKSHOP

Kolb said that the meeting should be postponed until a later date. He felt it was too early in the process for such a meeting and no information is available at this time. He would like to have

Council Members complete a survey regarding priorities they would like to see within the next one or two budget years.

CONSENT AGENDA

- A. APPROPRIATION ORDINANCE**
- B. TREASURE'S REPORT, FEBRUARY 2016**
- C. REVENUE AND EXPENSE SUMMARIES, FEBRUARY 2016**
- D. DELINQUENT ACCOUNTS FOR COLLECTION**
- E. CHECK RECONCILLATION, FEBRUARY 2016**

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

STAFF REPORTS

FINANCE AND ADMIN DIRECTOR POLIAN

The department has received 2 resignations. One is due to retirement and the other will be moving. Polian will be evaluating job descriptions and begin the hiring process.

Auditors will be conducting the annual financial audit for the City on March 15th-16th.

POLICE CHIEF HEPHNER

Reported that interviews for the SRO have been completed. Officer Easley will begin as the SRO at the High School in April. Officer Manning has been offered a position full time with the department.

COMMUNITY DEVELOPMENT DIRECTOR SHRACK

John Wright began as Code Enforcement Officer on March 7, 2016.

CITY SUPERINTENDENT HOLPER

The City Spring Clean Up Day will be April 16, 2016. No tires will be picked up. For residents wanting compost and/or wood chips, piles are available at the Public Works building.

CITY ENGINEER GOLKA

Working on the report of the Water Study, is planning on presenting the report at the April 5, 2016 Council Meeting.

INTERIM CITY ADMINISTRATOR KOLB

Kolb reported that Carolyn McGinn and Steve Huebert attended a community meeting at City Hall on March 12, 2016.

Kolb urged Council to attend and be involved with meetings of the Sedgwick County Association of Cities. The next meeting will be hosted by the City of Wichita at Cowtown on April 9th, followed by a meeting at Botanica on May 14th. hosted by the City of Valley Center.

GOVERNING BODY REPORTS –

COUNCIL MEMBER GREGORY

Inquired about the status of the photographs of Council and Department Heads that were taken in December.

COUNCILMEMBER MASCHINO

Offered condolences to the family of retired City Superintendent Richard Dunn.

Hobson moved to adjourn, second by Jackson. Vote Yea: Unanimous.

ADJOURN -

Meeting adjourned at 7:40 PM.

Kristi Carrithers, City Clerk

ADMINISTRATION AGENDA
RECOMMENDED ACTION

A. MINUTES:

RECOMMENDED ACTION:

Staff recommends motion to approve the minutes of the March 15, 2016 Regular Council Meeting as presented / amended.

PRESENTATIONS / PROCLAMATIONS

PUBLIC FORUM

APPOINTMENTS

COMMITTEES, COMMISSIONS

Minutes:

March 14, 2016 Site Plan Commission Minutes.

**March 22, 2016 Planning Commission Board of Appeal
Minutes.**

SITE PLAN COMMITTEE MINUTES

7:00 P.M. MARCH 14, 2016

CALL MEETING TO ORDER

The meeting was called to order at 7:01 p.m

The following members present: Chairperson Gene Sharp, Brian Maschino, Don Bosken and Jim Detwiler

Committee Members absent: Adam Dunn

Staff Present: Ryan Shrack, Community Development Director and Fernetta Phillips, Community Development Assistant

Those present in the audience: Bill Arick and Mike Legako, Morton Buildings

SET/AMEND AGENDA

Motion was made by Don Bosken and seconded by Jim Detwiler to set the agenda. Vote Yea: Unanimous.

APPROVAL OF MINUTES

Brian Maschino stated the minutes contained inadequate information regarding the parking at Safarik Tool. Adam Dunn questioned if the information presented at the time was true. Brian stated the information was true at the time. (Brian Maschino stated he didn't recall stating the statement of Brian stating the information was true at the time to be removed) Don Bosken made a motion to accept the amended minutes, which was seconded by Jim Detwiler to approve the October 15, 2015 minutes. Vote was unanimous.

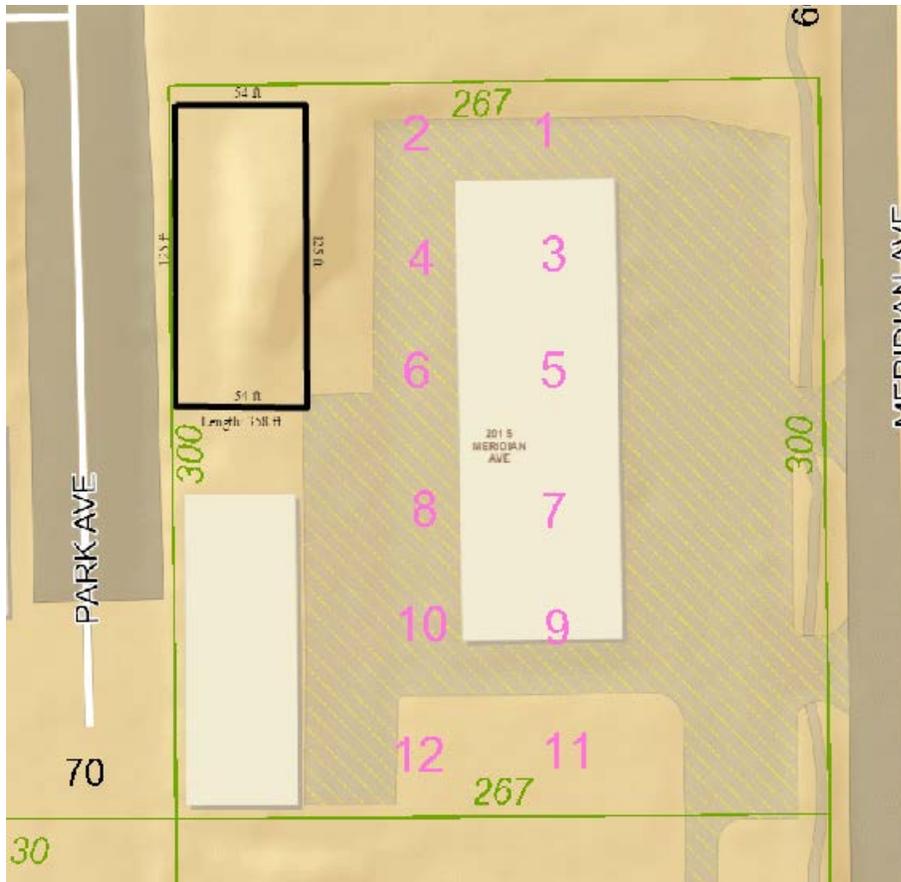
COMMUNICATIONS

None

SITE PLANS

Ryan Shrack read the following request:

SP 2016-01: Bill Arick to construct a 7,290 sq. ft. building on the northwest section of the lot located at 201 S. Meridian Avenue, Valley Center, KS.



Existing Zoning: C-2 General Business District

Size of Parcel: 1.8 acres (80,100 sq. ft.). It has 300 feet of frontage along Meridian Ave. on the east side of the property and approximately 215 feet of frontage along Park Ave. The lot has a depth of 267 feet. The C-2 General Business District requires a minimum of 5,000 sq. ft. Site plan meets all bulk regulations required of the zoning district.

Purpose of Site Plan Application:

17.12.05 Site Plan Requirements:

Projects which are subject to review by the Site Plan Committee generally are required to meet the following standards:

A. *Show the location and dimensions of all right-of-way, easements and setback lines either required by these regulations or by platting or separate instruments.*

- The proposed building is on one plat and does show the location of all right-of-way, easements and setback lines. The applicant is applying for a five foot setback variance on the west side of the lot through the Planning Commission. The normal setback for the rear of the lot is ten feet. The Public Works Director does not have any issues with this as the long-term street plan is to make Park Ave. narrower. The only utility line

potentially affected is a non-active AT&T phone line.

- B. *The site plan map generally should be oriented to the north with north arrow and scale plus dimensions and property boundary lines for the zoning lot.*
- Dimensions are on the Site Plan and the site plan is generally oriented to the north and a scale is present.
- C. *Topography by contour lines may be required if slopes exceed 5%, buffer berms are used, or a drainage plan is required.*
- Drainage is indicated on the site plan and has been reviewed by the City Engineer and Public Works Director. Drainage indicators are considered okay by city staff.
- D. *Show existing and proposed structures by bulk dimensions plus number of stories, gross floor area and entrances.*
- The developer is showing a building footprint. The structure is single story and will have 7,290 square feet. The building will contain approximately 4-5 bays located on the east side of the building.
- E. *Existing and proposed curb cuts, aisles, off-street parking, loading spaces and walkways, including type of surfacing and number of parking spaces. Delineate the traffic flow with directional arrows and indicate the location of direction signs and other motorist's aids (if any).*
- The site plan shows existing parking lot east of the proposed building. The construction of this proposed building will add new pavement to the existing parking lot, but not add any new parking spaces.
- F. *Location, direction and intensity of proposed lighting. All exterior lighting must be "full-cut-off" light fixtures when located near adjacent residential properties (no light should spill over on adjacent residential parcels)*
- No exterior light fixtures are shown on the site plan.
- G. *Location and height of all existing (to remain) and proposed signs on the site, the setback dimensions from any sign to property lines, location and routing of electrical supply, surface area of the sign in square feet, size of letters and graphics, description of sign, frame materials and colors.*
- No proposed signs are indicated on site plan.
- H. *If disposal containers will be on the site, indicate how such areas will be fully screened from public view by means of a structure (including swinging doors) constructed with either solid treated lumber walls, cement block (with or without brick), or other materials deemed*

acceptable. The enclosure must also have the capability of latching the doors in a closed position, or when trash is being picked up, in an open position. Outdoor storage areas may also need to be screened if required by these zoning regulations.

- The site plan does not show disposal containers as planned.
- I. *Vehicular ingress and egress to and from the site and circulation within the site to provide safe, efficient and convenient movement of traffic, not only within the site but on adjacent roadways.*
- Vehicular ingress and egress to and from the site and circulation with the site would not be altered by construction of the proposed building.
- J. *Site plan provides for the safe movement of pedestrians within the site.*
- Proposed building provides for the safe movement of pedestrians around the site on along existing sidewalks.

Mr. Arick showed the committee the preliminary plans; Gene Sharp questioned the committee if there were any questions or comments. Don Bosken questioned if PEC had seen the plans, Ryan stated that Josh Golka and seen the plans. Brian Maschino questioned if the local fire department had approved of the plans. Ryan stated Valley Center department hadn't seen the plans, but the plans will have to go to Sedgwick County first for approval and if there is a problem with access for the fire department it will be addressed then. Don Bosken questioned if there would be access to drive around the building. Bill stated only the customers using the storage units and the delivery trucks for the stores would have access. Gene questioned if the lighting was going to be similar to the other unit. Bill stated the lighting would be the same type, but would be pointing down per the surrounding neighbors requests. Gene questioned if there would be an issue regarding the drainage. Ryan stated Brent, Public Works Director, had stated the problem of past issues with storm water drainage had been resolved. Gene questioned if the project of putting the road on Park St. was still on the table. Ryan stated Brent had not indicated if the project was still in place. Don questioned Bill if the surface drainage would change with the new building. Bill stated it would remain surface drainage. Brian referred item E regarding to parking and if the new building would require more parking spaces. Ryan stated no parking was going to be lost or added. Don asked if the new building would just be indoor storage, Bill stated yes only indoor storage. Brian questioned if there were going to be more trash containers added and Bill stated just the existing ones. Brian asked if there would be directional signs showing access. Bill stated no, the only traffic would be renters of storage shed and delivery trucks. Brian asked if the exterior of the building would match the other buildings. Bill stated the design is exact as other building except different size. Gene asked the committee and those in attendance had any more questions and there were none. Gene asked for a motion, Don Bosken made a motion upon the recommendation of the Community Development Director, and other factors discussed during the Site Plan Committee meeting to move to recommend the approval of SP 2016-01 and Jim Detwiler seconded the motion. Vote was unanimous.

This recommendation will be forwarded to the Planning Commission.

UNFINISHED BUSINESS – None

ITEMS BY SITE PLAN COMMITTEE MEMBERS -
None

ADJOURNMENT

Don Bosken made a motion and Jim Detwiler seconded it to adjourn the meeting at 7:21 p.m.
Respectfully submitted,

/Ryan Shrack

Ryan Shrack, Recording Secretary fp

PLANNING COMMISSION/ZONING BOARD OF APPEALS
CITY OF VALLEY CENTER

Tuesday, March 22, 2016, 7:00 P.M.
CITY HALL, 121 S. MERIDIAN

CALL TO ORDER: Commissioner Park called the meeting to order at 7:00 p.m. with the following members present: Ronald Colbert, Gary Janzen, Matt Stamm, Danny Park, Scot Phillips, Don Bosken and Terry Nantkes

Members absent: Del James and Ben Neaderhiser

Staff Present: Ryan Shrack and Fernetta Phillips

Others in attendance: William Arick

Meeting started with the Pledge of Allegiance to the American Flag.

AGENDA: A Motion was made by Commissioner Colbert and seconded by Commissioner Nantkes to set the agenda. Motion passed unanimously.

APPROVAL OF DRAFT MINUTES:

A motion was made by Commissioner Stamm, to approve the February 23, 2016 minutes. The motion was seconded by Commissioner Colbert. Motion passed unanimously.

COMMUNICATIONS: None

Commissioner Parks stated it would be best to hear the Variance request first and then the Site Plans. All commissioners agreed.

PUBLIC HEARING BEFORE ZONING BOARD OF APPEALS

Ryan read the following Variance request and indicated the Site Plan Committee and Staff approved the Variance request.

Review of V-2016-01, Variance requested by William Arick to grant rear-yard setback variance for 201 S. Meridian Ave.

Date: March 22, 2016

Present Zoning: C-2 General Business District

Variance Request: Petitioner is requesting a variance of 5 feet on minimum rear-yard setback.

Applicant: William Arick

Property Address: 201 S. Meridian Ave., Valley Center, KS

Applicant's reasons for Special Use Request:

Rear-yard setback in the C-2 General Business District is 10 ft. The submitted addition plans for review shows the front-yard setback is 5 feet short of the minimum

requirement. Petitioner's proposed footprint for the new building meets all front and side-yard setbacks. The reason for this petition is to provide the needed building depth to accommodate for the storage of large recreational vehicles.

Review Standards for a Variance per 17.10.08.D. (*standards in italics*)

- a. *That granting of the variance will not adversely affect the rights of adjacent property owners or residents.*

The right-of-way affecting rear-yard setback is Park Avenue. Altering the setback will not affect the rights of adjacent property owners or residents. The current long-term street plan is to make Park Ave. narrower, which will create a wider greenspace between the new building and the street.

- b. *That the variance requested arises from such condition which is unique to the property in question and which is not ordinarily found in the same zoning district, and is not created by an action or actions of the property owner or the applicant.*

The variance requested is unique to the property in question and is not ordinarily found in the same zoning district, but is created by action of the applicant.

- c. *That strict application of the provisions of these regulations from which a variance is requested will constitute unnecessary hardship upon the property owner represented in the application.*

The request for variance satisfies regulatory requirements.

