

# CITY OF VALLEY CENTER

**FINAL AGENDA**

**OCTOBER 16, 2014**

*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.*

## **OCTOBER 21, 2014**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. INVOCATION: MINISTERIAL ALLIANCE**
- 4. PLEDGE OF ALLEGIANCE**
- 5. APPROVAL OF AGENDA p 3**
- 6. CLERK'S AGENDA p 4**
  - A. Minutes p 4
    - October 7, 2014 Regular Council Meeting p 5
  - B. Appropriation Ordinance p 9
  - C. Treasurer's Report - September p 17
- 7. PRESENTATIONS / PROCLAMATIONS p 20**
- 8. PUBLIC FORUM (*Citizen input and requests*) p 20**
- 9. APPOINTMENTS p 20**
- 10. COMMITTEES, COMMISSIONS p 20**
- 11. OLD BUSINESS p 21**
  - A. Ordinance 1280-14; Amending City Code Chapter 7.12 "Solid Waste Collection", 2<sup>nd</sup> reading p 22
- 12. NEW BUSINESS p 25**
  - A. Review of 2015 Employee Health Insurance Program p 26
  - B. Recommendation from Economic Development Board (regarding incentives for expansion of an Industrial Park business) p 35
  - C. Consideration of Agreement for Emergency Veterinary and Shelter Services p 41
  - D. Ordinance 1281-14, Amending Title 6, 'Animals Control Regulations' of the Valley Center Municipal Code, 1<sup>st</sup> reading p 49
  - E. Executive Session (Non-Elected Personnel Matters) p 79
- 13. CONSENT AGENDA p 80**
  - A. Revenue and Expense Summaries - September 2014 p 81
  - B. Delinquent Accounts for Collection p 96

**13. CONSENT AGENDA CONTINUED**

C. Check Reconciliation – September 2014 p 101

D. Waste Management 3<sup>rd</sup> Quarter Reports p 105

**14. STAFF REPORTS p 108****15. GOVERNING BODY REPORTS p 118****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](mailto: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](http://www.valleycenter-ks.gov) or call (316) 755-7310.*

## **APPROVAL OF AGENDA**

### **RECOMMENDED ACTION:**

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

## **CLERK'S AGENDA**

### **A. MINUTES:**

Attached are the Minutes from the October 7, 2014 Regular City Council Meeting as prepared by the Assistant City Clerk.

REGULAR COUNCIL MEETING  
OCTOBER 07, 2014  
CITY HALL  
121 S. MERIDIAN

Mayor McNown called the meeting to order at 7:00 p.m. with the following members present: Judith Leftoff, Lou Cicirello, Terry Ishman, Laurie Dove, Marci Maschino, Lionel Jackson, Benjamin Anderson, and Al Hobson.

Members Absent: None

Staff Present: Joel Pile, City Administrator  
Kristine Polian, City Clerk  
Jose Santiago, Assistant City Clerk  
Mark Hephner, Police Chief  
Lonnie Tormey, Fire Chief  
Warren Utecht, Community Development Director  
Brenton Holper, City Superintendent  
Neal Owings, Parks and Public Buildings Superintendent  
Mike Kelsey, City Engineer

Press present: The Ark Valley News

### **APPROVAL OF THE AGENDA**

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

### **CLERK'S AGENDA**

#### **A. MINUTES**

- September 16, 2014 Regular Council Meeting

Anderson moved, seconded by Maschino, to approve the Minutes of the September 16, 2014 Regular Council Meeting as presented. Vote Yea: Unanimous. Motion carried.

#### **B. APPROPRIATION ORDINANCE – 10/07/2014**

Cicirello moved, seconded by Dove, to approve the October 07, 2014 Appropriation Ordinance as presented. Vote Yea: Unanimous. Motion carried.

### **PRESENTATIONS/PROCLAMATIONS**

#### **A. MEDAL OF VALOR PRESENTATION**

Chief Hephner presented Officer Virginia Crice with the Medal of Valor after the Awards Committee recommended her for her response to a potentially deadly situation. Earlier this year, Officer Crice and Officer G. Jackson responded to a disturbance call on Main Street, where a resident was shooting a firearm towards a group of attendees at a party at

**PRESENTATIONS/PROCLAMATIONS (CONTINUED)**

Valleyview Apartments. Officer Crice was integral in talking the suspect into dropping his firearm instead of having to use deadly force, ultimately avoiding any injuries to anyone involved.

**PUBLIC FORUM** - None

**APPOINTMENTS** - None

**COMMITTEES, COMMISSIONS** – No Questions/Comments.

**OLD BUSINESS** - None

**NEW BUSINESS**

**A. ORDINANCE 1280-14; AMENDING CITY CODE CHAPTER 7.12 "SOLID WASTE COLLECTION, 1<sup>ST</sup> READING**

An Ordinance of the City of Valley Center, Kansas providing for requirements for service and use of refuse containers within The City of Valley Center amending Title 7 of the Valley Center, Kansas, Municipal Code by amending Chapter 7.12 "Solid Waste Collection".

- Proposed changes come at the request of City Prosecutor, Terry Beall, to aid in prosecuting cases where individuals fail to maintain solid waste service.

Cicirello moved, seconded by Dove, to adopt Ordinance 1280-14; amending Title 7 of the Valley Center, Kansas Municipal Code by amending Chapter 7.12 "Solid Waste Collection", for 1<sup>st</sup> reading. Motion carried.

**CONSENT AGENDA**

**A. Waste Management, 2nd Quarter Reports**

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

**STAFF REPORTS****CITY CLERK POLIAN**

Polian stated the 2014 LKM (League of Kansas Municipalities) annual conference will be held in Wichita from October 11<sup>th</sup> through October 13<sup>th</sup>. Polian asked those interested in attending the Conference to let her know and she will get them registered.

**CHIEF OF POLICE HEPHNER**

Hephner stated his department participated in the KDOT "Click it or Ticket it" program a few months ago, and they won a handheld radar detector worth approximately \$2,000 for the City.

## **STAFF REPORTS (CONTINUED)**

### FIRE CHIEF TORMEY

Tormey stated during the Fire Prevention week they will be at the Elementary School, Wednesday through Friday, doing presentations. Also, there will be an Open House at the Valley Center Fire Station between October 6<sup>th</sup>- October 9<sup>th</sup> from 6:00 – 8:00 pm.

### CITY SUPERINTENDENT HOLPER

Holper stated streets were maintained with the annual slurry and chip seal treatments. Holper said the Kansas Department of Health and Environment (KDHE) completed a sanitary survey inspection of the public water supply system. Holper presented Council with the plans of the City to address these deficiencies and recommendations.

### CITY ADMINISTRATOR PILE

Pile stated the City Hall received few Fall Festival complaints; the police department said it went very well. Pile asked Council to notify him of any issues they have heard about as soon as possible so these issues can be addressed prior to the Chamber's request for the 2015 Fall Festival activities. Pile stated the health insurance renewal notice was received, and he was happy to announce the renewal cost was lower than the City's budgeted amount; the topic would be discussed further at the next Council meeting.

## **GOVERNING BODY REPORTS**

### MAYOR MCNOWN

McNown congratulated Officer Crice on her award and thanked Chief Hephner for bringing it to the Council. McNown stated the SCAC (Sedgwick County Association of Cities) meeting is scheduled for October 11, 2014 at the Westar facility.

### COUNCILMEMBER ISHMAN

Ishman extended his appreciation to Officer Crice and the police staff for their efforts.

Hobson moved, seconded by Maschino, to adjourn the meeting at 7:20 pm. Vote Yea: Unanimous. Motion carried.

**Meeting adjourned at 7:20 PM.**

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**Jose A. Santiago, Assistant City Clerk**

**CLERK'S AGENDA**  
**RECOMMENDED ACTION**

**A. MINUTES:**

**RECOMMENDED ACTION:**

**Staff recommends motion to approve the minutes of the October 7, 2014 Regular Council Meeting Minutes as presented / amended.**



10/14/2014 2:09 PM

A/P HISTORY CHECK REPORT

PAGE: 1

VENDOR SET: 02 City of Valley Center

BANK: APBK INTRUST CHECKING

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0085	LAURIE B WILLIAMS							
I-REB201410015593	CASE # 13-12943	R	10/03/2014	200.00		044911		200.00
0210	SECURITY BENEFIT							
I-SCB201410015593	DEFERRED COMPENSATION	R	10/03/2014	63.00		044912		63.00
0313	VANTAGEPOINT TRANS AGENTS							
I-ICM201410015593	PLAN NUMBER 302196 457 D.C.	R	10/03/2014	15.00		044913		15.00
0372	U S DEPT OF EDUCATION							
I-JED201410015593	ACCT # 1002461211	R	10/03/2014	175.37		044914		175.37
0421	FAMILY SUPPORT PAYMENT CENTER							
I-JHC201410015593	CASE # 11LWAD00059	R	10/03/2014	67.00		044915		67.00
0113	VALLEY OFFSET PRINTING, INC.							
C-90324 CREDIT	VALLEY OFFSET PRINTING, INC.	R	10/03/2014	126.00CR		044916		
D-201410025594	VALLEY OFFSET PRINTING, INC.	R	10/03/2014	126.00		044916		
I-90444	BUSINESS CARDS	R	10/03/2014	82.00		044916		82.00
0153	THE ARK VALLEY NEWS							
I-ACCT# 06-1124	AUG ARKVALLEYPUBLICATIONS	R	10/03/2014	302.64		044917		302.64
0196	P E C (PROFESSIONAL ENGINEERIN							
I-511790	AUG'14 MONTHLY RETAINER	R	10/03/2014	798.60		044918		
I-511791	VC SIDEWALK-MCLAUGHLIN	R	10/03/2014	1,250.00		044918		
I-511792	VC INDUSTRIAL PAVE/DRAINAGE	R	10/03/2014	12,891.21		044918		
I-511793	VC IND'L PK PAVE/DRAINAGE	R	10/03/2014	124.75		044918		15,064.56
0198	P S I							
I-0007807	SONIC WALL RENEWAL 2015	R	10/03/2014	357.00		044919		357.00
0257	CNA SURETY							
I-POLICY 71029023	POLIAN BONDING 2015	R	10/03/2014	192.50		044920		192.50
0509	NOWAK CONSTRUCTION CO., INC.							
I-69TH N & SENECA ST	69TH ST N AND SENECA	R	10/03/2014	53,612.17		044921		53,612.17
0555	JORDAN NOONE							
I-1206	MOWED 7117 N CLARENCE	R	10/03/2014	120.00		044922		120.00
0061	EDNA BUSCHOW							
I-SEP'14 CO TAX DRAW	SEPT'14 SG CO TAX DRAW	R	10/03/2014	17,795.41		044925		17,795.41