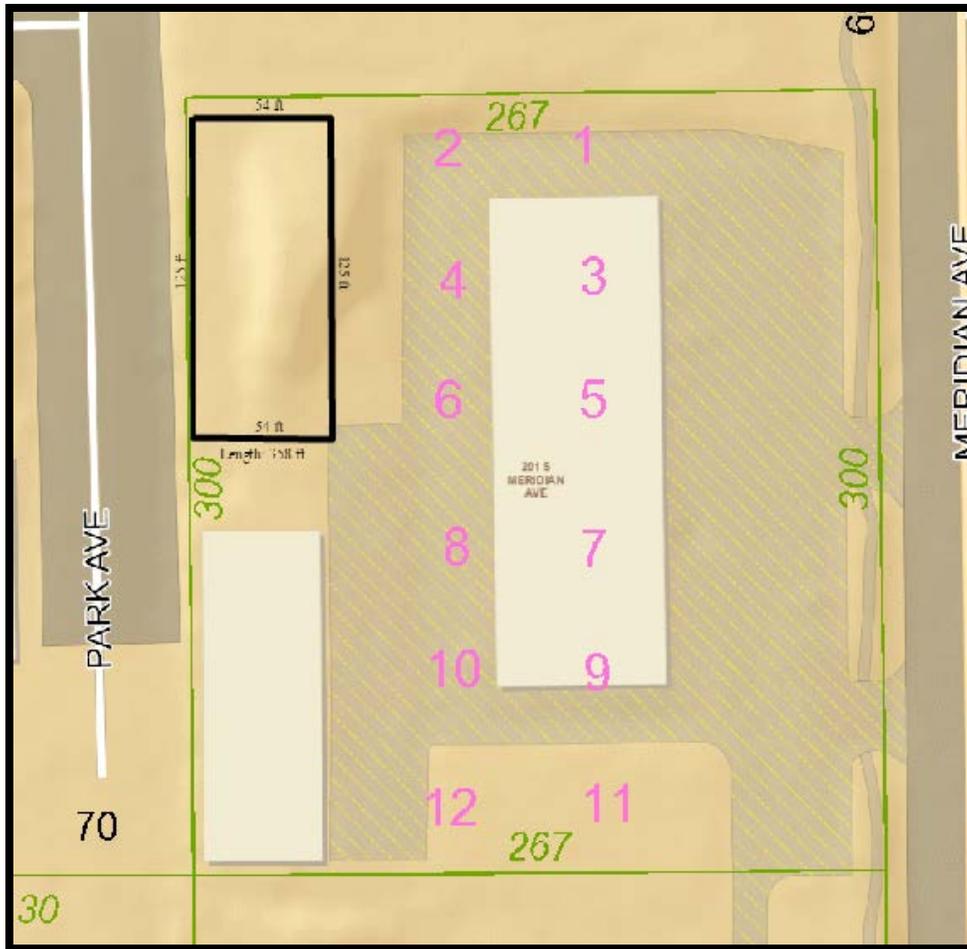
- d. *That the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity or general welfare.*

The variance will only impact the lot that the proposed addition will rest on and no adjacent lots will be affected.

- e. *That granting the variance desired will not be opposed to the general spirit and intent of these regulations.*

Setbacks are designed to grant sufficient open space around each building. Setbacks in this situation are not significant and will continue to meet the intent of the law.

Map showing approximate planned footprint of building:



Staff recommends approval.

At 7:09 pm Chairperson Danny Park opened the hearing for comments from the public: There were no public comments. At 7:10 Chairperson Danny Parks closed the public hearing.

Ryan showed the commissioners the site plans for the variance.

Chairperson Park asked if the commissioners had any questions regarding the variance. Commissioner Colbert questioned item A on the review regarding the long term street plan for Park Ave he understood there is no long term plan. Ryan stated this comment was from Brent Holper, Public Works Director; regarding Park Ave. Commissioner Colbert questioned where the property lines were. Ryan showed the commissioners where the property line was on the plans. Commissioner Colbert wanted to know what is happening with the gas line. Ryan stated it will be within the 5ft of the building and would not be going over the gas line. William Arick stated the gas company had put a high tension device on the line to see if how much pressure there was and the supervisor stated it would be fine. Commissioner Colbert questioned who

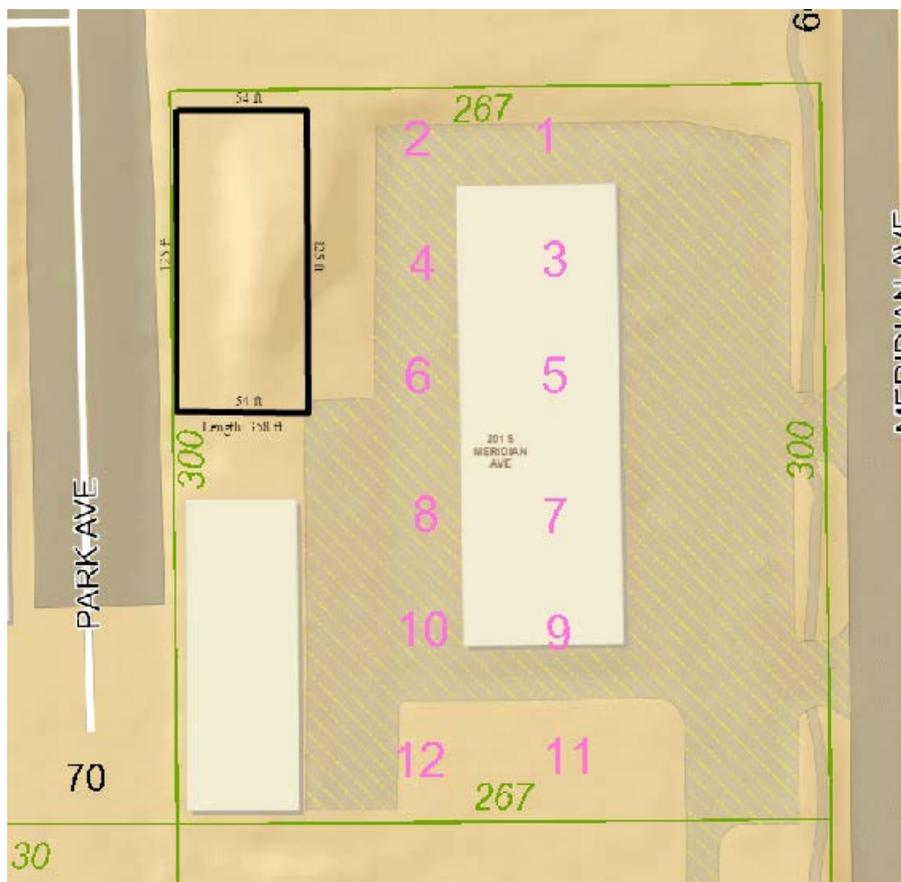
owned the telephone pole the communications line was attached to. William Arick stated the line was buried and not above ground.

Chairperson Park made a motion based on the City Staff recommendations, public comments and discussion by the Planning Commission and was seconded by Commissioner Janzen to approve LS-2016-01. Vote was unanimous.

PUBLIC HEARING BEFORE PLANNING COMMISSION

Ryan showed the plans of the 7290 sq. ft. recreational vehicle storage facility located on the northwest section of the lot at 201 S. Meridian Avenue, Valley Center, KS.

Location of Site Plan: This lot is located at 201 S. Meridian Ave. and is between Park Avenue and Meridian Avenue. The lot contains two commercial buildings at this time, with a proposal to build a third structure to serve as a recreational vehical storage facility. The following image shows the site in relation to the surrounding neighborhood (proposed building in black outline):



Existing Zoning: C-2 General Business District

Size of Parcel: 1.8 acres (80,100 sq. ft.). It has 300 feet of frontage along Meridian Ave. on the east side of the property and approximately 215 feet of frontage along Park Ave. The lot has a depth of 267 feet. The C-2 General Business District requires a minimum of 5,000 sq. ft. Site plan meets all bulk regulations required of the zoning district.

Purpose of Site Plan Application:

17.12.05 Site Plan Requirements:

Projects which are subject to review by the Site Plan Committee generally are required to meet the following standards:

- A. *Show the location and dimensions of all right-of-way, easements and setback lines either required by these regulations or by platting or separate instruments.*
 - The proposed building is on one plat and does show the location of all right-of-way, easements and setback lines. The applicant is applying for a five foot setback variance on the west side of the lot through the Planning Commission. The normal setback for the rear of the lot is ten feet. The Public Works Director does not have any issues with this as the long-term street plan is to make Park Ave. narrower. The only utility line potentially affected is a non-active AT&T phone line.
- B. *The site plan map generally should be oriented to the north with north arrow and scale plus dimensions and property boundary lines for the zoning lot.*
 - Dimensions are on the Site Plan and the site plan is generally oriented to the north and a scale is present.
- C. *Topography by contour lines may be required if slopes exceed 5%, buffer berms are used, or a drainage plan is required.*
 - Drainage is indicated on the site plan and has been reviewed by the City Engineer and Public Works Director. Drainage indicators are considered okay by city staff.
- D. *Show existing and proposed structures by bulk dimensions plus number of stories, gross floor area and entrances.*
 - The developer is showing a building footprint. The structure is single story and will have 7,290 square feet. The building will contain 7 bays located on the east side of the building.
- E. *Existing and proposed curb cuts, aisles, off-street parking, loading spaces and walkways, including type of surfacing and number of parking spaces. Delineate the traffic flow with directional arrows and indicate the location of direction signs and*

other motorist's aids (if any).

- The site plan shows existing parking lot east of the proposed building. The construction of this proposed building will add new pavement to the existing parking lot, but not add any new parking spaces.
- F. *Location, direction and intensity of proposed lighting. All exterior lighting must be "full-cut-off" light fixtures when located near adjacent residential properties (no light should spill over on adjacent residential parcels)*
- No exterior light fixtures are shown on the site plan.
- G. *Location and height of all existing (to remain) and proposed signs on the site, the setback dimensions from any sign to property lines, location and routing of electrical supply, surface area of the sign in square feet, size of letters and graphics, description of sign, frame materials and colors.*
- No proposed signs are indicated on site plan.
- H. *If disposal containers will be on the site, indicate how such areas will be fully screened from public view by means of a structure (including swinging doors) constructed with either solid treated lumber walls, cement block (with or without brick), or other materials deemed acceptable. The enclosure must also have the capability of latching the doors in a closed position, or when trash is being picked up, in an open position. Outdoor storage areas may also need to be screened if required by these zoning regulations.*
- The site plan does not show disposal containers as planned.
- I. *Vehicular ingress and egress to and from the site and circulation within the site to provide safe, efficient and convenient movement of traffic, not only within the site but on adjacent roadways.*
- Vehicular ingress and egress to and from the site and circulation with the site would not be altered by construction of the proposed building.
- J. *Site plan provides for the safe movement of pedestrians within the site.*
- Proposed building provides for the safe movement of pedestrians around the site on along existing sidewalks.

At 7:16 pm Chairperson Parks opened the hearing for comments from the public. There were no public comments. At 7:17 pm Chairperson Parks closed the public the hearings.

Chairperson Parks asked if there were any comments or questions from the commissioners.

Commissioner Colbert questioned what kind of lighting for the building. William Arick stated it would be the same lighting as the other buildings except it the lights would be shining down per the request of the surrounding neighbors.

Commissioner Colbert wanted to know if there would ever be an entrance in the back off of Park Ave. William Arick stated there would not be an entrance and was putting a fence up at the back of the property so no there would be no entrance from Park Ave.

Commissioner Parks questioned if there were any more questions or comments, none stated, Commissioner Parks asked for a motion.

Commissioner Colbert made a motion based on the City Staff recommendations, public comments and discussion by the Planning Commission, to approve and seconded by Commissioner Stamm of SP-2016-01, construction of a 7,290 sq. ft. recreational vehicle storage facility located on the northwest section of the lot at 201 S. Meridian Avenue, Valley Center, KS. Vote was unanimous.

NEW BUSINESS-None

OLD OR UNFINISHED BUSINESS-None

COMMITTEE AND STAFF REPORTS-None

ITEMS BY PLANNING COMMISSION/ZONING BOARD OF APPEALS MEMBERS:

Ron Colbert- stated he would like to petition the City Council regarding funds for the Planning Commissioners to use to further their education by attending seminars. Chairperson Parks stated in the past there were funds set aside for these events, but a few years ago the funds were stopped being allocated. Ryan stated he would inquire about getting the funds allocated again. Ron stated it would be nice to have name tags when attending events such as Wichita Planning Commission meetings and public events. Ryan stated he would inquire about obtaining name tags for the commissioners.

Gary Janzen- nothing

Matt Stamm-nothing

Danny Park-nothing

Del James-absent

Don Bosken- nothing

Terry Nantkes- nothing

Scot Phillips-nothing

Ben Neaderhiser –absent

ADJOURNMENT OF THE PLANNING COMMISSION/ZONING BOARD OF APPEALS

At 7:26 pm a motion was made by Commissioner Janzen to adjourn and seconded by Commissioner Bosken. Vote was unanimous.

OLD BUSINESS**RECOMMENDED ACTION****A. PUBLIC HEARING – PROPOSED SPECIAL ASSESSMENTS:**

Should Council choose to proceed,

RECOMMENDED ACTION:

Should Council choose to proceed,

1. Open Public Hearing for the purpose of hearing any and all oral or written objection to Proposed Assessments.
2. Close Public Hearing

OLD BUSINESS

B. ORDINANCE 1292-16 LEVYING SPECIAL ASSESSEMENT:

Gilmore & Bell, P.C.
03/24/2016

ORDINANCE NO. 1292-16

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF VALLEY CENTER, KANSAS, AS HERETOFORE AUTHORIZED BY RESOLUTION NOS. 614-13, 615-13, 618-13, 596-12, 597-12, 634-14, 635-14, 636-14 AND 626-14; AND PROVIDING FOR THE COLLECTION OF SUCH SPECIAL ASSESSMENTS.

WHEREAS, the City Council of the City of Valley Center, Kansas (the "City") has heretofore authorized certain internal improvements (the "Improvements") to be constructed pursuant to K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City Council has heretofore conducted a public hearing in accordance with the Act and desires to levy assessments on certain property benefited by the construction of the Improvements.

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

SECTION 1. Levy of Assessments. For the purpose of paying the costs of the following described Improvements:

Project No. 1 - Replat of Valley Creek Estates 2nd Addition - Paving and Drainage Improvements

Resolution No. 614-13

Construct paving and incidental drainage improvements to serve Lots 6 and 7, Block 2 and Lots 1 through 3, Block 3, Replat of Valley Creek Estates 2nd Addition to the City of Valley Center, Sedgwick County, Kansas, and shall include 29' wide B-B Pavement on Poplar Court from Cottonwood Drive to the south line of said plat, all in accordance with plans and specifications furnished by the City Engineer;

Project No. 2 - Replat of Valley Creek Estates 2nd Addition – Waterline Improvements

Resolution No. 615-13

Construct waterline improvements to serve Lots 6 and 7, Block 2 and Lots 1 through 3, Block 3, Replat of Valley Creek Estates 2nd Addition to the City of Valley Center, Sedgwick County, Kansas, and shall include 8" waterline on Poplar Court from Cottonwood Drive to the south line of said plat, all in accordance with plans and specifications furnished by the City Engineer;

Project No. 3 – Clay Street - Paving Improvements

Resolution No. 618-13

Construct paving and incidental drainage improvements along Clay Street from Sheridan Street to Ash Circle. All construction shall be done in accordance with the City of Valley Center Standards;

Project No. 4 - Replat of Valley Creek Estates 2nd Addition - Storm Water Sewer Improvements**Resolution No. 596-12**

Construct storm water sewer along N. Sheridan Ave. All construction shall be done in accordance with the City of Valley Center Standards;

Project No. 5 - Replat of Valley Creek Estates 2nd Addition - Sanitary Sewer Improvements**Resolution No. 597-12**

Construct sanitary sewer South of Cottonwood Drive and West of N. Sheridan Ave. All construction shall be done in accordance with the City of Valley Center Standards;

Project No. 6 - Valley Creek Estates and Valley Creek Estates 3rd - Paving and Drainage Improvements, Phase 4**Resolution No. 634-14**

Construct asphalt pavement and curb and gutter on **Valley Creek Drive** from the northwest corner of Lot 5, Block E, to the northwest corner of Lot 32, Block A; on **Valley Creek Court** from the northwest line of Valley Creek Drive, to the west line of Lots 38 and 39, Block A; and on **Driftwood Court** from the northeast line of Cottonwood Drive, to the south line of Lot 13, Block A, according to plans and specifications to be furnished by the City Engineer of the City of Valley Center, Kansas;

Project No. 7 - Valley Creek Estates and Valley Creek Estates 3rd - Sanitary Sewer Improvements, Phase 4**Resolution No. 635-14**

Construct sanitary sewer improvements along **Valley Creek Drive** from the southwest corner of Lot 4, Block A to the southeast corner of Lot 1, Block A; on **Valley Creek Drive** from the northwest corner of Lot 32, Block A to the southwest corner of Lot 38, Block A; and on **Driftwood Court** from the southeast corner of Lot 10, Block A to the southeast corner of Lot 13, Block A, according to plans and specifications to be furnished by the City Engineer of the City of Valley Center, Kansas;

Project No. 8 – Valley Creek Estates and Valley Creek Estates 3rd - Waterline Improvements, Phase 4**Resolution No. 636-14**

Construct waterline improvements along **Valley Creek Drive** from northwest corner of Lot 5, Block E to the northwest corner of Lot 32, Block A; on **Valley Creek Court** from the northwest line of Valley Creek Drive along all Lots on Valley Creek Court to the northwest line of Valley Creek Drive; and on **Driftwood Court** from the northeast line of Cottonwood Drive along all Lots on Driftwood Court to the northeast line of Cottonwood Drive, according to plans and specifications to be furnished by the City Engineer of the City of Valley Center, Kansas; and

Project No. 9 – Seward Street and Seneca Street – Water Main Improvements

Resolution No. 626-14

Construct a 12” water main along Seward Street from Interurban Drive to the west property line of the Wichita-Valley Center Flood Control, and construct approximately 4,200 linear feet of an 8” water main and approximately 730 linear feet of a 6” water main along Seneca Street from Seward Street to Interurban Drive, all in accordance with plans and specifications furnished by the City Engineer;

there are hereby levied and assessed the amounts (with such clerical or administrative amendments thereto as may be approved by the City Attorney) against the property described on *Exhibits A-1 through A-9* attached hereto.

SECTION 2. Payment of Assessments. The amounts so levied and assessed in *Section 1* of this Ordinance shall be due and payable from and after the date of publication of this Ordinance. Such amounts may be paid in whole or in part on or before 12:00 noon, on April 22, 2016.

SECTION 3. Notification. The City Clerk shall notify the described in *Exhibits A-1 through A-9* attached hereto insofar as known to said City Clerk, of the amounts of their respective assessments; and, said notice shall further state that unless such assessments are paid on or before 12:00 noon, on April 22, 2016, bonds will be issued therefor, and the amount of such assessment will be collected in installments with interest.

SECTION 4. Certification. Any amount of special assessments not paid within the time prescribed in *Section 2* hereof shall be certified by the City Clerk to the Clerk of Sedgwick County, Kansas, in the same manner and at the same time as other taxes are certified and will be collected over a period of 20 years, together with interest on such amounts at a rate not exceeding the maximum rate therefor as prescribed by the Act. Interest on the assessed amount remaining unpaid between the effective date of this Ordinance and the date the first installment is payable, but not less than the amount of interest due during the coming year on any outstanding bonds issued to finance the Improvements, shall be added to the first installment. The interest for one year on all unpaid installments shall be added to each subsequent installment until paid.

SECTION 5. Effective Date. This Ordinance shall take effect and be in force from and after its passage, approval and publication once in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the governing body of the City on April 5, 2016 and signed and **APPROVED** by the Mayor.

(SEAL)

Mayor

ATTEST:

City Clerk

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on April 5, 2016; that the record of the final vote on its passage is found on page ____ of journal ____; and that it was published in *The Ark Valley News* on April 7, 2016.

DATED: April 7, 2016.

City Clerk

EXHIBIT A-1

**REPLAT OF VALLEY CREEK ESTATES 2ND ADDITION –
PAVING AND DRAINAGE IMPROVEMENTS
RESOLUTION NO. 614-13**

Description of Property	Amount of Assessment
Replat of Valley Creek Estates 2 nd Addition to the City of Valley Center, Sedgwick County, Kansas:	---
Lot 6, Block 2	\$ 20,340.14
Lot 7, Block 2	30,510.22
Lot 1, Block 3	30,510.22
Lot 2, Block 3	20,340.14
Lot 3, Block 3	<u>30,510.22</u>
TOTAL	\$132,210.94

EXHIBIT A-2

**REPLAT OF VALLEY CREEK ESTATES 2ND ADDITION –
WATERLINE IMPROVEMENTS
RESOLUTION NO. 615-13**

Description of Property	Amount of Assessment
Replat of Valley Creek Estates 2 nd Addition to the City of Valley Center, Sedgwick County, Kansas:	---
Lot 6, Block 2	\$ 3,349.52
Lot 7, Block 2	5,024.28
Lot 1, Block 3	5,024.28
Lot 2, Block 3	3,349.52
Lot 3, Block 3	<u>5,024.28</u>
TOTAL	\$21,771.88

EXHIBIT A-3**CLAY STREET – PAVING IMPROVEMENTS
RESOLUTION NO. 618-13**

Description of Property	Amount of Assessment
The S 147.5' of Lot 5, Valley Center Industrial Park Addition to the City of Valley Center, Sedgwick County, Kansas	\$ 41,992.17
Valley Center Industrial Park Addition to the City of Valley Center, Sedgwick County, Kansas:	---
Lot 6, Block 1	46,095.64
Lot 7, Block 1	30,502.45
Lot 8, Block 1	43,086.43
Valley Center Industrial Park Second Addition to the City of Valley Center, Sedgwick County, Kansas:	---
Lot 1, Block 1	56,901.44
Lot 2, Block 1	27,356.46
Lot 3, Block 1	46,642.77
Lot 1, Block 2	40,077.21
Lot 2, Block 2	34,195.58
Lot 3, Block 2	34,879.49
Lot 1, Block 3	42,812.86
Lot 2, Block 3	<u>35,563.39</u>
TOTAL	\$480,105.89

EXHIBIT A-4

**REPLAT OF VALLEY CREEK ESTATES 2ND ADDITION –
STORM WATER SEWER IMPROVEMENTS
RESOLUTION NO. 596-12**

Description of Property	Amount of Assessment
Replat of Valley Creek Estates 2 nd Addition to the City of Valley Center, Sedgwick County, Kansas:	---
Lot 1, Block 2	\$23,970.76
Lot 2, Block 2	6,791.71
Lot 3, Block 2	4,594.39
Lot 4, Block 2	<u>4,594.40</u>
TOTAL	\$39,951.26

EXHIBIT A-5

**REPLAT OF VALLEY CREEK ESTATES 2ND ADDITION –
 SANITARY SEWER IMPROVEMENTS
 RESOLUTION NO. 597-12**

Description of Property	Amount of Assessment
Replat of Valley Creek Estates 2 nd Addition to the City of Valley Center, Sedgwick County, Kansas:	---
Lot 2, Block 2	\$ 9,210.30
Lot 3, Block 2	6,140.20
Lot 4, Block 2	<u>6,140.19</u>
TOTAL	\$21,490.69

EXHIBIT A-6

**VALLEY CREEK ESTATES AND VALLEY CREEK ESTATES 3RD –
PAVING & DRAINAGE IMPROVEMENTS, PHASE 4
RESOLUTION NO. 634-14**

Description of Property	Amount of Assessment
Valley Creek Estates to the City of Valley Center, Sedgwick County, Kansas:	---
Lot 10, Block A	\$ 11,460.52
Lot 11, Block A	11,460.52
Lot 12, Block A	11,460.52
Lot 13, Block A	11,460.52
Lot 14, Block A	11,460.52
Lot 15, Block A	11,460.52
Lot 16, Block A	11,460.52
Lot 17, Block A	11,460.52
Lot 32, Block A	11,460.52
Lot 33, Block A	11,460.52
Lot 34, Block A	11,460.52
Lot 35, Block A	11,460.52
Lot 36, Block A	11,460.52
Lot 37, Block A	11,460.52
Lot 38, Block A	11,460.52
Lot 39, Block A	11,460.52
Lot 5, Block E	11,460.52
Lot 6, Block E	11,460.51
Lot 7, Block E	11,460.51
Lot 8, Block E	11,460.51
Valley Creek Estates 3 rd to the City of Valley Center, Sedgwick County, Kansas:	---
Lot 1, Block A	11,460.51
Lot 2, Block A	11,460.51
Lot 3, Block A	11,460.51
Lot 4, Block A	11,460.51
TOTAL	\$275,052.41

EXHIBIT A-7

**VALLEY CREEK ESTATES AND VALLEY CREEK ESTATES 3RD –
SANITARY SEWER IMPROVEMENTS, PHASE 4
RESOLUTION NO. 635-14**

Description of Property	Amount of Assessment
Valley Creek Estates to the City of Valley Center, Sedgwick County, Kansas:	---
Lot 10, Block A	\$ 4,483.19
Lot 11, Block A	4,483.19
Lot 12, Block A	4,483.19
Lot 13, Block A	4,483.19
Lot 32, Block A	4,483.19
Lot 33, Block A	4,483.19
Lot 34, Block A	4,483.19
Lot 35, Block A	4,483.19
Lot 36, Block A	4,483.19
Lot 37, Block A	4,483.19
Lot 38, Block A	4,483.19
Lot 39, Block A	4,483.19
Valley Creek Estates 3 rd to the City of Valley Center, Sedgwick County, Kansas:	---
Lot 1, Block A	4,483.19
Lot 2, Block A	4,483.20
Lot 3, Block A	4,483.20
Lot 4, Block A	4,483.20
TOTAL	\$71,731.07

EXHIBIT A-8

**VALLEY CREEK ESTATES AND VALLEY CREEK ESTATES 3RD –
WATERLINE IMPROVEMENTS, PHASE 4
RESOLUTION NO. 636-14**

Description of Property	Amount of Assessment
Valley Creek Estates to the City of Valley Center, Sedgwick County, Kansas:	---
Lot 10, Block A	\$ 2,948.17
Lot 11, Block A	2,948.17
Lot 12, Block A	2,948.17
Lot 13, Block A	2,948.17
Lot 14, Block A	2,948.17
Lot 15, Block A	2,948.17
Lot 16, Block A	2,948.17
Lot 17, Block A	2,948.17
Lot 32, Block A	2,948.17
Lot 33, Block A	2,948.17
Lot 34, Block A	2,948.17
Lot 35, Block A	2,948.17
Lot 36, Block A	2,948.17
Lot 37, Block A	2,948.17
Lot 38, Block A	2,948.17
Lot 39, Block A	2,948.17
Lot 5, Block E	2,948.17
Lot 6, Block E	2,948.17
Lot 7, Block E	2,948.17
Lot 8, Block E	2,948.17
Valley Creek Estates 3 rd to the City of Valley Center, Sedgwick County, Kansas:	---
Lot 1, Block A	2,948.16
Lot 2, Block A	2,948.16
Lot 3, Block A	2,948.16
Lot 4, Block A	2,948.16
TOTAL	\$70,756.04

EXHIBIT A-9

**SEWARD STREET AND SENECA STREET –
WATER MAIN IMPROVEMENTS
RESOLUTION NO. 626-14**

Description of Property	Amount of Assessment
The following described real estate located in Sedgwick County, Kansas:	---
PARCEL 1: The part of the W/2 of the SW/4 lying SW of flood control r-o-w & EXC 30' for road on the S & W, 5-26-1E	\$ 5,726.06
PARCEL 2: The N 873.33' of the W/2 of the NW/4 lying W of the Wly r-o-w of the Wichita Valley Center Flood Control EXC the N 50' for road & the W 30' for road easement, 8-26-1E	5,726.06
PARCEL 3: The E/2 of Lot 5 and the E/2 of Lot 6, Goodrich Addition, an addition to the City of Valley Center, Sedgwick County, Kansas	5,726.06
PARCEL 4: Lot 5 EXC the E/2 thereof, and Lot 6 EXC E/2 thereof, Goodrich Addition, an addition to the City of Valley Center, Sedgwick County, Kansas, and EXC 20' of vacated Ave. C adj. on the W	5,726.06
PARCEL 5: Lot 4, Goodrich Addition, an addition to the City of Valley Center, Sedgwick County, Kansas, and 20' of vacated Ave. C adj. on the E	5,726.06
PARCEL 6: The E 20' of Lot 1, and Lots 2 and 3, Goodrich Addition, an addition to the City of Valley Center, Sedgwick County, Kansas	5,726.06
PARCEL 7: Lot 1 Goodrich Addition, an addition to the City of Valley Center, Sedgwick County, Kansas, EXC the E 20' and all of the abandoned SL & SF RR r-o-w adj. on the W	5,726.06
PARCEL 8: Lot 7, Goodrich Addition, an addition to the City of Valley Center, Sedgwick County, Kansas, and 20' of vacated Ave. C adj. on the W	5,726.06
PARCEL 9: Lots 8 and 9, Goodrich Addition, an addition to the City of Valley Center, Sedgwick County, Kansas, and 20' of vacated Ave. C adj. on the W	5,726.06
PARCEL 10: The N/2 of Lot 10, Goodrich Addition, an addition to the City of Valley Center, Sedgwick County, Kansas, and 20' of vacated Ave. C on the W	5,726.06

PARCEL 11: The S/2 of Lot 10, Goodrich Addition, an addition to the City of Valley Center, Sedgwick County, Kansas, and 20' of vacated Ave. C on the W	\$ 5,726.06
PARCEL 12: Lots 11 and 12, Goodrich Addition, an addition to the City of Valley Center, Sedgwick County, Kansas, and 20' of vacated Ave. C on the W	5,726.06
PARCEL 13: Lot 13, Goodrich Addition, an addition to the City of Valley Center, Sedgwick County, Kansas, and 20' of vacated Ave. C on the W EXC the E 20' for street & EXC the S 120.6' thereof	5,726.06
PARCEL 14: The S 120.6' of Lot 13, Goodrich Addition, an addition to the City of Valley Center, Sedgwick County, Kansas, and 20' of vacated Ave. C on the W EXC the E 20' for street	5,726.07
PARCEL 15: The N 147' of Lot 1, Fairfield Addition, an addition to the City of Valley Center, Sedgwick County, Kansas, and 100' SL & SF RR abandoned r-o-w adj. on the W	5,726.07
PARCEL 16: The S 163' of Lot 1, Fairfield Addition, an addition to the City of Valley Center, Sedgwick County, Kansas, and 100' SL & SF RR abandoned r-o-w adj. on the W	5,726.07
PARCEL 17: Lot 2, Fairfield Addition, an addition to the City of Valley Center, Sedgwick County, Kansas, and 100' SL & SF RR abandoned r-o-w adj. on the W	5,726.07
PARCEL 18: Lot 3, Fairfield Addition, an addition to the City of Valley Center, Sedgwick County, Kansas, and 100' SL & SF RR abandoned r-o-w adj. on the W	5,726.07
PARCEL 19: The S 410.5' of the N 749.82' of the W 549.8' lying E of RR r-o-w in the S/2 of the SW/4 & abandoned SL & SF RR r-o-w adj. on the SW EXC road, 8-26-1E	5,726.07
PARCEL 20: The S 159.32' of the N 339.32' of the W 546.8' of the S/2 of the SW/4, 8-26-1E	5,726.07
PARCEL 21: The N 180' of the W 546.8' of the S/2 of the SW/4 E of RR r-o-w, 8-26-1E	5,726.07
PARCEL 22: Begin 873.33' S of the NW cor. of the NW/4; th. S 204.75'; th. E 990.26'; th. NW 258.63'; th. W 830.39' to begin, 8-26-1E	<u>5,726.07</u>
TOTAL	\$125,973.41

(Published in *The Ark Valley News*, on April 7, 2016)

SUMMARY OF ORDINANCE NO. 1292-16

On April 5, 2016, the governing body of the City of Valley Center, Kansas passed an ordinance entitled:

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF VALLEY CENTER, KANSAS, AS HERETOFORE AUTHORIZED BY RESOLUTION NOS. 614-13, 615-13, 618-13, 596-12, 597-12, 634-14, 635-14, 636-14 AND 626-14; AND PROVIDING FOR THE COLLECTION OF SUCH SPECIAL ASSESSMENTS.