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A/P HISTORY CHECK REPORT

PAGE: 2

VENDOR SET: 02 City of Valley Center

BANK: APBK INTRUST CHECKING

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0035	BARRY ARBUCKLE							
I-ARBUCKLE-ATTORNEY	ATTORNEY MONTHLY SRVC PAYMENT	R	10/10/2014	800.00		044926		800.00
0445	DELTA DENTAL OF KANSAS, INC.							
C-JHILL PAST DUE PAY	DELTA DENTAL OF KANSAS, INC.	R	10/10/2014	69.62CR		044927		
I-DDS201409035589	DENTAL INSURANCE	R	10/10/2014	142.65		044927		
I-DDS201409165591	DENTAL INSURANCE	R	10/10/2014	142.65		044927		
I-DEC201409035589	DENTAL INSURANCE	R	10/10/2014	123.68		044927		
I-DEC201409165591	DENTAL INSURANCE	R	10/10/2014	123.68		044927		
I-DES201409035589	DENTAL INSURANCE	R	10/10/2014	156.85		044927		
I-DES201409165591	DENTAL INSURANCE	R	10/10/2014	156.85		044927		
I-DFM201409035589	DENTAL INSURANCE	R	10/10/2014	1,101.69		044927		
I-DFM201409165591	DENTAL INSURANCE	R	10/10/2014	1,101.69		044927		2,980.12
0009	VERIZON WIRELESS SERVICES, LLC							
I-9732498169	OCT'14 VERIZON WIRELESS	R	10/10/2014	560.14		044931		560.14
0036	PETTY CASH - CITY HALL							
I-PETTYCASH-CITYHALL	SG CO REG OF DEEDS	R	10/10/2014	47.00		044932		47.00
0069	KANSAS DEPT REVENUE							
I-02-02391000(7)0914	3RD QTR 2014 FEES	R	10/10/2014	2,096.10		044933		2,096.10
0077	KANSAS OFFICE OF THE TREASURER							
I-SEP'14COURTREVENU	SEP'14 COURT REVENUE	R	10/10/2014	2,287.74		044934		2,287.74
0128	HI-PLAINS SAND INC							
I-7351	'14 CHIP SEAL STREET PROG	R	10/10/2014	97,432.80		044935		97,432.80
0131	KUNSHEK CHAT & COAL INC							
I-6395	SALT DELIVERY TO PUBLIC W	R	10/10/2014	2,824.64		044936		2,824.64
0153	THE ARK VALLEY NEWS							
I-ACCT # 06-1124	SEP'14 ADS, LEGALS, ORDINA	R	10/10/2014	340.48		044937		340.48
0156	BEALL, MITCHELL AND SULLIVAN,							
I-SEP'14 PROSECUTION	SEP'14 PROSECUTOR CONTRAC	R	10/10/2014	1,500.00		044938		1,500.00
0198	P S I							
I-1409073-IN	SEP'14 MONTHLY SUPPORT	R	10/10/2014	2,092.50		044939		2,092.50
0249	APAC - KANSAS INC							
I-8000124340	PATCHING'14 STREETPROGRAM	R	10/10/2014	8,383.28		044940		8,383.28

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PAGE: 3

VENDOR SET: 02 City of Valley Center

BANK: APBK INTRUST CHECKING

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0259	CRAIN CHEMICAL COMPANY							
I-M472708	OIL BASE FLOOR SWEEP/GRIT	R	10/10/2014	189.95		044941		189.95
0315	WASTE MANAGEMENT OF WICHITA							
I-6274628-2738-7	SEP'14 TRASH SERVICES	R	10/10/2014	29,244.10		044942		29,244.10
0542	GIANT COMMUNICATIONS							
I-ACCT # 00011302	OCT'14 GIANT PHONE SRVC	R	10/10/2014	1,520.49		044943		1,520.49
0555	JORDAN NOONE							
I-1213	MOWED 700 N ABILENE	R	10/10/2014	60.00		044944		
I-1214	MOW S622.29FT W 700FT SW	R	10/10/2014	550.00		044944		610.00
0582	LAUTZ LAW, LLC							
I-CS 14 338	REPRESENTED CS 14 338	R	10/10/2014	150.00		044945		150.00
0587	DELL BUSINESS CREDIT AKA FINAN							
I-DELL# 691389577	OFFICE '13 NEW LICENSES	R	10/10/2014	1,623.62		044946		1,623.62
0601	JOY K. WILLIAMS, ATTORNEY AT L							
I-SEP'14PUBLICDEFEND	SEP'14 DEFENDER CONTRACT	R	10/10/2014	1,000.00		044947		1,000.00
0615	VINCENT J. GARCIA							
I-DOCKET 2014-090857	DOCKET 2014-090857	R	10/10/2014	150.00		044948		150.00
0616	EVOQUA WATER TECHNOLOGIES LLC							
I-901870632	BEARINGS-AERATION BASIN	R	10/10/2014	4,714.60		044949		4,714.60

** T O T A L S **	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	34	248,594.21	0.00	248,594.21
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00

VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 02 BANK: APBK TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	34	248,594.21	0.00	248,594.21

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A/P HISTORY CHECK REPORT

PAGE: 4

VENDOR SET: 03 City of Valley Center

BANK: APBK INTRUST CHECKING

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0003	CATHERINE A. SEXTON							
	I-OCT'14SR CNTRCONTR OCT'14SR CNTR COORDINATOR	R	10/03/2014	1,125.00		044923		1,125.00
0062	TIFFANY L. WALTON-HOFT							
	I-KACM 2014 CONFEREN KACM 2014 CONFERENCE	R	10/03/2014	206.62		044924		206.62
0014	JOEL D PILE							
	I-SEP'14MILEREIMBURS SEP'14 MILE REIMBURSEMENT	R	10/10/2014	100.80		044950		100.80
0028	MARK HEPHNER							
	I-IACP PER DIEM OCT'14 IACP CONFERENCE	R	10/10/2014	210.00		044951		210.00
0050	LLOYD C. NEWMAN							
	I-IACP PER-DIEM OCT'14 IACP CONFERENCE	R	10/10/2014	210.00		044952		210.00
0062	TIFFANY L. WALTON-HOFT							
	I-SEP'14MILEREIMBURS SEP'14MILESREIMBURSEMENT	R	10/10/2014	18.35		044953		18.35

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	6	1,870.77	0.00	1,870.77
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 03 BANK: APBK TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	6	1,870.77	0.00	1,870.77

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A/P HISTORY CHECK REPORT

PAGE: 5

VENDOR SET: 04 City of Valley Center

BANK: APBK INTRUST CHECKING

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	PATRY, THOMAS M ETUX							
I-000201410085595	BP REFUND	R	10/10/2014	75.41		044928		75.41
1	BENEFIELD, CHRISTOPH							
I-000201410085596	BP REFUND	R	10/10/2014	75.41		044929		75.41
1	BETSWORTH, LARRY & D							
I-000201410085597	BP REFUND	R	10/10/2014	75.43		044930		75.43

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	3	226.25	0.00	226.25
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 04 BANK: APBK TOTALS:	3	226.25	0.00	226.25
BANK: APBK TOTALS:	43	250,691.23	0.00	250,691.23
REPORT TOTALS:	43	250,691.23	0.00	250,691.23

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A/P HISTORY CHECK REPORT

PAGE: 6

SELECTION CRITERIA

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VENDOR SET: \* - All

VENDOR: ALL

BANK CODES: All

FUNDS: All  
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CHECK SELECTION

CHECK RANGE: 044911 THRU 045709

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

CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99

INCLUDE ALL VOIDS: YES  
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PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES

PRINT G/L: NO

UNPOSTED ONLY: NO

EXCLUDE UNPOSTED: NO

MANUAL ONLY: NO

STUB COMMENTS: NO

REPORT FOOTER: NO

CHECK STATUS: NO

PRINT STATUS: \* - All  
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**CLERK'S AGENDA**  
**RECOMMENDED ACTION**