The Ordinance levies special assessments on certain property located in: Replat of Valley Creek Estates 2nd Addition, Valley Center Industrial Park Addition, Valley Center Industrial Park Second Addition, Valley Creek Estates to the City of Valley Center, Sedgwick County, Kansas, Valley Creek Estates 3rd to the City of Valley Center, Sedgwick County, Kansas, Goodrich Addition, an addition to the City of Valley Center, Sedgwick County, Kansas, Fairfield Addition, an addition to the City of Valley Center, Sedgwick County, Kansas, and various unplatted parcels located in Sedgwick County, Kansas, and described in the resolutions set forth in the Ordinance caption above, which have been benefitted from certain internal improvements constructed pursuant to K.S.A. 12-6a01 *et seq.* and provides an opportunity for prepayment, in whole or in part, of said special assessments. A schedule of the amounts of said special assessments and the property benefitted are attached to the Ordinance. Any amount of special assessments not paid within the time prescribed in the Ordinance shall be certified by the City Clerk to the Clerk of Sedgwick County, Kansas, in the same manner and at the same time as other taxes are certified and will be collected in annual installments, together with interest on such amounts at a rate not exceeding the maximum rate therefor as prescribed by law. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, City Hall, 121 S. Meridian, Valley Center, Kansas 67147. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.valleycenterks.org.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: April 5, 2016.

City Attorney

OLD BUSINESS

RECOMMENDED ACTION

B. ORDINANCE 1292-16 LEVYING SPECIAL ASSESSEMENT:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion adopt Ordinance 1292-16, levying Special Assessments on certain property to pay the cost of internal improvements in the City of Valley Center, Kansas and authorize Mayor to sign.

OLD BUSINESS

**C. FINANCE AND ADMINISTRATION POSITION
RECLASSIFICATION PROPOSAL.**



MEMO

March 28, 2016

TO: Honorable Mayor Dove & Valley Center City Council

FROM: Kristine Polian, Finance and Administration Director

RE: *Proposed position reclassification - Senior Coordinator/ Administrative Assistant*

History

During the approval of the 2016 Budget, it was anticipated the Sedgwick County Active Aging grant that supports municipal senior services would be increased and the City's funding of the Senior Coordinator position was no longer necessary. Unfortunately those funds were not approved by Sedgwick County, and City staff and volunteers have assumed responsibility of providing assistance to the Valley Center Senior Club. During this time, the need to reinstate a Senior

Coordinator position has become evident due to several needs still not being addressed. The primary need of the senior club is the grant administration and compliance necessary to ensure the current Sedgwick County funding for senior services remains intact. As City staff and volunteers have been managing the senior club program, several changes have been made at the senior club: volunteers now provide lunches twice a week; additional programs; and initiation of creating a 501c3 for the Club.

There have been significant improvements over the past 3 months and the program has seen much success in a short amount of time. However, there are several functions that are not being managed, given Staff's time constraint. These functions include maintaining compliance for the Sedgwick County grant, providing a consistent point of contact, ensuring communication about senior activities within the community, and

Valley Center Senior Club	
<u>Recent Changes:</u>	
•	501(c)(3) Status
•	Volunteers provide lunches
•	Goal setting
<u>Needs:</u>	
•	Point of contact
•	Coordination of programs
•	Assessment of program goals
•	Maintaining SG grant compliance

coordination of programs and events on a regular basis. The above mentioned functions are those functions that will ultimately provide funding and overall program quality, which should not be jeopardized.

City Staff previously approached the Council about the possibility of hiring a full-time employee, and Council expressed apprehension of adding new positions given the possibility of a more restrictive tax lid imposed by legislation. Since the initial discussion, there have been some personnel changes that staff believes would make reclassification of a position more feasible.

The Finance and Administration Department has a part-time Administrative Assistant position that is vacant as of the end of March that will need to be filled. This position

Part-time Administrative Assistant (Vacant)	handles assistance in the areas of CIP, records management, Council agenda management, and general administrative duties. It is believed reclassifying this position as full-time will provide the necessary oversight for the senior club and enhance services provided in the F&A Department.
<u>Responsibilities:</u> <ul style="list-style-type: none"> • CIP assistance • Records management • Council agenda management • General administrative duties 	

Proposal

The Position

Currently, the F&A Department has a part-time Administrative Assistant position vacancy that needs to be filled. In addition to this vacancy, City staff has identified the need for a Senior Coordinator for the Valley Center Senior Club. Given the existing vacancy and the needs of the senior club, City staff believes a full-time position titled Senior Coordinator/ Administrative Assistant would be a viable way to address the existing needs of both the F&A Department and the Valley Center Senior Club, with minimal impact to the General and Employee Benefits Funds. The opportunity that exists with this position includes better management of senior club activities, compliance with Sedgwick County grant mandates, and a sole individual to better maintain the Administration/ community websites and providing social media updates. In addition, this position will work from City Hall, which will provide more resources and stronger oversight.

The Funding

Since 2011, the City provided partial funding for the Senior Coordinator position of \$8,500. This funding came from the General Fund Administration budget, and can still be allocated back to the proposed position. In addition, the City still receives the Sedgwick County Active Aging grant of \$5,000 each year. Staff recognizes this funding could be eliminated by the County Commission, given the freeze they have already put on these funds, however staff believes this funding, at least at this level, stands little chance to be eliminated. In fact, there is still confidence the funding level will be increased in future years with the enhancement of the program and increased participation. The part-time Administrative Assistant vacancy leaves a total of \$16,000 available, \$14,000 from General Fund, and \$2,000 from Employee Benefits Fund.

Staff is confident the new position of Senior Coordinator/ Administrative Assistant will cost a total of \$46,000 *conservatively* between wage and benefits, and can be funded with existing funds for the approved Administrative Assistant position, the Active Aging grant, the previous funds for the Senior Coordinator, and only require an additional \$4,500 from the General Fund and \$12,000 from the Employee Benefits Fund. The General Fund can sustain the increase from the existing budget, as the Administration Budget built in contingencies into the Salaries line item; The Employee Benefits Fund budget carries a substantial contingency in the Hospitalization Insurance line item due to volatility of health care costs and unknown premiums prior to budget approval. To summarize, staff is confident this new position can be easily absorbed into the 2016 budget, and will have little impact on future budgets as well.

See the below table for the approved and proposed funding.

	General Fund	Employee Benefits	Total
Proposal			
Senior Coordinator Position	\$8,500		
SG Grant Funds	\$5,000		\$13,500
(Vacant) Part-time Assistant	\$14,000	\$2,000	\$16,000
NEW Position	(\$27,000)	(\$14,000)	(\$46,000)
SG Grant Funds	(\$5,000)		
Funds Requested	\$4,500	\$12,000	\$16,500

Senior Coordinator Position (\$13,500) + (Vacant) Part-time Assistant (\$16,000) = Savings of 29,500.
 Proposed New Position estimate = \$46,000
 Therefore, \$46,000-\$29,500 = \$16,500 we are requesting.

Conclusion

City Council has expressed providing excellent senior citizen services as a priority within the community, but remain cognizant of the limitations threatening future funding abilities. Thus, City staff is diligent in only making recommendations for additional spending when absolutely necessary. The proposed reclassification of the Administrative Assistant to a full-time Senior Coordinator/ Administrative Assistant accomplishes the needs of the community while minimizing the burden on the tax payer. Ultimately, staff does not see a need to increase taxes to support this reclassification today or in the foreseeable future, but the benefits are immense. With the reclassified position, City staff will have better contact with seniors in need of assistance, with stronger oversight of the senior program in general. It is staff's priority to keep current grant funding intact while maintaining the goal of increasing those funds in the future. Overall, this position will

make it possible to fill in the gaps in services and communication that have been an issue in the community for many years.

Respectfully,

Kristine A. Polian
Finance and Administration Director

OLD BUSINESS

RECOMMENDED ACTION

C. FINANCE AND ADMINISTRATION POSITION RECLASSIFICATION PROPOSAL.

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion to approve the Finance and Administration Position Reclassification of Part time Administrative Assistant to Full time Senior Coordinator/Administrative Assistant.

OLD BUSINESS

RECOMMENDED ACTION

D. DISCUSSION OF ANNUAL BUDGET SURVEY

Should Council choose to proceed,

RECOMMENDED ACTION:

No action needed, discussion only

NEW BUSINESS

A. Presentation of Water Study

Technical Memorandum

Date: March 31, 2016
To: George Kolb, Interim City Administrator
Brent Holper, Director of Public Works
From: Sarah C. Unruh, P.E.
Re: City of Valley Center Water Supply Study
PEC Project No. 35-15454-000-2502



I. Introduction

A study was prepared for the City of Valley Center by PEC in 2013 that detailed historical water rate and usage information, summarized the existing supply contract with the City of Wichita, identified concerns with the water supply system, and provided preliminary options and cost estimates to treat the City's well water for its own customers in lieu of purchasing finished water from the City of Wichita. Since this previous report, further investigation has been performed to establish the condition of the existing wells and determine their viability as the City's water supply source or to maintain the function of these wells as a raw water source for the City of Wichita. The current Water Supply Study will update information from the previous report, and include more detailed discussion of the condition of the wells and options for future water supply.

II. Existing Conditions

Currently, the City of Valley Center purchases all of their treated water from the City of Wichita. Water is primarily supplied through a booster pump station and 16" water supply main that extends from 61st Street and Meridian to the 750,000 gallon water tower in the industrial park. A second connection to the City of Wichita main was previously constructed near 61st Street and Seneca. This connection includes a control valve that opens at a set low water storage tower level and operates at the available water pressure from the City of Wichita system.

Valley Center entered into a water purchase agreement with Wichita in 1996 for a duration of 20 years, with an option to renew the contract in the year 2016 for another 20 year term. Negotiations are currently underway for a new multi-year contract to begin in 2016. In 2015, Valley Center is purchasing water for \$2.21 per 1000 gallons for Tier 1 water and \$10.53 per 1000 gallons for Tier 2 water. The Tier 2 rate applies when water usage during a monthly period exceed 110% of the annual winter consumption. The contract also includes a Tier 3 rate to be applied when water usage during a monthly period exceeds 310% of the annual winter consumption.

Included in the 1996 contract, Wichita also agreed to purchase untreated (raw) water from Valley Center. Valley Center constructed a raw water line to connect the three existing wells (Well No.'s 7, 8, and 10) to an existing Wichita raw water main in order to sell raw water to the City of Wichita. This raw water line extends from Well No. 8 in the northwest portion of Valley Center and along Sheridan Street then west along Main Street to the point of connection to the existing City of Wichita raw water main, located approximately 1.5 miles west of Sheridan Street. Valley Center currently sells raw water to

Wichita at the rate of \$0.31 per 1,000 gallons. This raw water rate is being negotiated currently for the contract to begin in 2016. With the water rights that Valley Center owns at the existing wells, approximately 305,000,000 gallons of water can be sold to Wichita per year, which equates to approximately \$95,000 of annual revenue based on the current rate.

III. Historical Population and Water Usage

Population and water usage were evaluated for the period 2004 through 2014 by reviewing the annual Municipal Water Use Reports submitted by the City to the State of Kansas and the Tier 1, Tier 2, and Tier 3 water usage records from City billings.

The population data from 2011-2014 will be used to establish historical population growth and projected future growth. In 2011, the City began figuring population per direction from the Kansas Department of Health and Environment (KDHE) as the total number of residential meters multiplied by a set number of persons per meter. During this evaluation period, a factor of 2.88-2.89 persons per residential meter was used. The historical population data is summarized in Table 1.

Table 1. Historical Population Information (2011-2014)

Year	Population
2011	5,654
2012	5,702
2013	5,745
2014	5,772

The number of meters in each category for a 10-year historical period and the historic growth rates in the number of meters are summarized in Table 2.

Table 2. Water Meters (2011-2014)

Year	Residential Meters	Commercial Meters	Industrial Meters
2005	1,768	110	14
2006	1,798	113	14
2007	1,868	118	14
2008	1,900	112	14
2009	1,930	117	15
2010	1,954	125	16
2011	1,962	129	15
2012	1,978	131	15
2013	1,989	136	15
2014	1,998	135	17
Average Growth Rate (%)	1.4%	2.21%	2.09%

Water usage for the period 2011-2014 by meter type is included as Table 3. In addition to serving residences and businesses, the City also provides potable water to Sedgwick County Rural Water District No. 2.

Table 3. Historical Water Usage by Meter Type (2011-2014)

	Residential & Commercial				Industrial				Rural Water District #2			
	(1,000 gallons)				(1,000 gallons)				(1,000 gallons)			
	2011	2012	2013	2014	2011	2012	2013	2014	2011	2012	2013	2014
January	10,792	9,767	10,200	10,165	308	302	228	288	3,054	2,588	2,638	2,908
February	10,125	9,388	9,272	9,080	367	420	317	371	2,583	2,488	2,496	2,564
March	8,170	8,469	8,263	8,397	257	335	289	401	2,155	2,037	2,366	3,299
April	10,446	9,935	9,399	10,356	332	346	282	405	2,815	2,549	2,480	2,738
May	11,594	10,086	9,068	10,527	325	319	314	372	3,522	2,677	2,451	3,516
June	12,111	11,695	11,092	11,277	366	364	343	421	4,021	4,088	3,722	3,534
July	12,455	14,408	10,785	9,862	402	386	311	428	4,309	5,444	4,387	3,331
August	15,117	14,849	19,844	10,649	407	377	383	444	6,005	6,338	2,866	3,810
September	13,599	13,208	12,723	12,009	395	405	430	533	5,197	4,587	4,274	4,848
October	12,806	10,421	9,895	9,993	369	317	380	498	3,899	2,731	2,897	3,287
November	9,921	10,217	9,143	10,596	319	515	658	460	2,674	2,783	2,294	3,145
December	9,429	9,095	8,515	8,324	322	230	260	441	2,620	2,553	2,207	2,132
TOTAL	136,565	131,538	128,199	121,235	4,169	4,316	4,195	5,062	42,854	40,863	35,078	39,112

The historical average water usage per meter was calculated based on the data above. Since the water usage for residential and commercial meters are reported together, an average usage per type of meter should be established. It is estimated that approximately 95% of the water usage in this category is residential for household and irrigation uses, and the remaining 5% is commercial usage. Based on the 2014 water usage and number of meters in each category, this results in an average annual water usage of 57,644 gallons per residential meter and 44,902 gallons per commercial meter. The annual average industrial usage per meter in 2014 was 297,764 gallons.