**B. APPROPRIATION ORDINANCE:**

**RECOMMENDED ACTION:**

**Staff recommends motion to approve the October 21, 2014 Appropriation Ordinance as presented / amended.**

**CLERK'S AGENDA**

**C. TREASURER'S REPORT for SEPTEMBER 2014:**

10-07-2014 01:56 PM

CITY OF VALLEY CENTER

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MTD TREASURERS REPORT

AS OF: SEPTEMBER 30TH, 2014

FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	M-T-D EXPENSES	CASH BASIS BALANCE	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
010-GENERAL FUND	513,751.60	180,833.38	184,857.35	509,727.63	0.00	3,213.08	512,940.71
020-SPECIAL PARKS AND REC	24,967.02	1,585.36	0.00	26,552.38	0.00	0.00	26,552.38
030-SPECIAL ALCOHOL AND DRUGS	27,405.00	1,585.35	0.00	28,990.35	0.00	0.00	28,990.35
110-EMPLOYEE BENEFITS	577,106.39	54,077.65	27,792.43	603,391.61	0.00	0.00	603,391.61
111-FLEXIBLE SPENDING ACCT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
125-FIRE VEHICLE REPLACEMENT	640.30	0.00	0.00	640.30	0.00	0.00	640.30
126-BUILDING EQUIP RESERVE	111,177.90	0.00	0.00	111,177.90	0.00	0.00	111,177.90
127-EQUIPMENT RESERVE	188,666.50	0.00	0.00	188,666.50	0.00	0.00	188,666.50
128-PUBLIC WORKS BUILDING	8,627.24	0.00	0.00	8,627.24	0.00	0.00	8,627.24
140-LIBRARY	16,457.98	17,795.41	0.00	34,253.39	0.00	0.00	34,253.39
150-SPECIAL HIGHWAY	555,840.37	65,773.01	62,923.09	558,690.29	0.00	356.79	559,047.08
160-EMERGENCY EQUIPMENT	137,541.49	3,952.25	0.00	141,493.74	0.00	0.00	141,493.74
210-PAYROLL CLEARING	37.62	0.00	0.00	37.62	0.00	0.00	37.62
220-ACTIVE AGING	3,153.18	0.00	1,125.00	2,028.18	0.00	0.00	2,028.18
225-PARK BEAUTIFICATION FUND	3,186.56	0.00	0.00	3,186.56	0.00	0.00	3,186.56
230-BUSINESS IMPROVEMENT DIST	1,143.50	0.00	0.00	1,143.50	0.00	0.00	1,143.50
240-D.A.R.E.	5,268.64	0.00	0.00	5,268.64	0.00	0.00	5,268.64
245-VETERANS FLAG REWARD FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-DRUG TAX DISTRIBUTION	5,346.73	0.00	0.00	5,346.73	0.00	0.00	5,346.73
260-LAW ENFORCE BLOCK GRANT	2,500.00	0.00	0.00	2,500.00	0.00	0.00	2,500.00
280-ADSAP	3,159.80	0.00	0.00	3,159.80	0.00	0.00	3,159.80
340-CAPITAL IMPROVEMENT FUND	3,354.07	0.00	0.00	3,354.07	0.00	0.00	3,354.07
350-CAPITAL PROJECTS FUND	5,847,450.33	27,564.00	42,180.30	5,832,834.03	0.00	0.00	5,832,834.03
410-BOND & INTEREST	2,288,679.51	108,335.69	1,220.00	2,395,795.20	0.00	0.00	2,395,795.20
610-WATER OPERATING	921,251.92	173,348.31	128,122.00	966,478.23	23,754.99	4,605.65	947,328.89
611-METER DEPOSIT	87.60	0.00	0.00	87.60	0.00	0.00	87.60
612-STORMWATER UTILITY FUND	219,211.51	15,377.50	137.41	234,451.60	14.64	0.00	234,436.96
613-SOLID WASTE UTILITY	158,641.26	32,986.87	29,549.57	162,078.56	( 344.70)	0.00	162,423.26
614-WATER MAINTENANCE RESERVE	7,780.37	0.00	0.00	7,780.37	0.00	0.00	7,780.37
615-WATER IMPROVEMENT FUND	146,497.48	0.00	0.00	146,497.48	0.00	0.00	146,497.48
616-WATER LOAN PRIN & INT	162,580.88	0.00	0.00	162,580.88	0.00	0.00	162,580.88
617-07 WATER LOAN P & I	43,864.54	0.00	0.00	43,864.54	0.00	0.00	43,864.54
619-WATER SURPLUS RESERVE	455,846.91	0.00	0.00	455,846.91	0.00	0.00	455,846.91
620-SEWER OPERATING	340,077.37	91,573.99	49,728.93	381,922.43	1,296.64	774.15	381,399.94
621-SEWER OPERATION & MAINT	14,795.22	0.00	0.00	14,795.22	0.00	0.00	14,795.22
623-07 SEWER LOAN P & I	50,763.88	0.00	0.00	50,763.88	0.00	0.00	50,763.88
625-1993 SEWER BOND RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
626-1993 SEWER BOND P & I	0.00	0.00	0.00	0.00	0.00	0.00	0.00
627-1993 SEWER DEPRECIATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
628-SEWER SURPLUS RESERVE	178,051.54	0.00	0.00	178,051.54	0.00	0.00	178,051.54
629-1997 SEWER BOND P & I	1,837.50	0.00	0.00	1,837.50	0.00	0.00	1,837.50
630-1997 SW BOND DEPR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
631-1997 SW BOND RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
633-2001 SW BOND P & I	138,753.31	0.00	0.00	138,753.31	0.00	0.00	138,753.31
634-2001 SW REV BOND DEPR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
635-2001 SW BOND RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL	13,165,503.02	774,788.77	527,636.08	13,412,655.71	24,721.57	8,949.67	13,396,883.81
	=====	=====	=====	=====	=====	=====	=====

\*\*\* END OF REPORT \*\*\*

**CLERK'S AGENDA**

**RECOMMENDED ACTION**

**C. TREASURER'S REPORT for SEPTEMBER 2014:**

**RECOMMENDED ACTION:**

**Staff recommends motion to receive and file the September 2014 Treasurer's Report.**

## **PRESENTATIONS / PROCLAMATIONS**

### **PUBLIC FORUM**

### **APPOINTMENTS**

### **COMMITTEES, COMMISSIONS**

**OLD BUSINESS****A. ORDINANCE 1280-14; AMENDING CITY CODE  
CHAPTER 7.12 "SOLID WASTE COLLECTION, 2<sup>nd</sup>  
READING:**

An Ordinance of the City of Valley Center, Kansas providing for requirements for service and use of refuse containers within The City of Valley Center amending Title 7 of The Valley Center, Kansas, Municipal Code by amending Chapter 7.12 "Solid Waste Collection".

- Ordinance 1280-14

**ORDINANCE NO. 1280-14**

**AN ORDINANCE OF THE CITY OF VALLEY CENTER, KANSAS PROVIDING FOR REQUIREMENTS FOR SERVICE AND USE OF REFUSE CONTAINERS WITHIN THE CITY OF VALLEY CENTER AMENDING TITLE 7 OF THE VALLEY CENTER, KANSAS, MUNICIPAL CODE BY AMENDING CHAPTER 7.12 “SOLID WASTE COLLECTION”**

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

**Section 1.** The Valley Center Municipal Code, Title 7, “Health and Sanitation,” Chapter 7.12, “Solid Waste Collection,” Section 7.12.020, “Requirements for and use of refuse containers,” is hereby amended to read as follows:

**7.12.020 Requirements for service and use of refuse containers**

Except as otherwise provided in this chapter, each person in possession or control of any premises upon or from which refuse accumulates shall *be required to subscribe for, use, and shall pay for, the regular refuse collection and disposal services provided by the city directly or by a city approved contractor. The owners or occupants of all residential property upon which refuse or rubble is produced or accumulated shall be given the type and frequency of services, according to the rates set forth by the city council and* shall provide or cause to be provided one or more suitable containers for storing and disposing of such refuse or other solid waste. Such containers, when the contents thereof are required by this chapter to be collected by the city, shall be provided by the city directly or by a contractor.

**Section 2.** The Valley Center Municipal Code, Title 7, “Health and Sanitation,” Chapter 7.12, “Solid Waste Collection,” Section 7.12.080, “Penalties,” subsection A and B is hereby amended to read as follows:

**7.12.080 Penalties**

- A. Any person convicted of violating any subsections ~~1, 2, 3, 4, 5 or 6~~ of subsection A of Section ~~5.28.070~~ 7.12.070 shall be guilty of a class “C” violation. Each day or portion thereof during which such violation occurs or continues shall be deemed to constitute a separate offense.
- B. Any person convicted of violating ~~of~~ subsection (A) (11) of Section ~~5.28.070~~ 7.12.070 in addition to any other rights, remedies or penalties provided herein, may cause the city to arrange for the collection and disposal of solid waste, and the owner shall be responsible for all costs incurred by the city.

**Section 3. Severability.** Those sections, paragraphs, and provisions of Chapter 7.12 of the City of Valley Center Municipal Code which are not expressly amended or repealed by this Ordinance are hereby reenacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portions of the City of Valley Center Municipal Code other than those expressly amended or repealed in Sections 1 and 2 of this Ordinance.

If any section, subsection, sentence, clause, phrase or word of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The council hereby declares that it would have passed this ordinance and each section subsection, sentence, clause, phrase, and words thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or words have been declared invalid or unconstitutional, and if for any reason this ordinance should be declared invalid or unconstitutional, then the remaining ordinance provisions will be in full force and effect.

**Section 4. Applicability and Effective Date** This ordinance shall be included in the code of the City of Valley Center, Kansas and shall be in full force and effect from and after its passage and after publication according to law.

**PASSED AND APPROVED by the Governing Body of the City of Valley Center, Kansas, this \_\_\_\_ day of \_\_\_\_\_ 2014.**

First Reading: October 7, 2014

Second Reading: \_\_\_\_\_

{SEAL}

\_\_\_\_\_  
Michael McNown, Mayor

ATTEST:

\_\_\_\_\_  
Kristine A. Polian, City Clerk

**OLD BUSINESS**

**RECOMMENDED ACTION**

**A. ORDINANCE 1280-14; AMENDING CITY CODE  
CHAPTER 7.12 "SOLID WASTE COLLECTION, 2<sup>nd</sup>  
READING:**

Should Council choose to proceed,

**RECOMMENDED ACTION:**

**Staff recommends motion to adopt Ordinance 1280-14; amending Title 7 of the Valley Center, Kansas Municipal Code by amending Chapter 7.12 "Solid Waste Collection", for 2<sup>nd</sup> reading**

**NEW BUSINESS****A. REVIEW OF 2015 EMPLOYEE HEALTH INSURANCE PROGRAM:**

Presentation by:  
Gary Hardman  
of  
Arthur J. Gallagher & Co.

- Staff Recommendation for 2014 - 2015 Health Insurance
- Exhibit 1 - Summary of Health Benefits
- Exhibit 2 - Summary of Dental Benefits
- Exhibit 3 - Summary of Hardware Vision Benefits
- Exhibit 4 - Summary of Exam & Hardware Vision Benefits
- Exhibit 5 - Summary of Proposed Payroll Deductions



### **Health Insurance**

We recommend accepting the health insurance renewal offered by Coventry Health Care (an Aetna Company) effective December 1, 2014. The Coventry premiums are **decreasing** approximately 26% without changing plans. The major reason for this decrease is due to the City's early adoption of Healthcare Reform's method to calculate premium rates.

Healthcare Reform requires health plans with less than 50 employees to begin using age banded premiums beginning with their 2015 renewal date. The age band method charges premiums based on the age of each employee, dependent and child. Coventry provides us with premium rates for each age band and we pay the premiums based on the ages. Due to the fact our employees are younger than the average, our rates decrease by adopting the age band method.

A summary of the health benefits are attached in Exhibit 1.

### **Dental Insurance**

We recommend renewing the dental plan insured by Delta Dental Plan of Kansas one month early on December 1, 2014. The dental plan currently renews January 1, 2015, but by renewing on December 1, 2014, the dental plan and health plan will renew on December 1<sup>st</sup>. The premium rates will remain unchanged through November 30, 2015 with no change in benefits.

A summary of the dental benefits are attached in Exhibit 2.

### **Vision Insurance**

We recommend renewing the vision plan insured by Surency one month early on December 1, 2014. The vision plan currently renews January 1, 2015, but by renewing on December 1, 2014, the vision plan and health plan will renew on December 1<sup>st</sup>. The premium rates will remain unchanged through November 30, 2015 with no change in benefits.

We are also recommending offering a second vision plan and allowing employees to choose the vision plan best meeting their needs. Effective December 1, 2015, the health insurance plan will cover vision exams after meeting the deductible and a \$40 copay. The second vision plan includes an eye exam covered at 100%. Employees will be allowed to choose either plan.

A summary of the \$200 Hardware vision benefits is attached in Exhibit 3 and the new Exam and Hardware vision benefits is attached in Exhibit 4.

**City's Contribution to Health Insurance**

The City currently pays 100% of the Employee Only premium for both health insurance plans and pays 100% the dependent premium for the SA2000 plan. If an employee enrolls in the SA1000 plan, the employee is responsible for the difference between SA 2000 and SA1000 dependent premium. Tobacco users currently pay an additional \$50.00 per month.