The historical Tier 1 and Tier 2 usage for the past 14 years is shown in Table 4.

Table 4. Historical Water Usage by Rated Tier

Year	Tier 1 Usage (Gal)	Tier 2 Usage (Gal)	Total Water Purchased (Gal)
2001	191,142,190	35,293,310	226,435,500
2002	201,313,220	19,810,780	221,124,000
2003	198,540,920	22,499,830	221,040,750
2004	200,243,780	16,829,470	217,073,250
2005	203,342,550	23,983,200	227,325,750
2006	198,713,400	16,786,350	215,499,750
2007	200,286,880	7,882,370	208,169,250
2008	193,512,190	2,151,560	195,663,750
2009	186,239,550	15,576,450	201,816,000
2010	198,297,700	15,946,550	214,244,250
2011	182,271,920	38,114,830	220,386,750
2012	182,500,040	30,396,420	212,896,500
2013	173,398,670	14,920,330	188,319,000
2014	164,867,880	7,191,370	172,059,250
14 Year Average (2001-2014)	191,047,921	19,098,773	210,146,694

IV. Historical Water Rates

A major concern is upward trend in both Tier 1 and Tier 2 rates that Valley Center pays to Wichita for treated water. Table 5 summarizes the historical rates per 1,000 gallons paid to Wichita for treated water.

Table 5. Historical Wichita Supply Water Rates

Year	Tier 1	Tier 2
2001	Not available	Not available
2002	Not available	Not available
2003	\$0.75	\$3.97
2004	\$0.81	\$4.25
2005	\$0.81	\$4.25
2006	\$0.85	\$4.50
2007	\$0.94	\$4.77
2008	\$0.96	\$5.08
2009	\$1.26	\$6.51
2010	\$1.42	\$7.35
2011	\$1.53	\$7.94
2012	\$1.69	\$8.78
2013	\$1.86	\$9.67
2014	\$2.03	\$10.53
2015	\$2.21	\$11.47

While the rates for treated water have more than doubled since 2004, the present day Tier 1 rate of \$2.21 per 1,000 gallons still remains reasonable and economical. However, the present Tier 2 cost is \$11.47 per 1,000 gallons. While the total Tier 2 water purchased has decreased significantly over the past 2 years, periods of drought in the future will likely result in a sharp increase in Tier 2 purchases until drought conditions subside.

V. Projected Population and Water Usage

The City anticipates that a new development, Ridgefield, will add approximately 60 residential meters to the system in 2015 and approximately 30 residential meters in 2016. These projected meter totals were used to establish the number of total residential meters in 2015 and 2016, with a growth rate of 1.5% per year applied thereafter. An average growth rate of 2.2% per year was applied to the commercial water meters. The number of industrial meters appears to follow a fairly consistent pattern of increasing by one meter approximately every 5 years, based on data from 2004-2014. This growth pattern will be used to project the number of industrial meters through the year 2040. Table 6 below summarizes the water meter projections for each meter category.

Table 6. Water Meter Projections Through 2040

Year	Residential Water Meters	Commercial Water Meters	Industrial Water Meters
2015	2,058	138	17
2016	2,088	141	17
2017	2,119	144	17
2018	2,151	147	17
2019	2,183	151	18
2020	2,216	154	18
2021	2,249	157	18
2022	2,283	161	18
2023	2,317	164	18
2024	2,352	168	19
2025	2,387	172	19
2026	2,423	175	19
2027	2,460	179	19
2028	2,496	183	19
2029	2,534	187	20
2030	2,572	191	20
2031	2,610	195	20
2032	2,650	200	20
2033	2,689	204	20
2034	2,730	209	21
2035	2,771	213	21
2036	2,812	218	21
2037	2,854	223	21
2038	2,897	228	21
2039	2,941	233	22
2040	2,985	238	22

The projected water usage per meter category is summarized in Table 7. The residential, commercial, and industrial estimates are based on the average usage per meter established in Section III and the meter projections included in Table 6. The average annual rural water district usage during the period 2011-2014 was 39,476,750 gallons. This value will be used for the projection period.

Table 7. Projected Water Usage Through 2040

Year	Annual Residential Water Usage (gallons)	Annual Commercial Water Usage (gallons)	Annual Industrial Water Usage (gallons)	Annual RWD Water Usage (gallons)	Total Annual Water Usage (gallons)
2015	118,631,906	6,195,109	5,062,000	39,476,750	169,365,765
2016	120,361,234	6,331,401	5,062,000	39,476,750	171,231,385
2017	122,166,653	6,470,692	5,062,000	39,476,750	173,176,094
2018	123,999,153	6,613,047	5,062,000	39,476,750	175,150,949
2019	125,859,140	6,758,534	5,359,765	39,476,750	177,454,188
2020	127,747,027	6,907,222	5,359,765	39,476,750	179,490,763
2021	129,663,232	7,059,181	5,359,765	39,476,750	181,558,928
2022	131,608,181	7,214,483	5,359,765	39,476,750	183,659,178
2023	133,582,304	7,373,201	5,359,765	39,476,750	185,792,019
2024	135,586,038	7,535,412	5,657,529	39,476,750	188,255,729
2025	137,619,829	7,701,191	5,657,529	39,476,750	190,455,299
2026	139,684,126	7,870,617	5,657,529	39,476,750	192,689,022
2027	141,779,388	8,043,770	5,657,529	39,476,750	194,957,438
2028	143,906,079	8,220,733	5,657,529	39,476,750	197,261,092
2029	146,064,670	8,401,589	5,955,294	39,476,750	199,898,304
2030	148,255,640	8,586,424	5,955,294	39,476,750	202,274,109
2031	150,479,475	8,775,326	5,955,294	39,476,750	204,686,845
2032	152,736,667	8,968,383	5,955,294	39,476,750	207,137,094
2033	155,027,717	9,165,687	5,955,294	39,476,750	209,625,448
2034	157,353,132	9,367,333	6,253,059	39,476,750	212,450,274
2035	159,713,429	9,573,414	6,253,059	39,476,750	215,016,652
2036	162,109,131	9,784,029	6,253,059	39,476,750	217,622,969
2037	164,540,768	9,999,278	6,253,059	39,476,750	220,269,854
2038	167,008,879	10,219,262	6,253,059	39,476,750	222,957,950
2039	169,514,013	10,444,085	6,550,824	39,476,750	225,985,672
2040	172,056,723	10,673,855	6,550,824	39,476,750	228,758,152

VI. Projected Future Cost of Water

It is anticipated that the rates charged by the City of Wichita for potable water will continue to increase in the future. Based on recent conversations and information provided by the City of Wichita, increases on in both Tier 1 and Tier 2 rates are assumed as 5.6% for 2016, 4% for 2017, and 3% thereafter through the planning period. The documentation from the City of Wichita regarding the anticipated increases in included for reference in Appendix A. The estimated rates based on these increases are summarized in Table 8.

Table 8. Projected City of Wichita Supply Water Rates

Year	Tier 1	Tier 2
2016	\$2.33	\$11.12
2017	\$2.43	\$11.56
2018	\$2.50	\$11.91
2019	\$2.57	\$12.27
2020	\$2.65	\$12.64
2021	\$2.73	\$13.02
2022	\$2.81	\$13.41
2023	\$2.90	\$13.81
2024	\$2.99	\$14.22
2025	\$3.07	\$14.65
2026	\$3.17	\$15.09
2027	\$3.26	\$15.54
2028	\$3.36	\$16.01
2029	\$3.46	\$16.49
2030	\$3.56	\$16.98
2031	\$3.67	\$17.49
2032	\$3.78	\$18.02
2033	\$3.89	\$18.56
2034	\$4.01	\$19.11
2035	\$4.13	\$19.69
2036	\$4.26	\$20.28
2037	\$4.38	\$20.89
2038	\$4.52	\$21.51
2039	\$4.65	\$22.16
2040	\$4.79	\$22.82

The average split of the total annual usage between Tier 1 and Tier 2 usage for the period 2001 through 2014 was approximately 90% Tier 1 and 10% Tier 2. This split and the above estimated water rates will be used to estimate the total cost of water through the year 2040, as summarized in Table 9.

Table 9. Projected Cost of Water

Year	Tier 1 Usage (gallons)	Tier 1 Rate	Tier 2 Usage (gallons)	Tier 2 Rate	Total Cost of Water
2016	154,108,247	\$2.33	17,123,139	\$11.12	\$550,055
2017	155,858,485	\$2.43	17,317,609	\$11.56	\$578,555
2018	157,635,855	\$2.50	17,515,095	\$11.91	\$602,707
2019	159,708,770	\$2.57	17,745,419	\$12.27	\$628,952
2020	161,541,687	\$2.65	17,949,076	\$12.64	\$655,255
2021	163,403,035	\$2.73	18,155,893	\$13.02	\$682,689
2022	165,293,260	\$2.81	18,365,918	\$13.41	\$711,304
2023	167,212,817	\$2.90	18,579,202	\$13.81	\$741,151
2024	169,430,156	\$2.99	18,825,573	\$14.22	\$773,509
2025	171,409,769	\$3.07	19,045,530	\$14.65	\$806,023
2026	173,420,120	\$3.17	19,268,902	\$15.09	\$839,940
2027	175,461,694	\$3.26	19,495,744	\$15.54	\$875,323
2028	177,534,982	\$3.36	19,726,109	\$16.01	\$912,236
2029	179,908,473	\$3.46	19,989,830	\$16.49	\$952,165
2030	182,046,698	\$3.56	20,227,411	\$16.98	\$992,386
2031	184,218,160	\$3.67	20,468,684	\$17.49	\$1,034,350
2032	186,423,384	\$3.78	20,713,709	\$18.02	\$1,078,134
2033	188,662,903	\$3.89	20,962,545	\$18.56	\$1,123,818
2034	191,205,246	\$4.01	21,245,027	\$19.11	\$1,173,131
2035	193,514,987	\$4.13	21,501,665	\$19.69	\$1,222,922
2036	195,860,672	\$4.26	21,762,297	\$20.28	\$1,274,878
2037	198,242,869	\$4.38	22,026,985	\$20.89	\$1,329,095
2038	200,662,155	\$4.52	22,295,795	\$21.51	\$1,385,674
2039	203,387,104	\$4.65	22,598,567	\$22.16	\$1,446,626
2040	205,882,336	\$4.79	22,875,815	\$22.82	\$1,508,305

VII. Supply Contract Consideration

The final concern is the potential of water rationing or usage restrictions that may be imposed by the City of Wichita as a response to drought conditions in the future. It is unknown at this point what those restrictions might be, but it is speculated that they may involve multiple initiatives and may include modifications to rates, imposition of fine of penalties, etc. The City has begun discussions of potential policy changes that may be necessary if water rationing or usage restrictions become part of the 2016 contract with the City of Wichita.

VIII. Water Supply Well Evaluation

A. Historic Raw Water Sales

An additional concern is the capability of the existing wells and pumps to deliver raw, untreated water for sale to Wichita and the actual amount being sold. Pump records since 2006 indicate an overall

downward trend in raw water sales. These records are summarized in Table 10. Based on review of pumping records and discussions with City staff, the decrease in raw water sales is directly related to loss of capacity and deterioration in the existing wells.

Table 10. Raw Water Sales

Year	Volume Well No. 7 (Gal)	Volume Well No. 8 (Gal)	Volume Well No. 10 (Gal)	Total Pumped Volume (Gal)	Total Sales to Wichita (Gal)
2006	75,380,500	53,190,000	86,545,000	215,115,000	203,017,000
2007	57,634,000	82,351,000	89,651,000	229,636,000	203,680,000
2008	86,545,000	118,405,000	73,930,000	278,880,000	259,451,000
2009	68,346,000	56,559,000	96,371,000	221,276,000	179,779,000
2010	96,174,000	64,660,000	86,445,000	247,279,000	173,218,000
2011	5,708,000	49,065,000	113,216,000	167,989,000	91,926,000
2012	11,803,000	68,343,000	100,676,000	180,822,000	95,871,000
2013	21,038,000	14,169,000	83,116,000	118,323,000	119,045,000*
2014	18,817,000	18,136,000	85,152,000	122,105,000	122,682,000*

* Total sales values per master meter records.

B. Well Evaluation

The City contracted with Layne Christensen to perform test pumping for the three existing wells. The purpose was to evaluate the capacity of the wells and provide recommendations for maintenance and/or repairs. This report, along with existing well data, was reviewed by PEC.

A review of the available information associated with Well 7, 8 and 10 was made to evaluate and determine the following:

- Date of original completion;
- Well construction;
- Original and post rehabilitation well yields and specific capacities;
- Changes in total pumped volumes over a 10-year time period;
- Develop an understanding of specific cause(s) for losses of yield and specific capacity.

Based on information provided via personal communication with James Seley and Chad Iseman with Layne Christensen Company in Wichita, PEC determined that the City's wells had historically required rehabilitation to remove iron bacteria and scale from the well screens and gravel pack. Rehabilitation of the wells to remove iron bacteria was reported to be a recurring problem in the area.

1. Iron Bacteria

The presence of iron bacteria in wells is a fairly common problem, and it can result in the presence of encrusting and corrosive problems in wells. Generally speaking, the presence of one or more of the following conditions in a well can contribute to the formation of iron bacteria:

- pH > 7.0

- Calcium hardness > 200 ppm (parts per million)
- Iron > 1.0 ppm
- Manganese > 0.02 ppm
- TDS (Total Dissolved Solids) > 600 ppm
- Presence of oxygen

Iron bacteria generate a “slime”, which of itself is not a health hazard, but does cause damage and restricts flow in piping, screens, gravel pack and other well system components. Iron bacteria will also infiltrate the gravel pack and surrounding alluvial material. Under certain conditions, the bacteria can grow quickly and leave the entire well system virtually useless in just a few months. Often, the rapid return of iron bacteria is related to over-pumping of the well, which can result in the introduction of additional oxygen into the well.

2. Loss of Specific Capacity and Well Yield

Specific Capacity of a well is used to express its yield per unit of drawdown, the value of which is typically reported in units of gallons per minute per foot of drawdown (gpm/ft) and expressed as Q/s , where Q is pump rate in gpm and s is drawdown in the well in feet. Well yield is a sustainable rate of water flow, usually expressed in gallons per minute (gpm), that a well can draw continuously over an extended period.

The specific capacity and yield of a well are greatest immediately after the well has been completed and are typically used as the benchmarks against which all future specific capacity and yield values are used to evaluate well performance. As a well ages, specific capacity and yield will decline. This can be due to a variety of factors and is often an indication the well screen and gravel pack have become occluded with scale and/or bacterial buildup. Other causes for lowered specific capacity and yield can be related to lowered pump performance and lowering of water levels in the aquifer.