We recommend the City pay 100% of the SA2000 premium for employee and dependent coverage. An employee using tobacco will pay \$50.00 per month.

If an employee chooses to enroll in the SA1000 plan, the premium for the SA2000 plan will be applied to the SA1000 plan and the employee will be responsible for the difference between the SA1000 and SA2000 premiums. Tobacco users will pay an additional \$50.00 per month.

A summary of the proposed payroll deductions are attached in Exhibit 5.

**Medical Flex Spending Account**

As an incentive to employees to enroll in the SA2000 plan, the City currently contributes \$500 per year to the employee's Medical Flex Spending Account. This contribution may be used to pay eligible medical, dental and vision expenses on a tax free basis.

We recommend employees enrolling in the SA2000 plan continue to receive a \$500 contribution. Employees enrolling in the SA1000 will receive a \$250 contribution. Employees eligible for health insurance but choose to not enroll will receive a \$750 contribution.

We are also recommending having employees participate in biometric screenings and complete a health risk assessment. For employees enrolled in the City's health insurance plan, the cost is paid as a medial claim by Coventry. If employees participate in the biometric screening and complete the health risk assessment, an additional \$250 will be contributed to the employee's Medical Flex Spending Account. Employees not enrolled in the City's health insurance plan, the cost to the City is \$75.00 for female employees and \$85.00 for male employees.

# Medical

Effective:

**Exhibit 1**

			Preferred Health			
			Current Plan - POS SA1000		Current Plan - POS SA2000	
<b>Physician Services</b>						
Office Visits			\$20 Copay		\$20 Copay	
Primary Care Physician			\$40 Copay after ded		\$40 Copay after ded	
Specialist Physician			\$0 Copay <sup>1</sup>		\$0 Copay <sup>1</sup>	
Vision Exam			\$20 Copay initial visit only		\$20 Copay initial visit only	
Prenatal and Post Partum Physician Services						
<b>Preventive Services</b>						
Health Care Reform Required			100% Coverage		100% Coverage	
<b>Other Medical Services</b>						
Deductible						
Individual			\$1,000		\$2,000	
Family Maximum			\$3,000		\$6,000	
Out of Pocket Maximum						
Individual Maximum			\$1,000		\$2,000	
Family Maximum			\$3,000		\$6,000	
Outpatient Surgery			0% after ded		0% after ded	
Emergency Services						
Urgent Care Facility			\$40 Copay after ded		\$40 Copay after ded	
Hospital Emergency Room <i>(waived if admitted)</i>			\$150 Copay after ded		\$150 Copay after ded	
Ambulance			\$100 Copay after ded		\$100 Copay after ded	
In-Patient Services			\$250 Copay per adm		\$250 Copay per adm	
Outpatient Hospital Lab			\$0 Copay		\$0 Copay	
Outpatient Hospital X-ray			0% after ded		0% after ded	
MRI, CT Scans and PET Scans			0% after ded		0% after ded	
<b>Plan Provisions</b>						
Plan Type / Referrals Required			POS - Yes		POS - Yes	
Network Name			PHS - POS		PHS - POS	
Lifetime Maximum			Unlimited		Unlimited	
Dependents Eligibility			Up to Age 26		Up to Age 26	
<b>Prescription Drugs</b>						
Retail Pharmacy <i>(34 Day Supply)</i>						
Tier 1A			\$3 Copay		\$3 Copay	
Tier 1B			\$15 Copay		\$15 Copay	
Tier 2			\$30 Copay after ded		\$30 Copay after ded	
Tier 3			\$55 Copay after ded		\$55 Copay after ded	
Tier 4			N/A		N/A	
Tier 5			N/A		N/A	
<b>Monthly Premium Rates</b>						
	SA1000	SA2000	Current Plan - POS SA1000		Current Plan - POS SA2000	
			<b>Current</b>	<b>Renewal</b>	<b>Current</b>	<b>Renewal</b>
Employee Only	6	5	\$498.74	\$514.21	\$446.17	\$460.01
Employee + Spouse	3	3	\$1,072.29	\$1,105.55	\$959.27	\$989.02
Employee + Child(ren)	0	4	\$997.48	\$1,028.42	\$892.34	\$920.02
Family	4	15	\$1,571.03	\$1,619.76	\$1,405.44	\$1,449.03
<b>Total Monthly Premiums</b>	<b>13</b>	<b>27</b>	<b>\$12,493.43</b>	<b>\$12,880.95</b>	<b>\$29,759.62</b>	<b>\$30,682.64</b>
				<b>3.1%</b>		<b>3.1%</b>

Creditable Coverage

Yes

Yes

<sup>1</sup>Limited to one (1) exam and refraction per benefit period

<sup>2</sup>Refraction services limited to one (1) exam every 24 months

<sup>3</sup>Includes the deductible, coinsurance (if applicable) and copays

## Comparison December 1, 2014

Systems / Coventry	
Affordable Care Act - POS SA1000	Affordable Care Act - POS SA2000
\$20 Copay \$40 Copay after ded <sup>2</sup> Same as physician office visit <b>\$0 Copay</b>	\$20 Copay \$40 Copay after ded <sup>2</sup> Same as physician office visit <b>\$0 Copay</b>

100% Coverage	100% Coverage
---------------	---------------

\$1,000 <b>\$2,000</b>  <b>\$4,000<sup>3</sup></b> <b>\$8,000<sup>3</sup></b> 0% after ded  \$40 Copay after ded <b>\$200 Copay after ded</b> \$100 Copay after ded \$250 Copay per adm \$0 Copay 0% after ded 0% after ded	\$2,000 <b>\$4,000</b>  <b>\$6,350<sup>3</sup></b> <b>\$12,700<sup>3</sup></b> 0% after ded  \$40 Copay after ded <b>\$200 Copay after ded</b> \$100 Copay after ded \$250 Copay per adm \$0 Copay 0% after ded 0% after ded
--	---

POS - Yes PHS - POS Unlimited Up to Age 26	POS - Yes PHS - POS Unlimited Up to Age 26
---	---

\$3 Copay \$15 Copay <b>\$40 Copay after ded</b> <b>\$75 Copay after ded</b> <b>30% after ded</b> <b>40% after ded</b>	\$3 Copay \$15 Copay <b>\$40 Copay after ded</b> <b>\$75 Copay after ded</b> <b>30% after ded</b> <b>40% after ded</b>
---	---

Affordable Care Act - POS SA1000	Affordable Care Act - POS SA2000
Each person has their own premium	Each person has their own premium
<b>\$11,047.88</b>	<b>\$20,418.07</b>

-11.6%

-31.4%

Yes

Yes

Physician Services
Office Visits Primary Care Physician Specialist Physician Vision Exam Prenatal and Post Partum Physician Services

Preventive Services
Health Care Reform Required

Other Medical Services
Deductible Individual Family Maximum Out of Pocket Maximum Individual Maximum Family Maximum Outpatient Surgery Emergency Services Urgent Care Facility Hospital Emergency Room <i>(waived if admitted)</i> Ambulance In-Patient Services Outpatient Hospital Lab Outpatient Hospital X-ray MRI, CT Scans and PET Scans

Plan Provisions
Plan Type / Referrals Required Network Name Lifetime Maximum Dependents Eligibility

Prescription Drugs
Retail Pharmacy <i>(34 Day Supply)</i> Tier 1A Tier 1B Tier 2 Tier 3 Tier 4 Tier 5

Monthly Premium Rates	SA1000	SA2000
	Employee Only	6
Employee + Spouse	3	3
Employee + Child(ren)	0	4
Family	4	15
<b>Total Monthly Premiums</b>	<b>13</b>	<b>27</b>



## Exhibit 2

REVISED: October 7, 2014  
September 30, 2014

Kristine Polian  
City of Valley Center  
PO Box 188  
Valley Center, KS 64147-0188

RE: **Renewal of Group Dental Contract**  
Group #24302-52

Dear Kristine Polian:

Your contract with Delta Dental of Kansas will renew on **December 1, 2014**. It is our pleasure to serve you and your employees again and we are committed to our continued partnership.

Delta Dental is pleased to inform you that your dental premium rates will remain the same for your **December 1, 2014** renewal. Effective **December 1, 2014**, the premium for your dental coverage will remain as follows:

	<u>Current Rates</u>	<u>New Rates</u>	
Employee:	\$31.69	\$31.69	No Increase
Employee + Spouse:	\$62.74	\$62.74	No Increase
Employee + Child(ren):	\$61.83	\$61.83	No Increase
Family:	\$105.11	\$105.11	No Increase

**NOTE: Group moving from a January 1 renewal date to a December 1 renewal date.**

Enclosed is a policy endorsement to indicate your acceptance of this renewal. If options are provided, please initial the box next to your preferred option, then sign and return the endorsement via fax to (316) 462-3329, or email to [marketing@deltadentalks.com](mailto:marketing@deltadentalks.com). **This endorsement must be returned to us by November 1, 2014 to ensure timely submission of your group's renewal.** Please attach a signed copy of the endorsement to your current contract. *If the signed endorsement is not returned prior to your renewal date shown above, your group will be re-enrolled at current benefit levels with the new rates noted above.*

As your Account Executive, I am pleased to lead your Account Management Team and am personally committed to providing you with service and account management excellence. You may reach me directly at (316) 462-3371 or by email at [khoffman@deltadentalks.com](mailto:khoffman@deltadentalks.com). Jessica Long will work with you as your Account Manager and will be able to assist you with questions related to benefits, eligibility, claims and billing. She can be reached directly at (316) 462-3321 or by email at [jlong@deltadentalks.com](mailto:jlong@deltadentalks.com). We look forward to the continued opportunity to be of service to you and your employees.

Sincerely,

Kristen Hoffman  
Account Executive

KH/kam

Enclosure

cc: Gallagher Benefit Svcs-Wichita

DELTA DENTAL OF KANSAS  
1619 N. Waterfront Parkway  
P.O. Box 789769  
Wichita, KS 67278-9769

Main Telephone:	316-264-1099	800-733-5823	Fax: 316-462-3393
Customer Service:	316-264-4511	800-234-3375	Fax: 316-462-3392
Marketing & Sales:	316-264-8413	800-264-9462	Fax: 316-462-3329
Eligibility & Enrollment:	316-264-4511	800-234-3375	Fax: 316-462-3394



Exhibit 3

surency.com

REVISED: October 7, 2014  
September 30, 2014

Ms. Kristine Polian  
City of Valley Center  
PO Box 188  
Valley Center, KS 67147-0188

RE: **Surency – Renewal of Group Vision**  
Group #24302-52

Dear Ms. Polian:

We consider it both a pleasure and a great opportunity to serve you and your employees with the Surency Vision product under the Surency Life & Health umbrella. Your contract with Surency will renew on **December 1, 2014**.