As a rule of thumb, well rehabilitation work should be initiated when specific capacity of a well is reduced by 25% (Driscoll, 1986). However, based on results of the most recent rehabilitation efforts, specific capacities of Well 7 and Well 8 misrepresent the performance capability of both wells, because neither well is capable of pumping at rates near their original yield. Total annual volumes pumped between 2004 and 2014 are illustrated in Figure 1. This information indicates that Well 7 and Well 8 have sustained losses in their total yield of 81.4% and 84.5% respectively. Well 10, while newer than the other two wells, appears to have responded well to rehabilitation efforts and had a post remediation specific capacity equal to 50 gpm/ft, or 17% less than the original value.

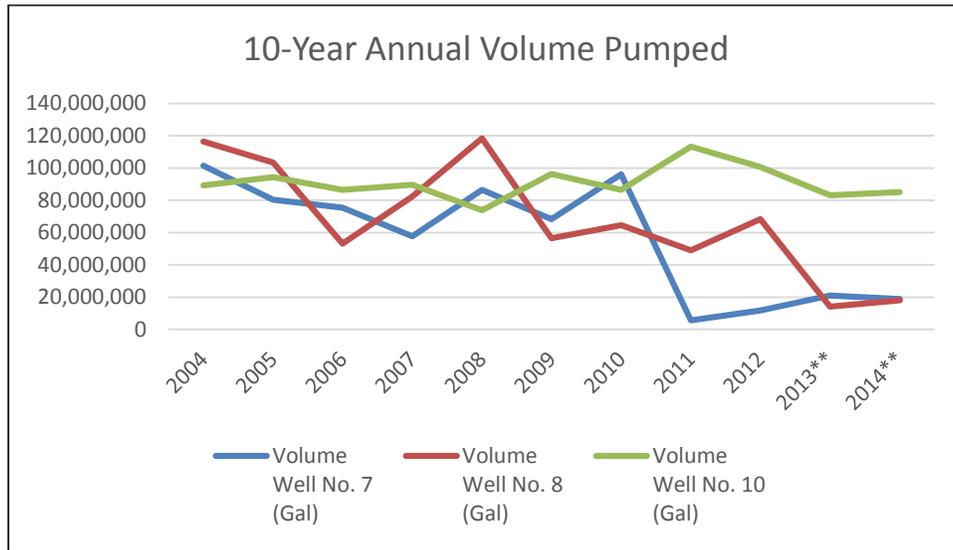


Figure 1. Total annual volume pumped from 2004 to 2014

Due to the recurring nature of iron bacteria and severe loss in yield and specific capacity, additional well rehabilitation efforts will be incapable of restoring their productive yields and could result in unintended damage and loss of the wells.

C. Existing Water Rights Summary

The City of Valley Center currently holds seven (7) water rights associated with its three wells. The existing water rights are summarized in Table 11.

Table 11. Existing Water Rights

Water Right File No.	City Well No.	Authorized Quantity (MGY)*	Authorized Rate (gpm)	Water Rights Tied Together	Certificate Issued	Priority Date
SG02	7	18	500	---		9/15/1953
SG13 – D1	8	24.439	325	---		11/29/1956
5567	10	90.587	1,091	Combined quantity of 90.587 MGY with SG02	1/4/1972	5/10/1956
18991	10	12.556	1,091	Combined quantity of 103.109 MGY and rate of 1,091 gpm with SG02 & 5567	7/18/2000	3/9/1972
26120	8	174.679	1,450	Combined quantity of 174.679 MGY and rate of 1,450 gpm with SG02, 5567 & 18991	7/18/2000	3/8/1976
33656	7	80	490	Combined quantity of 254.678 MGY with SG002, 5567, 18991 & 26120; combined rate of 500 gpm with SG02	10/11/2005	11/29/1979
37740	8	26.068	530	---	4/3/1992	3/27/1985

*MGY = million gallons per year

Based on current Division of Water Resources (DWR) information, the City has available 308.185 MGY of water rights, with maximum allowable pumping rates per existing water rights of 500 gpm for Well #7, 1,450 gpm for Well #8, and 1,091 gpm for Well #10. The projected total usage for 2040 is approximately 228.8 MG, or approximately 75% of the City's current water right allocation.

D. Water Supply Well Recommendations

To restore sales volumes to levels experienced between 2004 and about 2009, PEC recommends that Well 7 and Well 8 be replaced. Following replacement, the old wells should be plugged and abandoned per Kansas Department of Health and Environment (KDHE) and Division of Water Resources (DWR) requirements. The estimated costs for a drilling contractor to drill and complete two replacement wells, abandon the existing wells, and provide submersible pumps is approximately \$235,000. Additional fees related to well permitting, engineering, final well design, and related services will result in professional fees of approximately \$30,000, for a total estimated project cost of approximately \$285,000. This cost estimate does not include any land or easement acquisition, and assumes each new well would be offset from the existing well.

PEC further recommends that the City be mindful and record static and pumping water levels, as well as specific capacity in Well 10, and not attempt to over pump the well in such a way that results in the pumping water level being lowered below the top of the well screen. Over pumping a well results in lower pumping water levels and will cause entrance velocities to be too high, which results in turbulent flow and reduced well efficiency, as well as the introduction of oxygen into the well environment. These

conditions combine to promote the buildup of iron bacteria and scale, which lower well yield and specific capacity.

IX. Water Treatment Options

A. Water Quality

The City has expressed an interest in potentially treating the raw water from its wells for consumption in the City of Valley Center rather than selling raw water to and purchasing potable water from the City of Wichita. In an effort to evaluate potential options to treat the raw water to required quality standards, samples were taken from each well and analyzed to determine the current water quality. The results from this laboratory analysis are summarized in Table 12. All parameters tested are not included in this table, but the full reports from the laboratory are included as Appendix B.

Table 12. Current Water Quality

Parameter	Suggested Maximum Contaminant Level (mg/L)	Well No. 7 Value	Well No. 8 Value	Well No. 10 Value
Alkalinity, Total (mg/L)	300	260	270	266
Calcium (mg/L)	200	124	120	80.0
Chloride (mg/L)	250	38.0	37.0	16.5
Hardness (mg/L)	400	440	460	350
Iron (mg/L)	N/A	66.0	98.0	0.24
Magnesium (mg/L)	150	31.2	38.4	36.0
Manganese (mg/L)	N/A	<0.20	<0.20	<0.20
Nitrate (mg/L)*	10	<1.00	<1.00	<1.00
Sodium (mg/L)	100	30.2	32.0	28.6
Sulfate (mg/L)	250	70.5	34.0	76.0
Total Dissolved Solids (mg/L)	500	445	410	400
Turbidity (NTU)*	1	591	680	1.68

*An Maximum Contaminant Level (MCL) is established for this contaminant; water for potable use cannot exceed this value.

The City intends to maintain a connection to the City of Wichita water supply if the City begins treating its own water. As such, the quality of the water from a new treatment plant should be similar to the water quality produced by the City of Wichita. The most recent Consumer Confidence Report (CCR) available from the City of Wichita is summarized below in Table 13. Any treatment options should produce similar water quality to the values listed in Table 13.

Table 13. City of Wichita Water Quality Information – 2014 Data

Parameter	CCR Value – Highest Recorded in Period
Alkalinity, Total (mg/L)	98
Calcium (mg/L)	31
Chloride (mg/L)	130
Hardness (mg/L)	140
Magnesium (mg/L)	15
Nitrate (mg/L)	0.82
Sodium (mg/L)	100
Sulfate (mg/L)	57
Total Dissolved Solids (mg/L)	410
Turbidity (NTU)	0.29

B. Water Treatment Processes

Two options were reviewed for water treatment processes, a settling-filtration-softening process or a settling-filtration-reverse osmosis process. Each total treatment process will be able to produce finished water with quality similar to the City of Wichita's typical parameters noted in Table 13. Equipment needs and costs were determined for a capacity of 0.5 million gallons per day (MGD) to treat the Tier 2 usages and a portion of the Tier 1 usage, or a 0.84 MGD facility to treat the full water right allocation held by the City. Based on the water usage projections noted previously, a 0.5 MGD facility could provide the full water usage of the City and its wholesale customer through approximately 2022, and a 0.84 MGD facility would address the total projected water usage through 2040 and beyond.

1. *Settling, Filtration and Softening*

This treatment process would include three primary components: an inclined plate settler, a Greensand filter, and a softener. The raw water would be oxidized then run through the inclined plate settler (IPS) to remove a significant portion of the iron present in the water. Water from the IPS would then be treated through a vertical Greensand filter to further lower the iron concentration and reduce the manganese concentration below the Maximum Contaminant Level (MCL). Approximately 70% of the water would then be treated through a softening process to reduce the total hardness to approximately 2.5 mg/L, with 30% of the flow bypassing the softener step. The treated water would then be blended with the bypassed water to achieve a total hardness in the finished water of 140 mg/L. When the softener in service is saturated, the standby softener will be put into service and the saturated unit will be regenerated and placed into standby for use during the next regeneration cycle.

The treated water must be disinfected prior to discharging it into the distribution system. Since the City of Wichita uses combined chlorine for disinfection, the treatment plant would need to include both chlorine and ammonia feed equipment. There are several options for the treatment plant building including concrete masonry units (CMU), pre-cast concrete, or a metal building. The building must include separate rooms for the chemical feed equipment, accessible from the exterior of the building.

Other components of a water treatment plant would include pumping, piping, valves, electrical and controls, mechanical equipment, office space, and a small laboratory.

Estimated costs for the settling-filtration-softening option are summarized in Table 14 for the two capacities noted.

Table 14. Settling, Filtration, and Softening Treatment – Estimated Costs

	Estimated Cost
0.5 MGD Capacity	
Treatment Plant Construction	\$2,091,000
Land Acquisition	\$50,000
Distribution Piping	\$125,000
25% Contingency	\$566,600
Well Replacement	\$285,000
Engineering/Inspection/Survey	\$478,200
TOTAL	\$3,595,800
0.84 MGD Capacity	
Treatment Plant Construction	\$2,601,000
Land Acquisition	\$50,000
Distribution Piping	\$125,000
25% Contingency	\$694,000
Well Replacement	\$285,000
Engineering/Inspection/Survey	\$580,000
TOTAL	\$4,335,000

Annual operating costs for the 0.5 MGD and 0.84 MGD capacity options are estimated at \$200,000 and at \$225,000 respectively.

2. *Settling, Filtration and Reverse Osmosis*

In this process, an inclined plate settler and Greensand filter would be used as described above, with the secondary treatment process being a reverse osmosis (RO) system.

A reverse osmosis system (RO) forces water under pressure through a membrane barrier that filters out minerals and nitrate. Raw water is forced from one side of the membrane to the other side by hydrostatic pressure and purified water emerges on the other side.

The normal waste stream is approximately 25% of the total flow through the unit. The waste stream must be addressed and disposed of per KDHE requirements. Typical means of disposal include discharge to surface water, sanitary sewer discharge, deep well injection, evaporative lagoon, or land application. Each of these options would need to be evaluated to determine the most feasible and cost effective alternative for addressed the RO treatment system waste stream.

The structure, chemical feed equipment, and ancillary equipment described above would also be required for this treatment option.

Estimated costs for the settling-filtration-RO option are summarized in Table 15 for the two capacities noted.

Table 15. Settling, Filtration, and Reverse Osmosis Treatment – Estimated Costs

	Estimated Cost
0.5 MGD Capacity	
Treatment Plant Construction	\$2,409,000
Land Acquisition	\$50,000
Distribution Piping	\$125,000
Waste Stream Infrastructure	\$30,000
25% Contingency	\$653,000
Well Replacement	\$285,000
Engineering/Inspection/Survey	\$548,000
TOTAL	\$4,100,000
0.84 MGD Capacity	
Treatment Plant Construction	\$2,896,200
Land Acquisition	\$50,000
Distribution Piping	\$125,000
Waste Stream Infrastructure	\$30,000
25% Contingency	\$775,000
Well Replacement	\$285,000
Engineering/Inspection/Survey	\$645,000
TOTAL	\$4,806,500

Annual operating costs for the 0.5 MGD and 0.84 MGD capacity options are estimated at \$225,000 and at \$250,000 respectively.

X. Summary

Each of the four treatment options were evaluated over the 20 year period (2016-2036) to compare the amount of treated water that would be available each year and determine what volume of water would need to be purchased and what volume of raw water would be available to sell to the City of Wichita.

Table 16 below includes the capacity or volume of potable water each treatment option would produce for the 20 year evaluation period (2016-2036). The remaining information in this table assumes that all of the Tier 2 water projected to be required would come from the treatment plant production, so that any water demand that could not be met by the treatment plant would be purchased at the Tier 1 rate. Any excess treatment volume that is not needed to meet the City's demands would be available for sale to the City of Wichita.

Table 16. Projected Water Sales and Purchases (2016-2036)

Treatment Option	Treatment Capacity (MG)	Tier 1 Volume Purchased (MG)	Tier 1 Purchased Cost	Raw Water Sales	Initial Construction Cost	Operating Cost	Net Cost
0.5 MGD Softening Plant	182.5	124.7	\$991,876	\$18,469	\$3,595,990	\$4,000,000	\$8,569,397
0.5 MGD RO Plant	146	1,307.8	\$3,366,647	\$0	\$4,100,300	\$4,500,000	\$11,966,947
0.84 MGD Softening Plant	306.6	0	\$0	\$1,189,378	\$4,335,490	\$4,500,000	\$7,646,112
0.84 MGD RO Plant	245.3	0	\$0	\$545,518	\$4,806,740	\$5,000,000	\$9,261,222

The net cost shown in Table 16 for each treatment option includes the total of the initial construction cost of the treatment plant, the estimated operating cost over the 20 year study period, and the estimated cost of Tier 1 water to be purchased, and subtracts the estimated value of raw water sales (at the current \$0.31/1,000 gallon rate). This net cost value is the estimated cost to the City over the 20 year period for each treatment option. Note that the 0.5 MGD treatment plant options will require the City to purchase all Tier 2 and some Tier 1 water from the City of Wichita, and that the 0.84 MGD treatment plant options allow raw water to be available for sale.

The 0.5 MGD softening plant option would be able to supply the full City demand and have excess water available to sell to the City of Wichita through 2021, with the City being required to purchase water from 2022-2036. The 0.5 MGD RO plant option would not be able to supply the City's full demand, and Tier 1 water would have to be purchased each year of the 20 year period. The 0.84 MGD softening and RO plant options would fulfill the City's demands and have excess raw water available to sell for the full 20 year period.

City staff is currently involved in negotiations for a new water supply contract with the City of Wichita. Included in their negotiations is an updated rate for the sale of raw water to the City of Wichita. The City of Valley Center should proceed forward as soon as possible with construction of offset wells to replace Well Nos. 7 and 8 in order to pump (and sell) the maximum quantity of raw water as possible. The cost to improve the well system is estimated at \$285,000. The City received approximately \$38,000 of revenue in 2014 from raw water sales. Based on the current sales rate of \$0.31/1,000 gallons, the maximum potential revenue if the full water right volume is pumped is \$95,000/year. Potential new raw water sale rates and the maximum revenue each could generate are summarized in Table 17. Note that these values assume that all of the raw water available is sold to the City of Wichita, and none is treated by the City of Valley Center for its customers.

Table 17. Potential Raw Water Sales Revenue

Potential Raw Water Sales Rate (per 1,000 gallons)	Full Water Right (MGY)	Total Maximum Revenue
\$0.50	305.185	\$152,500
\$0.60	305.185	\$183,000
\$0.70	305.185	\$213,600
\$0.80	305.185	\$244,000

By comparison, the total value of the projected Tier 1 and Tier 2 water purchases for the 20 year period (2016-2036) is estimated to be \$18,192,239. With the maximum potential annual raw water sales available at \$183,000 based on a rate of \$0.60 per 1,000 gallons, the net cost of water if the City continues to purchase all water from the City of Wichita would be approximately \$14,532,200.

Construction and operation of a 0.84 MGD softening water treatment plant is estimated to be approximately \$8,900,000 over a 20 year period. As indicated above, the estimated total value of the projected Tier 1 and Tier 2 water purchases for the same 20 year period is \$18,192, 239. Construction and operation of a water treatment plant to supply the City's needs would cost residents less over a 20 year period than purchasing all water from the City of Wichita, based on the assumptions and projections included in this report. Note that actual population values, water usage values, rates, construction and operating costs will affect the cost comparison.

NEW BUSINESS
RECOMMENDED ACTION

A. Presentation of Water Study

Should Council choose to proceed,

RECOMMENDED ACTION:

For discussion only

NEW BUSINESS

B. Agreement with KDOT Goff Street Sidewalk:

PROJECT NO. 87 N-0638-01
 TA-N063(801)
 TRANSPORTATION ALTERNATIVES PROJECT
 MULTI-PURPOSE PATH
 CITY OF VALLEY CENTER, KANSAS

A G R E E M E N T

This Agreement is between **MICHAEL S. KING, Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Valley Center, Kansas** (“City”), **collectively**, the “Parties.”

RECITALS:

- A. The Secretary is authorized by the current Federal-Aid Transportation Act to set aside certain portion of Federal funding allocated under the current Federal-Aid Transportation Act for Transportation Alternatives (TA) projects.
- B. The Secretary is empowered to pass through Federal Surface Transportation Program (STP) funds for TA projects to eligible state agencies or local governments.
- C. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for Federal STP funding under the Transportation Alternatives Provision of the current Federal-Aid Transportation Act.
- D. The City has requested and Secretary has authorized a Transportation Alternatives (TA) project, as further described in this Agreement.
- E. Under the terms of the current Federal-Aid Transportation Act and the rules and regulations of the Federal Highway Administration (FHWA), states and local governments are, under certain circumstances, entitled to receive assistance in the financing of TA projects, provided however, that in order to be eligible for such federal-aid, such work is required by Federal law to be done in accordance with the laws of the state.

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

ARTICLE I

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

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **“City”** means the City of Valley Center, Kansas, with its place of business at 545 W. Clay, P.O. Bo 188, Valley Center, KS 67147.

3. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
4. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
5. **“Construction Engineering”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
6. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.
7. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
11. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
12. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430 *et seq.*, Hazardous Waste.
13. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

14. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
15. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.
16. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.
17. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the City.
18. **“Preliminary Engineering”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
19. **“Project”** means all phases and aspects of the Construction endeavor to be undertaken by the City, as and when authorized by the Secretary prior to Letting, being: **Multi-purpose Path for Emporia Street from Main Street to 5th Street in Valley Center, Kansas**, and is the subject of this Agreement.
20. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
21. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
22. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
23. **“Secretary”** means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors.
24. **“Useful Life Period”** means a sufficient period of time, as specifically designated in this Agreement in Article IV, paragraph 2, to secure the investment of federal funds in the Project based on the nature and magnitude of Project costs and generally accepted economic or useful life cycle norms for the type of Construction involved in the Project.
25. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the City acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives to obtain participation of federal funds in the cost of the Project.
2. **Letting and Administration by KDOT.** The Secretary shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the City. The Secretary further agrees, as agent for the City, to administer the Construction of the Project in accordance with the final Design Plans, as required by FHWA, to negotiate with and report to the FHWA and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the City.
3. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.
4. **Payment of Costs.** The Secretary agrees to be responsible for eighty percent (80%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, but not to exceed \$264,000.00 for the Project. The Secretary shall not be responsible for the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed \$330,000.00 for the Project. The Secretary shall not be responsible for the total actual costs of Preliminary Engineering, Right of Way, and Utility adjustments for the Project.
5. **Final Billing.** After receipt of FHWA acknowledgement of final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all Project costs for which the City is responsible and shall then transmit the complete and final billing to the City.

ARTICLE III

CITY RESPONSIBILITIES:

1. **Secretary Authorization.** The Project shall be undertaken, prosecuted and completed for and on behalf of the City by the Secretary acting in all things as its agent, and the City hereby constitutes and appoints the Secretary as its agent, and all things hereinafter done by the Secretary in connection with the Project are hereby by the City authorized, adopted, ratified and confirmed to the same extent and with the same effect as though done directly by the City acting in its own individual corporate capacity instead of by its agent. The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.

2. **Legal Authority.** The City agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Conformity with State and Federal Requirements.** The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current the American Institute of Architects (AIA) standards, the Secretary of the Interior's Standards for the Treatment of Historic Properties, the American Society of Landscape Architects guidelines, KDOT's Design Engineering Requirements, the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Transportation Safety and Technology's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions, and with the rules and regulations of the FHWA pertaining to the Project.

4. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project.

5. **Submission of Design Plans to Secretary.** Upon their completion, the City shall have the Design Plans submitted to the Secretary by a licensed professional engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, attesting to the conformity of the Design Plans with the items in Article III, paragraph 3 above. The Design Plans must be signed and sealed by the licensed professional engineer, licensed professional architect, and/or licensed landscape architect, as applicable, responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies.

6. **Consultant Contract Language.** The City shall include language requiring conformity with Article III, paragraph 3 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article III, paragraph 3 above. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

- (a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.
- (b) **Progress Reports.** Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at

mutually agreed intervals in conformity with the official Project schedule.

- (c) **Third Party Beneficiary.** Language making the Secretary a third party beneficiary in the agreement between the City and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

7. **Responsibility for Adequacy of Design.** The City shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary’s representatives is not intended to and shall not be construed to be an undertaking of the City’s and its Consultant’s duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the City, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the City.

8. **Design Exception Indemnification.** Any design exception to the current version of the American Association of State Highway and Transportation Officials (AASHTO) Design Standards shall be in accordance with 23 C.F.R. § 625. For any design exception, the City agrees to the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, to defend, indemnify, hold harmless, and save the Secretary and the Secretary’s authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the design exceptions for this Agreement by the City, the City’s employees, or subcontractors.

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

10. **Right of Way.** The City agrees to the following with regard to Right of Way:

(a) **Right of Way Acquisition.** The City will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The City agrees the

necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The City further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements and temporary easements.

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

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

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

(e) Trails and Sidewalks on KDOT Right of Way. Intentionally deleted.

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

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

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

13. **Utilities.** The City agrees to the following with regard to Utilities:

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

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

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

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

(e) **Indemnification.** To the extent permitted by law, the City will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

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

14. **Hazardous Waste.** The City agrees to the following with regard to Hazardous Waste:

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

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

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

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

15. **Inspections.** The City is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the current KDOT approved construction engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the City or the Consultant. The Secretary does not undertake for the benefit of the City, the Contractor, the Consultant or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans. The City will require at a minimum all personnel performing Construction Engineering to comply with the high visibility apparel requirements of the KDOT Safety Manual, Chapter 4, Section 8 Fluorescent Vests. The agreement for inspection services must contain this requirement as a minimum. The City may require additional clothing requirements for adequate visibility of personnel.

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

(a) **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the Design Plans, which includes the City's plan for handling multi-modal traffic

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

(b) Permanent Traffic Control. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, must conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to FHWA approval.

(c) Parking Control. The City will control parking of vehicles on the city streets throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

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

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

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

19. Financial Obligation. The City will be responsible for twenty percent (20%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, up to \$330,000.00 for the Project. In addition, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed \$330,000.00 for the Project. Further, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Preliminary Engineering, Right of Way, and Utility adjustments for the Project. The City shall also pay for any Non-Participating Costs incurred for the Project along with the associated Non-Participating Construction Engineering costs.

20. Remittance of Estimated Share. The City shall deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities. The

City will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of City Funds received by the City from the Secretary. The date indicated for the City to deposit its estimated share of the total Project expenses is fifty (50) days after the Letting date.

21. **Payment of Final Billing.** If any payment is due to the Secretary, such payment shall be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

22. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

23. **Cancellation by City.** If the City cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE IV

SPECIAL TRANSPORTATION ENHANCEMENT REQUIREMENTS:

1. **No 4(f) Status.** It is the Parties' intention that neither this Agreement nor the Project create or expand the status of any land involved in this Project as a "significant publicly owned public park, recreation area, or wildlife and waterfowl refuge, or any significant historic site," for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135 ("4(f) status"), except as otherwise modified by this Agreement.

(a) **Transportation Alternatives.** Unless otherwise stated below in this section, the Parties agree the major purposes or functions of land involved in the Project are to preserve or enhance the scenic, historic, environmental or archeological aspects, or the usefulness for intermodal users (including bicyclists, pedestrians, and other non-motorized transportation users) of existing or new transportation facilities. It is further agreed any park, recreation or refuge purposes or functions are secondary or incidental for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135. Exceptions: NONE.

(b) **4(f) Determinations.** The Parties agree for purposes of any future determinations of 4(f) status issues as required by 49 U.S.C. § 303 or applicable regulations the Secretary is hereby designated as the public official having jurisdiction of such determinations. However, it is not the intent of this section to affect the determination of whether a historic or archaeological site is on or eligible for inclusion on the National Register of Historic Places.

2. **Useful Life.**

(a) **Useful Life Period.** The Parties agree the Useful Life Period of the Project is 20 years, commencing on the date the Secretary gives notice of final acceptance of the Project.

(b) **Insurance.** If the Project includes improvements to a building, the City will purchase and maintain insurance for property damage to the building continuously during the Useful Life Period of the Project in an amount equal to or in excess of the federal funds expended on the Project.

(c) **Change in Public Use.** After the Project is completed and during the entire Useful Life Period, any change in the public use of the real property for the Project will require written approval from the Secretary with FHWA concurrence.

(d) **Recapture of Federal Investment.**

(i) During the first 10 years of the Useful Life Period, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary and the FHWA under subparagraph (c) above, then the City shall pay to the Secretary 100% of the federal funds invested in the Project.

(ii) Following the first 10 years of the Useful Life Period and until the Useful Life Period expires, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary and the FHWA under subparagraph (c) above, then the City shall pay to the Secretary as recapture of federal funds invested in the Project an amount, which will be determined according to the following formula:

$$\frac{\text{Total Amount of Federal Funds Invested in the Project}}{\text{Entire Useful Life Period for the Project}} \times \frac{\text{Number of Full Years Remaining in the Useful Life Period at the time of unauthorized change in use}}{\text{Recapture Amount}} = \text{Recapture Amount}$$

(iii) Any payments due to the Secretary pursuant to this subparagraph (d) shall be made within ninety (90) days after receipt of billing from the Secretary's Chief of Fiscal Services.

ARTICLE V

GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

2. **Civil Rights Act.** The “Special Attachment No. 1,” pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
3. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part hereof.
4. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.
5. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.
6. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.
7. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

The signature page immediately follows this paragraph.

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

ATTEST:

THE CITY OF VALLEY CENTER, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Michael S. King, Secretary of Transportation
Kansas Department of Transportation

By: _____
Jerome T. Younger, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following “Nondiscrimination Clauses”.

CLARIFICATION

Where the term “Consultant” appears in the following “Nondiscrimination Clauses”, the term “Consultant” is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant’s assignees and successors in interest (hereinafter referred to as the “Consultant”), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the “Regulations”). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant’s obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

Special Attachment No. 1

Page 2 of 2

- 4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

State of Kansas
 Department of Administration
 DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

NEW BUSINESS

RECOMMENDED ACTION

B. Agreement with KDOT Goff Street Sidewalk:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion to approve KDOT Agreement 65-16 for Construction of sidewalk on Goff Road in Valley Center, Kansas and authorize Mayor to sign.

NEW BUSINESS

RECOMMENDED ACTION

C. EXECUTIVE SESSION TO DISCUSS LAND ACQUISITION

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends Council recess into Executive Session for the purpose of Discussing land acquisitions.

CONSENT AGENDA

A. APPROPRIATION ORDINANCE – APRIL 5, 2016

RECOMMENDED ACTION:

Staff recommends motion to approve the Consent Agenda as presented.

CONSENT AGENDA

A. APPROPRIATION ORDINANCE – APRIL 5, 2016

Below is the proposed Appropriation Ordinance for April 5, 2016 as prepared by City Staff.

April 5, 2016 Appropriation

Total	\$ 329,381.87
--------------	----------------------

3/31/2016 9:04 AM
VENDOR SET: 03 City of Valley Center
BANK: * ALL BANKS
DATE RANGE: 0/00/0000 THRU 99/99/9999

A/P HISTORY CHECK REPORT

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0056	SHANNON MEYER SHANNON MEYER	VOIDED V	3/25/2016			046378		80.00CR

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	1 VOID DEBITS	0.00		
	VOID CREDITS	80.00CR	80.00CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 03 BANK: * TOTALS:	1	80.00CR	0.00	0.00
BANK: * TOTALS:	1	80.00CR	0.00	0.00

3/31/2016 9:04 AM
 VENDOR SET: 02 City of Valley Center
 BANK: APBK INTRUST CHECKING
 DATE RANGE: 0/00/0000 THRU 99/99/9999

A/P HISTORY CHECK REPORT

PAGE: 2

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0077	KANSAS OFFICE OF THE TREASURER I-201603087198 KANSAS OFFICE OF THE TREASURER	R	3/11/2016	2,296.50		046341		2,296.50
0092	TYLER TECHNOLOGIES INC I-201603047190 TYLER TECHNOLOGIES INC	R	3/11/2016	205.00		046342		205.00
0153	THE ARK VALLEY NEWS I-201603047187 THE ARK VALLEY NEWS	R	3/11/2016	106.40		046343		106.40
0162	CIVIC PLUS I-201603047189 CIVIC PLUS	R	3/11/2016	1,125.00		046344		1,125.00
0183	KANSAS ONE-CALL SYSTEM, INC I-201603097200 104 LOCATES FOR FEBRUARY 2016	R	3/11/2016	104.00		046345		104.00
0198	P S I I-201603047192 P S I I-201603077197 P S I	R R	3/11/2016 3/11/2016	1,540.00 555.00		046346 046346		2,095.00
0254	CITY OF WICHITA I-201603097201 JAN 12 - FEB 15 WATER PURCHASE	R	3/11/2016	27,322.47		046347		27,322.47
0281	KANSAS MAYORS ASSOCIATION I-201603077196 KANSAS MAYORS ASSOCIATION	R	3/11/2016	50.00		046348		50.00
0306	SEDGWICK COUNTY I-201603077194 SEDGWICK COUNTY	R	3/11/2016	689.67		046349		689.67
0315	WASTE MANAGEMENT OF WICHITA I-201603077193 WASTE MANAGEMENT OF WICHITA	R	3/11/2016	32,321.74		046350		32,321.74
0321	DECKER ELECTRIC I-201603097199 SHORT CYCLE INFLUENT PUMP 2	R	3/11/2016	782.00		046351		782.00
0371	M & M REPAIR, INC. I-201603097203 ROUND COVER PLATES & I-BEAM	R	3/11/2016	557.00		046352		557.00
0530	GALLAGHER BENEFIT SERVICES, IN I-201603107204 GALLAGHER BENEFIT SERVICES, IN	R	3/11/2016	289.00		046353		289.00
0542	GIANT COMMUNICATIONS I-201603047188 GIANT COMMUNICATIONS	R	3/11/2016	1,532.72		046354		1,532.72