Effective with your **December 1, 2014** Surency vision renewal, your rates will be as follows:

	<u>Current Rates</u>	<u>New Rates</u>
Employee:	\$ 8.43	\$ 8.43 – No Increase
Employee + Spouse:	\$17.68	\$17.68 – No Increase
Employee + Children:	\$15.17	\$15.17 – No Increase
Family:	\$29.48	\$29.48 – No Increase

**NOTE: 2<sup>nd</sup> year of a 3 year agreement; No Increase for 2015 and 2016. Group moving from a January 1 renewal date to a December 1 renewal date.**

A policy endorsement is enclosed to indicate your acceptance of this renewal. Please sign and return the endorsement via fax to (316) 462-3329, or email to [marketing@surency.com](mailto:marketing@surency.com). **This endorsement must be returned by November 1, 2014 to ensure timely submission of your group's renewal.** Please attach a signed copy of the endorsement to your current contract. *If the signed endorsement is not returned prior to your renewal date shown above, your group will be re-enrolled at current benefit levels with the new rates noted above.*

As your Account Executive, I am pleased to lead your Account Management Team and am personally committed to providing you with service and account management excellence. You may reach me directly at (316) 462.3371 or by email at [khoffman@surency.com](mailto:khoffman@surency.com). Jessica Long will work with you as your Account Manager and will be able to assist you with questions related to benefits, eligibility, claims and billing. She can be reached directly at (316) 462-3321 or by email at [jlong@surency.com](mailto:jlong@surency.com). We look forward to the continued opportunity to be of service to you and your employees.

If you have any questions regarding your renewal, please feel free to contact your agent or me at anytime.

Sincerely,

Kristen Hoffman  
Account Executive

KH/kam  
Enclosures

cc: Gallagher Benefit Svcs-Wichita

Surency Life & Health Insurance Company  
9300 W. 110th St.  
Bldg 55, Suite 450  
Overland Park, KS 66210

MAIN TELEPHONE :  
CUSTOMER SERVICE :

888-316-5986 ..... FAX: 913-381-8312  
866-818-8805 ..... FAX: 316-462-3392



Exhibit 4

**Summary of Proposed Vision Plan Benefits**  
**CITY OF VALLEY CENTER**  
**Effective for December 1, 2014**

SERVICES	IN NETWORK MEMBER COST	OUT OF NETWORK ALLOWANCES	FREQUENCY
<b>Vision Examination with Dilation as Necessary</b>	\$10	\$35	Once every 12 months
<b>Contact Lens Fit and Follow-Up:</b> (Contact lens fit and two (2) follow-up visits are available once a comprehensive eye exam has been completed.)	\$0	\$40	Once every 12 months
<b>Standard</b> -spherical clear contact lenses in conventional wear and planned replacement (Examples include but not limited to disposable, frequent replacement, etc.)		\$40	Once every 12 months
<b>Premium</b> -all lens designs, materials and specialty fittings other than Standard Contact Lenses (Examples include toric, multifocal, etc.)	10% off Retail, then apply \$55 Allowance	\$40	Once every 12 months
<b>Frames:</b> Any available frame at provider location.	\$130 Allowance	\$65	Once every 12 months
<b>Standard Plastic Lenses:</b> Single Vision Bifocal Trifocal	\$25 Copay \$25 Copay \$25 Copay	\$25 \$40 \$55	Once every 12 months
<b>Lens Options:</b> Standard Polycarbonate  UV Coating Tint (Solid and Gradient) Standard Scratch-Resistance Standard Anti-Reflective Coating Standard Progressive (Add-on to Bifocal) Premium Progressive Other Add-Ons and Services	Adults: \$40, Dependents: under 19 \$0 \$15 \$15 \$15 \$45 \$65 \$65+ 80% of Retail, less \$120 20% off Retail Price	\$25    Not Covered	Once every 12 months   Once every 12 months
<b>Contact Lenses:</b> (Contact lens allowance includes materials only) (Allowance not available if eyeglass lenses are elected) Conventional  Disposable  Medically Necessary	\$130 allowance, 15% off balance over \$130  \$130 allowance  \$0	\$100  \$100  \$200	Once every 12 months

**Service frequencies are computed by calendar year, not date of service.**

A child is eligible for coverage under the Plan if the child is under the age of twenty-six (26).

**Monthly Rates:**

Employee:	\$9.23
Employee + Spouse:	\$19.36
Employee + Child(ren):	\$16.61
Family:	\$32.28

**Rates are guaranteed for 2 years.**

**SEE SECTION ON EXCLUSIONS AND LIMITATIONS FOR ADDITIONAL INFORMATION**

**This is a Summary of benefits only, and various exceptions and limitations may apply. Your actual coverage is described in the Agreement which is binding on all of the parties and supersedes all other written or oral communications.**

10.03.2014 CMS  
Plan Design #072

## Exhibit 5

# City of Valley Center

## Employee Insurance Deductions Effective December 1, 2014

**PROPOSED - NOT FINAL**

	<u>2014-15 Monthly Premium</u>	<u>Monthly Tobacco Surcharge</u>	<u>Total Monthly Premium</u>	<u>City's Monthly Contribution</u>	<u>Employee's Monthly Contribution</u>	<u>Employee Pays Twice Monthly</u>
<b>Health Insurance Plan</b>						
<b>Non-Tobacco Users</b>						
<b>SA2000 Health Plan</b>						
Employee Only	328.14		328.14	328.14	0.00	0.00
Employee & Spouse	705.49		705.49	705.49	0.00	0.00
Employee & Children	656.27		656.27	656.27	0.00	0.00
Family	1,033.63		1,033.63	1,033.63	0.00	0.00
<b>SA1000 Health Plan</b>						
Employee Only	368.34		368.34	328.14	40.20	20.10
Employee & Spouse	791.93		791.93	705.49	86.44	43.22
Employee & Children	736.68		736.68	656.27	80.41	40.21
Family	1,160.27		1,160.27	1,033.63	126.64	63.32
<b>Tobacco Users</b>						
<b>SA2000 Health Plan</b>						
Employee Only	328.14	50.00	378.14	328.14	50.00	25.00
Employee & Spouse	705.49	50.00	755.49	705.49	50.00	25.00
Employee & Children	656.27	50.00	706.27	656.27	50.00	25.00
Family	1,033.63	50.00	1,083.63	1,033.63	50.00	25.00
<b>SA1000 Health Plan</b>						
Employee Only	368.34	50.00	418.34	328.14	90.20	45.10
Employee & Spouse	791.93	50.00	841.93	705.49	136.44	68.22
Employee & Children	736.68	50.00	786.68	656.27	130.41	65.21
Family	1,160.27	50.00	1,210.27	1,033.63	176.64	88.32
<b>Dental Insurance Plan</b>						
Employee Only	31.69		31.69		31.69	15.85
Employee & Spouse	62.74		62.74		62.74	31.37
Employee & Children	61.83		61.83		61.83	30.92
Family	105.11		105.11		105.11	52.56
<b>Vision Insurance Plan</b>						
<b>\$200 Hardware Plan</b>						
Employee Only	8.43		8.43		8.43	4.22
Employee & Spouse	17.68		17.68		17.68	8.84
Employee & Children	15.17		15.17		15.17	7.59
Family	29.48		29.48		29.48	14.74
<b>Exam and Hardware</b>						
Employee Only	9.23		9.23		9.23	4.62
Employee & Spouse	19.36		19.36		19.36	9.68
Employee & Children	16.61		16.61		16.61	8.31
Family	32.28		32.28		32.28	16.14

**NEW BUSINESS**

**RECOMMENDED ACTION**

**A. REVIEW OF 2015 EMPLOYEE HEALTH INSURANCE PROGRAM:**

Should Council choose to proceed,

**RECOMMENDED ACTION:**

**Staff recommends motion to approve FY 2014-2015 Employee Health Insurance Program.**

**NEW BUSINESS****B. RECOMMENDATION FROM ECONOMIC DEVELOPMENT BOARD:**

Recommendation from Economic Development Board regarding incentives for expansion on an Industrial Park business.

- Minutes of the Economic Development Board, October 14, 2014 Meeting

## ECONOMIC DEVELOPMENT BOARD MINUTES

6:59 P.M., Tuesday, October 14, 2014  
Valley Center City Hall at 121 S. Meridian Avenue

### CALL MEETING TO ORDER

Meeting was called to order by Ben Anderson, Chairperson.

### Those in attendance:

Ron Colbert	Ben Anderson
Marshella Peterson	Mike Bonner

**Those absent:** Casey Carlson and Jake Jackson

### MINUTES

Motion was made and seconded to approve the February 18, 2014 minutes. Motion was unanimous.

### NEW BUSINESS

**City Cash Incentive/Tax Rebate offer to Safarik Co (Bob Boorigie)** After discussion of the merits for granting such an exemption and based on the amount of investment and number of employees projected in the initial letter from Bob Boorigie, it is recommended the City do the following:

1. Make a cash payment of \$10,000 at the closing of the Foster property to supplement the applicant's land purchase.
2. If the petitioner shows progress towards his business plan (purchasing Foster property, begin construction of a 10,000 sq. ft. addition, and purchasing additional machinery in 2015), the Economic Development Board recommends the City grant a 100% tax rebate back to Safarik Company following payment of their 2015 tax bill (\$4,767.72 in 2013).
3. Information will be presented to the School Board by the city for consideration of a tax abatement of Safarik's 2015 taxes (\$1,933.92 in 2013).
4. Based on progress made in 2015, the petitioner could become eligible to apply for a 6 year tax abatement agreement starting in 2016. The abatement agreement would be reviewed by the Economic Development Board and approved by the City Council. Each year, the agreement would be reviewed by the Economic Development Board with a recommendation to the City Council documenting the applicant continues to meet agreed upon employment levels, added tax base, and productivity.

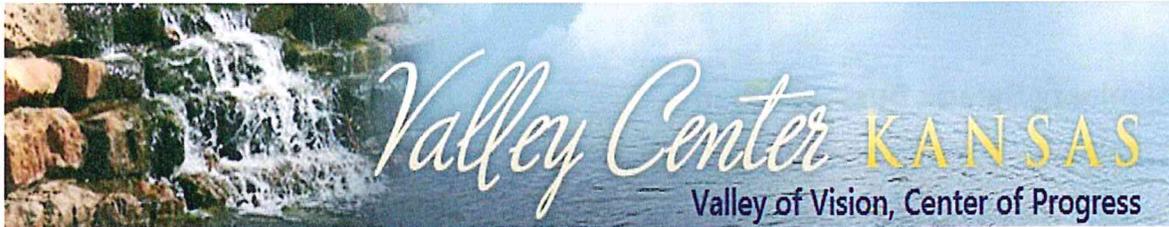
A motion was made by Marshella Peterson and seconded by Mike Bonner to make the recommendation to the City Council. Motion was unanimous.

### ADJOURNMENT

At 7:18 p.m. a motion was made and seconded to adjourn the meeting. Motion was unanimous.

Respectfully submitted,

/ Warren Utecht /  
Warren Utecht, Economic Development Board Secretary  
WU/dt



**DATE:** October 14, 2014

**TO:** Economic Development Board

**FROM:** Warren Utecht, Community Development Director

**RE:** Review and make a recommendation to the City Council regarding a City Cash Incentive/Tax Rebate offer to Safarik Co (Bob Boorigie)

**BACKGROUND:**

Safarik Tool Company was established in 1962 and has evolved from a small tool and die shop to a full production machining company. Their website states they are an "AS9100 Rev C certified company that can produce one off prototype parts or full production runs in the thousands".

Allan Safarik has been President of Safarik Tool since March, 1990. The company is located at 400 W Clay as shown in the pictures below:



A proposal, as outlined below, is being made by Bob Boorigie to purchase the building (already owns the Safarik Business) and expand it in the timeframe shown on the following page.

City Staff is recommending a phased incentive package as follows:

1. Offer to assist purchase of Jim Foster parcel to the west \$10,000 out of the Economic Development Fund
2. Offer Tax Rebates based on amount of investment and number of new employees. The City has done this for Valley Offset in the past and continue to grant tax abatements for Retro-Systems and National Plastics color.

**Valley Center Community Development  
Warren Utecht, Director**

121 S. Meridian  
P.O. Box 188  
Valley Center, KS 67147

Phone: (316) 755-7310  
Fax: (316) 755-7319

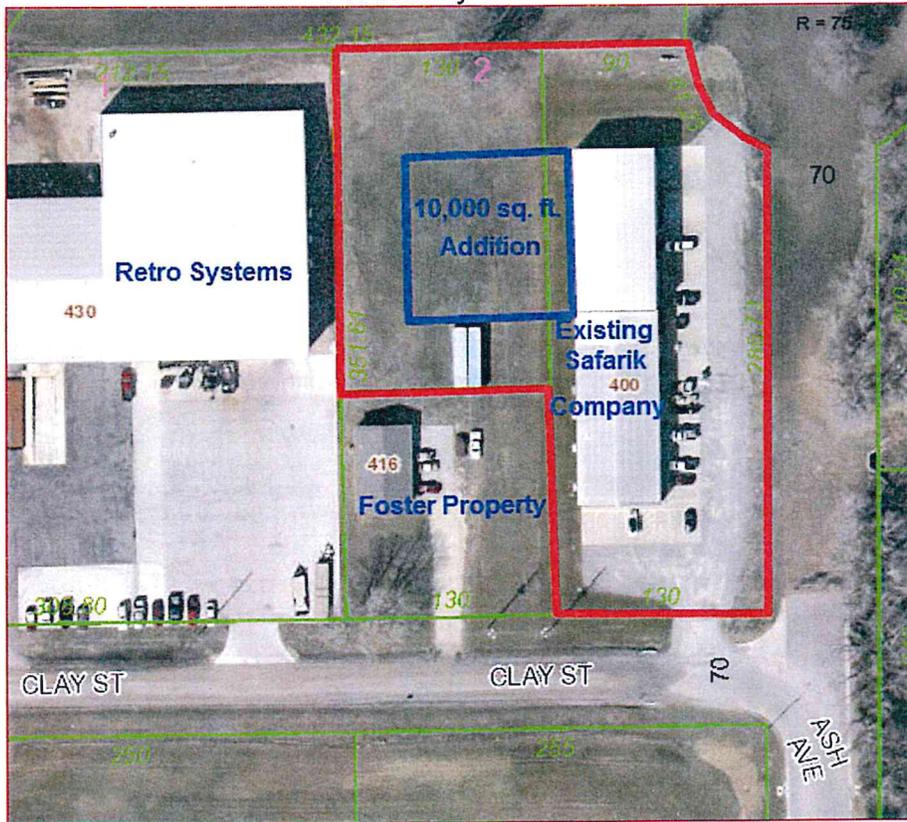
Email: [communitydevelopment@valleycenterks.org](mailto:communitydevelopment@valleycenterks.org)

### Preliminary Safarik Business Plan

Action item	Timeframe	Cost	No. of new Employees	City Incentives
Purchase current SFT building	By 11-15-14	\$300,000		
Purchase land from Jim Foster	By 12-10-14	\$85,000		\$10,000
Cleanout Safarik building and remodel facility	By 11-15-14	\$10,000		
Replace two (2) machines	By 12-15-14	\$210,000		
Hire two more operators	Immediately	\$52,000	2	
Build 10,000 sq. ft. Addition for Aerospace sheet metal fabrication and longer machining	2015	\$400,000		
Electrical, Plumbing & HVAC	2015	\$68,000		
Parking lot for new employees	2015	\$26,000		
In 12-18 months, add second shift			8-10	
Plant Equipment, subject to contracts	2015	400,000 to 600,000		
Preliminary Investment and staffing		\$1,200,000	10-12 w/Payroll of 300-400 K	Tax Rebate First Year

Based on progress made by the petitioner in 2015, the property owner could apply for the Tax Abatement Program in 2016.

Preliminary Site Plan



**Recommendation:**

Based on the amount of investment and number of employees projected in the initial letter from Bob Boorigie, it is recommended the City do the following:

1. Make a cash payment of \$10,000 at the closing of the Foster property to supplement the applicant's land purchase.
2. If the petitioner shows progress towards his business plan (purchasing Foster property, begin construction of a 10,000 sq. ft. addition, and purchasing additional machinery in 2015), the Economic Development Board recommends the City grant a 100% tax rebate back to Safarik Company following payment of their 2015 tax bill.
3. Information will be presented to the School Board to consider a tax abatement for 2015 taxes.
4. Based on progress made in 2015, the petitioner could become eligible to apply for a 6 year tax abatement agreement starting in 2016. The abatement agreement would be reviewed by the Economic Development Board and approved by the City Council. Each year, the agreement would be reviewed by the Economic Development Board with a recommendation to the City Council documenting the applicant continues to meet agreed upon employment levels, added tax base, and productivity.

**NEW BUSINESS**

**RECOMMENDED ACTION**

**B. RECOMMENDATION FROM ECONOMIC DEVELOPMENT BOARD:**

Should Council choose to proceed,

**RECOMMENDED ACTION:**

**Staff recommends motion to ADOPT / MODIFY / DENY recommendation of the Economic Development Board.**

**NEW BUSINESS**

**C. CONSIDERATION OF AGREEMENT FOR EMERGENCY  
VETERINARY AND SHELTER SERVICES:**

An agreement between the City of Valley Center and Ark Valley Animal Hospital on behalf of Dr. Julie Evans, D.V.M.

**CITY OF VALLEY CENTER CONTRACT AGREEMENT – 2014  
FOR EMERGENCY AND SHELTER VETERINARY SERVICES  
WITH DR. JULIE EVANS**

**WHEREAS**, this agreement between the City of Valley Center, a duly organized municipal corporation, hereinafter referred to as the "**City**", and Ark Valley Animal Hospital on behalf of Dr. Julie Evans, D.V.M., hereinafter referred to as the "**Veterinarian**" is for a period of two years from October 22, 2014 to October 21, 2016 and shall automatically renew for an additional one (1) year period unless Shelter or City provide notice of withdrawal. However, the City or Shelter may terminate contract at any time if 30 days' notice is provided in writing. This Agreement shall be available to and binding upon the parties hereto and their respective successors in office. Any violation of this contract may result in its termination, and

**WHEREAS**, the City desires veterinary services to act as the City's Veterinary Agent in the treatment, care and disposal of sick and injured domestic animals; and

**WHEREAS**, the Veterinarian desires to provide the City with veterinary services at the Ark Valley Animal Hospital located at 122 N Park, Valley Center, Kansas, subject to the clinic meeting all building, zoning and public health record requirements, kept clean and sanitary as possible in accordance with applicable local, state and/or federal health and licensing standards, and

**IN WITNESS WHEREOF**, the parties have executed this agreement in duplicate, each copy to be treated as an original, as of the day and year first above written.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:**

For and in consideration of the premises and upon the terms and conditions hereinafter expressed, the parties hereto do hereby agree as follows:

1. **Description of Services.** The Veterinarian will supply only boarding for animals brought to the Veterinarian by the City's Police Department or Animal Control Officer for a period of up to 3 business days. In the event the owner/harbinger of said animal fails to claim said animal and no foster care or adoption has been secured after said time period (per K.S.A. 47-1710), the Veterinarian, after consultation with the City's Animal Control Officer, shall either euthanize said animal including disposal or transfer the animal.
2. **Food for Animals:** The Veterinarian shall be responsible for supplying adequate food for all animals. All animals shall be fed at least once daily and watered as often as needed.
3. **Boarding Fees:** When involving a stray animal, the City shall pay the boarding fee only if the owner does not claim the animal. Otherwise the owner will be required to pay the boarding fee claimed within 3 business days of its delivery to the shelter. Such fee is listed in Exhibit A and can be adjusted from time to time.

4. **Receiving Animals from Private Parties:** The City shall pay a boarding fee as established in Exhibit A for animals received from private parties who found the animal at large and are turned over to the Animal Control Officer or Police.
5. **Holding Period:**
  - a. All animals will be held for a period in accordance with K.S.A. 47-1710, which states *"An animal shall not be disposed of by an owner or operator of a pound or of an animal shelter as a pound until after expiration of a minimum of **three full days** of custody during which the **public has clear access to inspect and recover the animal through time periods ordinarily accepted as usual business hours**. During such time of custody, any owner or operator of such facility shall attempt to notify the owner or custodian of any animal maintained or impounded by such facility if such owner or custodian is known or reasonably ascertainable. Such an animal may at any time be released to the legal owner, moved to a veterinary hospital for treatment or observation, released in any manner, if such animal was a gift animal to an animal shelter or euthanized by a licensed veterinarian if it appears the animal is diseased or disabled beyond recovery for any useful purpose.*
  - b. The City Animal Control Officer may authorize in writing that an animal be held for a longer period of time than specified in K S.A 47-171
  - c. After the expiration of the holding period established in subsection a., the City regulating the operation of a Shelter shall have ownership of such animal and shall determine the method of disposition of any animal. Any Veterinarian releasing live animals to prospective owners shall comply with the provisions established in K S.A. 47-1731, and amendments thereto. Any proceeds derived from the sale or other disposition of such animals shall be paid directly to the Clerk of the City of Valley Center, and no part of such proceeds shall accrue to any individual.
6. **Diseased or Injured Animals:**
  - a. The Veterinarian shall immediately notify Animal Control of any animals presented to the shelter suffering from any contagious disease endangering the health of other animals in the shelter.
  - b. Animals presented to the Veterinarian as a result of accidents which disables the animal beyond recovery as determined by the Veterinarian, shall be dealt with according to K.S.A. 47-1710. The cost of any boarding and medical expenses shall be paid by the City for stray animals, and if claimed by the owner, such costs will be the owner's responsibility.
7. **Release of Animals Claimed by Owner:**
  - a. An injured animal can only be released after all claiming, medical, and boarding costs have been paid.
  - b. The City will retain the claiming fees and the Veterinarian will charge a boarding fee of \$14 per day for cats and \$20 a day for dogs.
  - c. Pickup of animals must occur during the shelter's office hours as posted on the building.