3/31/2016 9:04 AM
 VENDOR SET: 02 City of Valley Center
 BANK: APBK INTRUST CHECKING
 DATE RANGE: 0/00/0000 THRU 99/99/9999

A/P HISTORY CHECK REPORT

PAGE: 3

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0578	PHILIP L. WEISER, J.D. PHILIP L. WEISER, J.D.	R	3/11/2016	150.00		046355		150.00
0661	DOUBLE CHECK COMPANY DOUBLE CHECK COMPANY	R	3/11/2016	1,299.00		046356		1,299.00
0404	SECURITY 1ST TITLE SECURITY 1ST TITLE	R	3/14/2016	20,295.44		046357		20,295.44
0085	LAURIE B WILLIAMS CASE # 13-12943	R	3/18/2016	200.00		046358		
	I-TWB201603157206 CASE # 15-10010-13	R	3/18/2016	227.00		046358		427.00
0210	SECURITY BENEFIT DEFERRED COMPENSATION	R	3/18/2016	25.00		046359		25.00
0313	VANTAGEPOINT TRANS AGENTS PLAN NUMBER 302196 457 D.C.	R	3/18/2016	211.54		046360		
	I-ICP201603157206 RETIREMENT 457 DEFERRED COMP	R	3/18/2016	296.15		046360		507.69
0110	LKM - LEAGUE OF KANSAS MUNICIP LKM - LEAGUE OF KANSAS MUNICIP	R	3/18/2016	45.00		046361		45.00
0133	MAYER SPECIALTY SERVICES SEWER MAINTENANCE CLEANING	R	3/18/2016	31,400.39		046362		31,400.39
0198	P S I P S I	R	3/18/2016	175.00		046363		175.00
0204	PITNEY BOWES PITNEY BOWES	R	3/18/2016	604.50		046364		604.50
0259	CRAIN CHEMICAL COMPANY FREIGHT CHARGE	R	3/18/2016	21.25		046365		21.25
0407	MEL HAMBELTON FORD 2016 FORD F-150 FOR PK & PB	R	3/18/2016	31,513.24		046366		
	I-201603177217 2016 FORD F-150 FOR ACSO	R	3/18/2016	26,076.44		046366		57,589.68
0530	GALLAGHER BENEFIT SERVICES, IN GALLAGHER BENEFIT SERVICES, IN	R	3/18/2016	3,392.50		046367		3,392.50
0730	MISSOURI OPERATION LIFESAVER MISSOURI OPERATION LIFESAVER	R	3/18/2016	35.00		046368		35.00

3/31/2016 9:04 AM
 VENDOR SET: 02 City of Valley Center
 BANK: APBK INTRUST CHECKING
 DATE RANGE: 0/00/0000 THRU 99/99/9999

A/P HISTORY CHECK REPORT

PAGE: 4

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0567	RAVENS CRAFT IMPLEMENT, INC. I-201603217232 RAVENS CRAFT IMPLEMENT, INC.	R	3/25/2016	29,602.07		046372		29,602.07
0270	INTRUST CARD CENTER I-201603217231 INTRUST CARD CENTER	R	3/25/2016	26,602.24		046373		26,602.24
0032	AFLAC I-AF 201603027180 SUPPLEMENTAL INSURANCE I-AF 201603157206 SUPPLEMENTAL INSURANCE I-AFC201603027180 SUPPLEMENTAL INSURANCE I-AFC201603157206 SUPPLEMENTAL INSURANCE I-AFD201603027180 SUPPLEMENTAL INSURANCE I-AFD201603157206 SUPPLEMENTAL INSURANCE I-AFO201603027180 SUPPLEMENTAL INSURANCE I-AFO201603157206 SUPPLEMENTAL INSURANCE	R	3/18/2016	48.04		046374		
		R	3/18/2016	48.06		046374		
		R	3/18/2016	33.06		046374		
		R	3/18/2016	33.06		046374		
		R	3/18/2016	69.82		046374		
		R	3/18/2016	69.82		046374		
		R	3/18/2016	12.35		046374		
		R	3/18/2016	12.35		046374		326.56
0445	DELTA DENTAL OF KANSAS, INC. I-DDS201603027180 DENTAL INSURANCE I-DDS201603157206 DENTAL INSURANCE I-DEC201603027180 DENTAL INSURANCE I-DEC201603157206 DENTAL INSURANCE I-DES201603027180 DENTAL INSURANCE I-DES201603157206 DENTAL INSURANCE I-DFM201603027180 DENTAL INSURANCE I-DFM201603157206 DENTAL INSURANCE	R	3/18/2016	541.22		046375		
		R	3/18/2016	206.05		046375		
		R	3/18/2016	154.60		046375		
		R	3/18/2016	154.60		046375		
		R	3/18/2016	219.59		046375		
		R	3/18/2016	219.59		046375		
		R	3/18/2016	473.04		046375		
		R	3/18/2016	473.04		046375		2,441.73
0566	SURENCY LIFE AND HEALTH I-VES201603027180 VISION INSURANCE I-VES201603157206 VISION INSURANCE I-VMC201603027180 VISION INSURANCE I-VMC201603157206 VISION INSURANCE I-VME201603027180 VISION INSURANCE I-VME201603157206 VISION INSURANCE I-VMF201603027180 VISION INSURANCE I-VMF201603157206 VISION INSURANCE I-VMS201603027180 VISION INSURANCE I-VMS201603157206 VISION INSURANCE	R	3/18/2016	37.33		046376		
		R	3/18/2016	8.84		046376		
		R	3/18/2016	24.93		046376		
		R	3/18/2016	24.93		046376		
		R	3/18/2016	32.34		046376		
		R	3/18/2016	32.34		046376		
		R	3/18/2016	96.84		046376		
		R	3/18/2016	96.84		046376		
		R	3/18/2016	29.04		046376		
		R	3/18/2016	29.04		046376		412.47
0705	UNITED HEALTHCARE I-M1C201603027180 MEDICAL INSURANCE- EMP COST I-M1C201603157206 MEDICAL INSURANCE- EMP COST I-M1E201603027180 MEDICAL INSURANCE- EMP COST I-M1E201603157206 MEDICAL INSURANCE- EMP COST I-M1F201603027180 MEDICAL INSURANCE- EMP COST I-M1F201603157206 MEDICAL INSURANCE- EMP COST I-M1S201603027180 MEDICAL INSURANCE- EMP COST I-M1S201603157206 MEDICAL INSURANCE- EMP COST	R	3/18/2016	30,640.18		046377		
		R	3/18/2016	56.29		046377		
		R	3/18/2016	84.42		046377		
		R	3/18/2016	84.42		046377		
		R	3/18/2016	354.60		046377		
		R	3/18/2016	354.60		046377		
		R	3/18/2016	60.51		046377		
		R	3/18/2016	60.51		046377		31,695.53

3/31/2016 9:04 AM
 VENDOR SET: 02 City of Valley Center
 BANK: APBK INTRUST CHECKING
 DATE RANGE: 0/00/0000 THRU 99/99/9999

A/P HISTORY CHECK REPORT

PAGE: 5

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0025	MIKE JOHNSON SALES, INC. MIKE JOHNSON SALES, INC.	R	3/25/2016	40.00		046380		40.00
0035	BARRY ARBUCKLE BARRY ARBUCKLE	R	3/25/2016	800.00		046381		800.00
0059	CITY OF WICHITA 150,000 GAL SLUDGE HAULED 2/16	R	3/25/2016	6,000.00		046382		6,000.00
0061	EDNA BUSCHOW EDNA BUSCHOW	R	3/25/2016	5,312.95		046383		5,312.95
0092	TYLER TECHNOLOGIES INC TYLER TECHNOLOGIES INC	R	3/25/2016	19,023.11		046384		19,023.11
0107	KPOA - KANSAS PEACE OFFICERS A KPOA - KANSAS PEACE OFFICERS A	R	3/25/2016	300.00		046385		300.00
0110	LKM - LEAGUE OF KANSAS MUNICIPAL LKM - LEAGUE OF KANSAS MUNICIPAL	R	3/25/2016	114.30		046386		114.30
0156	BEALL & MITCHELL, LLC BEALL & MITCHELL, LLC	R	3/25/2016	1,850.00		046387		1,850.00
0229	SEDGWICK CO. HEALTH DEPT - BIL SEDGWICK CO. HEALTH DEPT - BIL	R	3/25/2016	917.38		046388		917.38
0239	A T & T KANSAS A T & T KANSAS DES SUBSTATION VALLEY CREEK PUMP STN	R R R	3/25/2016 3/25/2016 3/25/2016	1,169.66 119.46 119.46		046389 046389 046389		1,408.58
0284	KDHE BUREAU OF ENVIRONMENTAL R KDHE BUREAU OF ENVIRONMENTAL R KDHE BUREAU OF ENVIRONMENTAL R	R R	3/25/2016 3/25/2016	20.00 10.00		046390 046390		30.00
0321	DECKER ELECTRIC TREATMENT PLANT AIR COMPRESSOR	R	3/25/2016	36.00		046391		36.00
0404	SECURITY 1ST TITLE SECURITY 1ST TITLE	R	3/25/2016	1,600.00		046392		1,600.00
0457	CHRISTOPHER MICHAEL LEE DAVIS, CHRISTOPHER MICHAEL LEE DAVIS,	R	3/25/2016	125.00		046393		125.00

3/31/2016 9:04 AM
 VENDOR SET: 02 City of Valley Center
 BANK: APBK INTRUST CHECKING
 DATE RANGE: 0/00/0000 THRU 99/99/9999

A/P HISTORY CHECK REPORT

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0601	JOY K. WILLIAMS, ATTORNEY AT L							
I-201603247251	JOY K. WILLIAMS, ATTORNEY AT L	R	3/25/2016	1,350.00		046394		1,350.00
0731	COMMERCIAL TURF & TRACTOR							
I-201603247247	SEEDAVATOR	R	3/25/2016	13,950.00		046395		13,950.00

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	50	329,381.87	0.00	329,381.87
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0			
	VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 02	BANK: APBK	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			50	329,381.87	0.00	329,381.87

3/31/2016 9:04 AM
 VENDOR SET: 03 City of Valley Center
 BANK: APBK INTRUST CHECKING
 DATE RANGE: 0/00/0000 THRU 99/99/9999

A/P HISTORY CHECK REPORT

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0017	KRISTINE POLIAN I-201603157213	R	3/18/2016	298.92		046369		298.92
0032	MATTHEW VOGT I-201603157210	R	3/18/2016	10.00		046370		10.00
0078	THEODORE HENRY I-201603157212	R	3/18/2016	160.37		046371		160.37
0056	SHANNON MEYER I-201603247248	V	3/25/2016	80.00		046378		80.00
0056	SHANNON MEYER M-CHECK	VOIDED	V 3/25/2016			046378		80.00CR
0056	SHANNON MEYER I-201603247253	R	3/25/2016	80.00		046379		80.00

* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		4	629.29	0.00	549.29
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		0	0.00	0.00	0.00
EFT:		0	0.00	0.00	0.00
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:		0	VOID DEBITS 0.00 VOID CREDITS 80.00CR	0.00	80.00CR

TOTAL ERRORS: 0

VENDOR SET: 03	BANK: APBK	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			4	549.29	0.00	549.29
BANK: APBK	TOTALS:		54	329,931.16	0.00	329,931.16
REPORT TOTALS:			55	329,851.16	0.00	329,931.16

SELECTION CRITERIA

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

CHECK SELECTION

CHECK RANGE: 046341 THRU 046395
 DATE RANGE: 0/00/0000 THRU 99/99/9999
 CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
 INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

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

STAFF REPORTS

A. Finance and Administration Director Polian

B. Chief of Police Hephner

C. Fire Chief Tormey

D. Community Development Director Ryan Shrack

E. City Superintendent Holper

F. Parks & Public Buildings Superintendent Owings

G. City Engineer Golka

H. City Attorney Arbuckle

I. Interim City Administrator Kolb

MEMO**TO:** City of Valley Center**DATE:** April 5, 2016**PROJECT NO.:** 35-13208-2502**PROJECT:** Valley Center – City Engineer**ATTENTION:** Mayor Dove and Members of Council**FROM:** Josh Golka, P.E.**REFERENCE:** Project Status Update**COPIES TO:** George Kolb, Brent Holper, MDK

Please advise immediately of any misconceptions or omissions you believe to be contained herein.

Shown below is a list of current PEC projects with status updates:

Projects:

Ford, Ramsey, and Meridian Paving, Drainage, and Pump Station (12486)

- Staff and UCI met March 16, 2016 with UCI to discuss excessive rock in backfill throughout project.
- Contractor to rake, remove excess rock, and refinish areas with excessive rock along Meridian, Ramsey, Ford, and pond area.
- Retainage reduced to remaining items of work.

Leeker's North Driveway (12486-002)

- Traffic impact study approved by Council.
- Vogts-Parga notified of additional study pending – work on hold.
- Traffic counts completed March 22nd & 23rd.
- Presentation of traffic impact study to Council tentatively scheduled April 19, 2016.

Standard Construction Specifications (13208-003)

- Final draft construction specifications provided for staff review.

Goff, Fieldstone, and Clover Safe Routes to School (13692)

- NOI permit submitted to KDHE.
- Ordinance for temporary construction easements approved by Council.
- Revised submittal provided for KDOT review including standard permit, right of way, and utility forms submitted.
- Bid summer 2016.

Emporia Bicycle and Pedestrian Path (13800)

- NOI permit submitted to KDHE.
- Updates to plans based on Staff and KDOT review comments.
- Additional survey needed.
- Bid summer 2016.

Emporia Waterline Improvements (14122-005)

- Final payment made to McCullough Excavation.
- Final costs of the project to be totaled and provided to City for review and issuance of payment to the Recreation Commission in accordance with cost sharing agreement.

5th Street Paving Improvements (14323)

- Preliminary concept geometry ongoing.
- Schedule pre-design kickoff meeting with KDOT to determine required traffic impact study and coordination efforts.
- Construction programmed for FY 2017.

Water Supply Study (15454)

- Presentation of final study April 5, 2016 regular Council meeting.
- Meeting with City of Wichita on water contract March 31, 2016.

Waste Water Treatment Plant Evaluation (15454-001)

- Revised evaluation provided for staff review.

Master Drainage Plan (15665)

- PEC submitted preliminary draft of drainage areas of concern for staff review.
- Open house meeting to follow staff review.

Bicycle and Pedestrian Master Plan Update (13208-004)

- Kickoff meeting held with Staff on March 10, 2016.
- Updated maps provided for Staff review and comment.

Miscellaneous Items:

- Final review and coordination for 93rd Street paving plans with County. Advertising March 26, 2016.
- Reviewed Pool parking lot pavement condition.

Warranty Dates for Construction Projects:

March 31, 2016 McLaughlin Bicycle and Pedestrian Path (13386)

August 26, 2016 Industrial Park Paving and Drainage (13436)

May 8, 2017 Valley Creek Waterline and Sanitary Sewer (14899-001/002)

July 8, 2017 Valley Creek Paving and Drainage (14899-000)

February 12, 2018 Waterline Improvements along Emporia Avenue (14122-005)

GOVERNING BODY REPORTS

A. Mayor Dove

B. Councilmember Kerstetter

C. Councilmember Cicirello

D. Councilmember Gregory

E. Councilmember McGettigan

F. Councilmember Maschino

G. Councilmember L. Jackson

H. Councilmember Anderson

I. Councilmember Hobson

ADJOURN