8. **Adoption:**

- a. Animals not claimed after 3 full business days in the shelter may be adopted, subject to consultation with the City's Animal Control Officer.
- b. All adoptions will be carried out in accordance with State regulations, which state that no animals may be transferred to the permanent custody of a prospective owner by an animal shelter, as defined by K S.A. 47-1731 and amendments thereto.
- c. Any adopted animal must either be surgically spayed and neutered before the physical transfer is made, or a prospective owner has the option of signing an agreement and paying a deposit to have the dog or cat spayed and neutered by a certified veterinarian within 6 months of the transfer. If such person does not reclaim the deposit within 6 months after receiving custody of the animal, the animal shelter shall keep the deposit and may reclaim the unsprayed and unneutered animal.

9. **Relationship of Parties.** It is understood by the parties that Veterinarian is an independent contractor with respect to the City, and not an employee of the City. The City will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Veterinarian.

10. **Employees:**

The Veterinarian employees, if any, who perform services for the City under this Agreement shall also be bound by the provisions of this Agreement. At the request of the City, the Veterinarian shall provide adequate evidence that such persons are the Shelter's employees.

11. **Injuries.**

The Veterinarian acknowledges its obligation to obtain appropriate insurance coverage for the benefit of the Veterinarian (and the Veterinarian's employees, if any). The Veterinarian waives any rights to recovery from the City for any injuries that the Veterinarian (and/or the Veterinarian's employees) may sustain while performing services under this agreement and that are a result of the negligence of the Veterinarian or the Veterinarian's employees.

12. **Taxes.** The Veterinarian understands he is responsible for any tax liability arising from this agreement specifically, including any tax withholding for its employees. The City shall not be responsible for, nor indemnify the Veterinarian for any federal, state, or local taxes, which may be imposed or levied upon the subject matter of this agreement.

13. **Compliance with Laws.** The Veterinarian shall comply with all state and federal laws, city ordinances, rules, regulations, policies, and directives relating to the services to be performed hereunder.

14. **Non-Discrimination.** The Veterinarian agrees to not unlawfully discriminate against any person because of race, religion, creed, color, age, sex, disability or national origin of ancestry in the execution and fulfillment of this agreement.

15. **Indemnification.** Neither party will agree to indemnify or hold the other harmless from any claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the City or the Veterinarian that result from the acts or omissions of either party or its employees or agents.
16. **Assignment.** The Veterinarian's obligations under this agreement may not be assigned or transferred to any other person, firm, or corporation without prior written consent of the City.
17. **Notices.** All notices required or permitted under this agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

<b>If for Veterinarian:</b> Ark Valley Animal Hospital % Dr. Julie Evans, D.V.M. 122 N Park Valley Center, KS 67147	<b>If for the City of Valley Center:</b> City of Valley Center 121 S. Meridian PO Box 188 Valley Center, KS 67147
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Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

**Entire Agreement.** This agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether written or oral. This agreement supersedes any prior written or oral agreements between the parties.

**Amendment.** This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**Severability.** If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

IN WITNESS WHEREOF, the parties have hereto executed this agreement as of the day and year first above written.

City of Valley Center Kansas

Ark Valley Animal Hospital

\_\_\_\_\_  
Michael D. McNown, Mayor

\_\_\_\_\_  
Dr. Julie Evans, D.V.M.

ATTEST:

\_\_\_\_\_  
Kristine A. Polian, City Clerk

October 21, 2014  
Date of Agreement

**Exhibit A**  
**Ark Valley Animal Hospital Veterinary Clinic Fees as of October 22, 2014**

**Boarding per Calendar Day:**

Cats \$12.00 per day

Dogs \$18.00 per day

**Injections:**

\$18.00 minimum and \$30.00 maximum, depending upon the type of antibiotics or pain medications

**Anesthesia:** \$42.00**Sedatives:** \$42.00**Euthanasia:** \$45.00**Disposal:** No cost**Intensive Care:** Variable: \$36.00 to \$68.00 per day

**Fluids:** Variable-intravenous vs. subcutaneous large animal vs. small animal  
\$20.00 to \$50.00 per day

**NEW BUSINESS**

**RECOMMENDED ACTION**

**C. CONSIDERATION OF AGREEMENT FOR EMERGENCY  
VETERINARY AND SHELTER SERVICES:**

Should Council choose to proceed,

**RECOMMENDED ACTION:**

**Staff recommends motion to approve the Agreement and authorize Mayor to sign.**

**NEW BUSINESS****D. ORDINANCE 1281-14, AMENDING TITLE 6, “ANIMAL CONTROL REGULATIONS” OF THE VALLEY CENTER MUNICIPAL CODE, FOR 1<sup>ST</sup> READING:**

An Ordinance of The Valley Center City Council amending Title 6 of the Valley Center, Kansas, Municipal Code “Animal Control Regulations”; and repealing all other ordinances or parts thereof in conflict herewith.

- Ordinance 1281-14
- Exhibit A

**ORDINANCE NO. 1281-14**

**AN ORDINANCE OF THE VALLEY CENTER CITY COUNCIL AMENDING TITLE 6 OF THE VALLEY CENTER, KANSAS, MUNICIPAL CODE “ANIMALS”; AND REPEALING ALL OTHER ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH.**

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

**Section 1.** The Valley Center Municipal Code, Title 6, “Animals” is hereby amended to read as follows:

**(EXHIBIT A)**

**Section 2. Severability.** Those sections, paragraphs, and provisions of Title 6 of the City of Valley Center Municipal Code which are not expressly amended or repealed by this Ordinance are hereby reenacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portions of the City of Valley Center Municipal Code other than those expressly amended or repealed in Section 1 of this Ordinance.

If any section, subsection, sentence, clause, phrase or word of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The council hereby declares that it would have passed this ordinance and each section subsection, sentence, clause, phrase, and words thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or words have been declared invalid or unconstitutional, and if for any reason this ordinance should be declared invalid or unconstitutional, then the remaining ordinance provisions will be in full force and effect.

**Section 3. Applicability and Effective Date.** All portions of former ordinances in conflict herewith are hereby repealed or superseded. This ordinance shall be in full force and effect from and after its passage and after publication according to law.

**PASSED AND APPROVED** by the Governing Body of the City of Valley Center, Kansas, this \_\_\_ day of \_\_\_\_\_, 2014.

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

{SEAL}

\_\_\_\_\_

Michael McNown, Mayor

ATTEST:

\_\_\_\_\_

Kristine A. Polian, City Clerk

## Title 6 ANIMAL CONTROL REGULATIONS

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## CHAPTER 6.04 DEFINITIONS

**Abandon Animal** means any animal in any place without proper provisions for its care, including abandoning an animal after its impoundment without reclaiming it or signing a surrender agreement.

**Animal** means any vertebrate or invertebrate organism of the kingdom Animalia, such as, but not limited to, dogs, cats, cattle, horses and other equines, buffalos, hogs, including pot-bellied pigs, goats, rabbits, sheep, chickens, ducks, geese, turkeys, pigeons and other fowl or wild animals, reptiles, fish, bees or birds that have been tamed, domesticated or captivated, except man.

**Animal control officer** means the Enforcement Officer of the City of Valley Center and/or that person's designee, or any other person or agency designated by the City of Valley Center to enforce the provisions of this chapter.

**Applicant** means a person at least eighteen (18) years of age who has filed a completed application that has not yet been acted upon by the Enforcement Officer.

**At large** means the act of an animal which constitutes:

- A. Being off the property of the owner; and/or
- B. Not being effectively physically restrained on a chain or leash or not being kept in a suitable fence or by another means of physical restraint from which the animal can escape.

**Attack** means violent or aggressive physical contact or attempted violent or aggressive physical contact with a person or domestic animal or violent or aggressive behavior that confines the movement of a person.

**Bite** means any penetration of the skin by teeth.

**Cat** means any member of the Felis Catus Family, male or female, regardless of the age.

**Commercial Kennel** means any kennel, lawfully located on a premises one-acre or more and meets all zoning regulations for such use and where no more than ten dogs, registered with a nationally recognized organization over the age of six months are owned, kept, or harbored for the purpose of breeding purebred or pedigreed dogs, provided, however, this definition shall not apply to zoos or to animal hospitals operated by veterinarians duly licensed under the laws of the State of Kansas.

**Confined Animal** means an animal that is on a leash, rope or chain which is securely fastened or picketed in a manner which is sufficient to keep the animal on the premises where picketed.

**Dangerous dog, as used in this Article, shall mean:**

- A. Any dog with a known propensity tendency or disposition to attack, to cause injury, or otherwise threaten the safety of human beings or domestic animals; or
- B. Any dog which in a vicious or threatening manner, approaches any person in apparent attack upon the person while on the streets, sidewalks, or any public grounds or places; or on private property;
- C. Any dog which attacks or bites, or has attacked or bitten a human being or domestic animal; or
- D. Any dog owned or harbored primarily or in part for the purpose of dog fighting, or any dog trained for dog fighting.

Notwithstanding the definition of a dangerous dog, no dog may be declared dangerous if any of the

following occurred upon a premise occupied by the owner or harborer of the dog:

- A. A person is injured due to willful trespass
- B. A person is injured as a result of committing a crime or other tort
- C. A person is injured as a result of teasing, tormenting, abusing, or assaulting the dog
- D. The dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.
- E. Injury or damage was sustained by a chicken or duck not in a fenced or enclosed area on its owner's premises.

Nothing in this Article shall be deemed to regulate or prohibit the lawful maintenance of dogs by law enforcement agencies.

~~**Dangerous animal** means any animal on the prohibited list in Chapter 6.22 or determined by the Valley Center Court as being any of the following:~~

- ~~A. Any animal which when unprovoked, in a vicious or terrorizing manner, approaches any person upon the streets, sidewalks or any public grounds or places in apparent attitude of aggressiveness or attack;~~
- ~~B. Any animal with a known propensity, tendency or disposition to attack without provocation, to cause injury or to otherwise endanger the safety of human beings or other domestic animals;~~
- ~~C. Any animal which bites, inflicts injury, assaults or otherwise attacks a human being or domestic animal without provocation on public or private property;~~
- ~~D. Any animal owned or harbored for the purpose of fighting or any animal trained for fighting.~~

**Dog** means any member of the Canis Familiaris, male or female, regardless of age.

**Dog License Tag** means a metallic tag approved by the city for animal identification.

**Dog Maintenance Agreement** means a contractual agreement between a property owner and City allowing up to 5 dogs on a single premise, renewed annually.

**Domestic Animal** means any of various animals that, in Valley Center, normally and customarily live on private property and normally and customarily depend on humans to willingly provide them with food and shelter. Such animals include, but are not limited to cats, dogs, bovines, horses, swine, fowl, sheep, and goats.

**Enclosure** means a fence or structure of at least six (6) feet in height, forming or causing an enclosure suitable to prevent the entry of young children and suitable to confine a dangerous dog. An enclosure shall be securely enclosed and locked and designed to prevent the animal from escaping from the enclosure. An enclosure shall have a secure top suitable to confine a dangerous dog. If such enclosure has no bottom secured to the sides, the sides must be embedded into the ground no less than one (1) foot.

~~**Enclosure** means any structure used or designed for use to restrict any animal to a limited amount of space, such as a room, pen, cage, compartment or hutch.~~

**Equine** means a horse, pony, mule, jenny, donkey or hinny.

**Fowl** means all animals that are included in the zoological class Aves.

**Habitual violator** means any person who is alleged to have committed a fourth or subsequent violation of any provision of this chapter if such violation has occurred within twelve (12) months of the first violation.

**Harbor** means to keep, to maintain, to have in one's possession, to have under one's control or to allow any animal to habitually remain or lodge or to be fed or to be given shelter or refuge within a person's home, store, yard, enclosure, outbuilding, abandoned vehicle or building, place of business, property or any other premises which a person owns, has possession or control of or on which the person resides.

**Hobby Kennel** means any kennel where more than four and less than ten animals are owned, harbored or kept for organized shows, breeding for exhibition, or for the enjoyment of the household; provided, however, this definition shall not apply to the Humane Society, animal shelter, animal research facilities, zoos, or to animal hospitals operated by veterinarians duly licensed under the laws of the State of Kansas, and all other regulations in this chapter are complied with.

**Impoundment** means animal placed in the animal shelter.

**Livestock** means any domesticated mammal intentionally reared in an agricultural setting for the purposes of profit or subsistence, whether for food, fiber, dairy, draft, breeding, sport purposes, or other product or labor. As such, livestock includes but is not limited to animals such as cattle, horses, sheep, hogs, pot-bellied pigs, lamas and fur-bearing animals,

**Microchip** means a small electronic device inserted beneath the skin, between the shoulder blades of an animal, which can be scanned for identification purposes.

**Owner** means the person owning, keeping, possessing or harboring any animal; or harboring any animal; or any person who feeds or shelters any stray animal for seventy two (72) or more consecutive hours without reporting such animal to the Code Enforcement Officer or who professes ownership of such animal.

**Owner** means an individual who has lawful title to a dog, including the keeper or harborer of the dog. A parent or legal guardian shall be deemed to be an owner of dogs owned or maintained by children upon their premises.

**Person** means an individual, organization, partnership or corporation.

**Pick up** means to put into physical custody and impound an animal at a City approved shelter or veterinary clinic/hospital.

**Premises** means any parcel of land and any structure thereon in which any animal regulated by this code is housed and/or confined.

**Pot-bellied pig** is a breed of domesticated pig originating in Vietnam that are about the size of a medium- or large-breed dog, though their bodies are denser at 20 to 300 pounds. Pot-bellied pigs can be easily discerned from other pig breeds by their size, upright ears, and straight tail.

**Running at Large** means any animal that is not confined within a shelter as defined herein or under the control of a person either by leash, cord, rope or chain.

**Trespass** means entering or remaining without consent upon property owned by others.

**Vaccination certificate** means a written document issued and signed by a veterinarian which attests to the rabies vaccination of a particularly described dog, cat, or ferret, and which contains the number of the metallic vaccination tag issued to such dog, cat, or ferret.

**Veterinarian** means a doctor of veterinary medicine currently licensed by the State of Kansas.

**Veterinarian's confirmation** means a written statement, issued and signed by a veterinarian, which attests that rabies vaccination of a particularly described dog or cat would be injurious to the animal because of its age or health.

**Wild animal** means a living mammal or marsupial which is normally found in the wild, and is not considered a domestic animal.

**CHAPTER 6.06  
VACCINATIONS OF DOGS, CATS, AND FERRETS**

**Sections:**

**6.06.01 Vaccinations Required..... 5**  
**6.06.02 Vaccinations Procedure ..... 5**  
**6.06.03 Exemptions ..... 6**  
**6.06.04 Violations ..... 6**

**6.06.01 Rabies Vaccinations required.**

The owner/harbored of any dog, cat or ferret aged five (5) months or older harbored in the City of Valley Center shall have such dog, cat or ferret vaccinated against rabies subject to the exemption contained in Section 6.06.

A. Time period. Rabies Vaccinations shall be obtained as set forth below:

1. Dogs. The first inoculation of a dog over five months old shall be for a period of one (1) year. Prior to the expiration of the first inoculation, the harbored/owner shall have the option of renewing the vaccination for a period of one (1) year (12 months) or three (3) years (36 months). The harbored/owner shall obtain a veterinarian's written certification annually or for the three (3) year period proving that the dog has been properly vaccinated and a new vaccination tag shall be assigned to each dog.
2. Cats. The first inoculation of a cat over five (5) months old shall be for a period of one (1) year. Each subsequent inoculation shall be obtained annually. The harbored/owner shall obtain a veterinarian's written certification annually proving the cat has been properly vaccinated.
3. Ferrets. The first inoculation of a ferret over five (5) months old shall be for a period of one (1) year. Each subsequent inoculation shall be obtained annually. The harbored/owner shall obtain a veterinarian's written certification annually that the ferret has been properly vaccinated.

B. Mandatory Requirements of owner/harbored. Each owner/harbored shall:

1. Have such dog's metallic vaccination tag secured to its collar, which shall be worn at all times by such animal, except when a veterinarian's confirmation has been issued for such animal;
2. Have in the harbored/owner's possession the vaccination certificate or veterinarian's confirmation at all times;
3. Show the vaccination certificate or veterinarian's confirmation immediately upon the request of Community Development, or the Code Enforcement Officer, police officer, or other authorized person.

**6.06.02 Vaccinations Procedure.**

The following procedure shall apply to all vaccinations:

- A. Inoculation must be performed by a person licensed to practice veterinary medicine in the State of Kansas.
- B. Inoculation must be with a prophylactic vaccine approved by the United States Department of Agriculture and listed in the current National Association of State and Public Health Veterinarian's Compendium of Rabies Control.
- C. Unless a licensed veterinarian certifies to Community Development or the Code Enforcement Officer that such vaccination would be injurious to such dog, cat or ferret due to its age or health, all dogs, cats or ferrets must be vaccinated on the schedule set forth in sec 6.06.01.
- D. The veterinarian administering the rabies vaccination shall issue a metallic tag for the particular animal vaccinated, on which tag shall be distinctly marked the veterinarian's name or veterinary clinic name, address and tag identification number. The date of

vaccination shall also be marked thereon. The veterinarian shall also issue a vaccination certificate or confirmation to the harborer/owner.

### **6.06.03 Exemptions.**

Exemptions from vaccination requirements shall be as follows:

- A. All animals used in medical research or to develop disease-free animals.
- B. All animals for which there is a written statement that the rabies vaccination would be injurious to the animal because of its age or health. A veterinarian's confirmation shall not excuse or invalidate the requirement that all dogs be licensed as prescribed in Chapter 6.08.

### **6.06.04 Violations.**

- A. *Failure to obtain dog, cat or ferret rabies vaccination; failure to possess rabies vaccination certificate or veterinarian's confirmation.* It shall be a violation of this chapter for any harborer/owner of any dog, cat or ferret aged five (5) months or older to fail to obtain rabies vaccination of such animal each year or for the optional three years (for dogs only), as determined by the rabies vaccination administered and type of animal, or to fail to possess a current rabies vaccination certificate or veterinarian's confirmation for such dog, cat or ferret. Failure to obtain a rabies vaccination or to possess a rabies vaccination certificate or veterinarian's certificate is a class C violation.
- B. *Failure to show dog, cat or ferret rabies vaccination certificate or veterinarian's confirmation.* It shall be a violation of this chapter for any harborer/owner of any dog, cat or ferret aged five (5) months or more to fail to show a current rabies vaccination certificate, or veterinarian's confirmation as described in subsection 6.06.03(b), to any animal control officer, code enforcement officer, police officer or other authorized person upon request. Failure to show the rabies vaccination certificate or veterinarian's confirmation is a class C violation.
- C. *Failure to have metallic rabies vaccination tag on dog collar.* It shall be a violation of this chapter for any harborer/owner of any dog aged five (5) months or older to fail to have a current metallic rabies vaccination tag secured to the animal's collar, except when a veterinarian's confirmation has been issued. Failure to have a metallic rabies vaccination tag on the animal's collar is a class C violation.
- D. *Misappropriate dog's metallic rabies vaccination tag.* It is a violation of this chapter for any harborer/owner of any dog aged five (5) months or older to display or allow being displayed a metallic rabies vaccination tag on the collar of any dog other than the dog for whom it was issued. Misappropriate dog's metallic rabies vaccination tag is a class C violation.
- E. *Failure to have collar on dog.* All dogs five (5) months of age or older are required to wear a collar at all times. It shall be a violation of this chapter for a harborer/owner of any dog aged five (5) months or older to fail to maintain a collar on the dog at all times. Failure to have a collar on a dog is a class C violation.

**CHAPTER 6.08  
LICENSING: DOG, FOWL, LIVESTOCK**

**Sections:**

<b>6.08.01</b>	<b>Dog Licensing.....</b>	<b>7</b>
<b>6.08.02</b>	<b>Dog License Tag.....</b>	<b>7</b>
<b>6.08.03</b>	<b>Dog License Exceptions.....</b>	<b>8</b>
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**6.08.01 Dog Licensing**

- A. The owner or harborer of a dog over (5) five months old, within the city limits of Valley Center, is required to purchase a dog license. All dogs must be vaccinated for rabies by a licensed veterinarian at least every three years. However, a new rabies vaccination tag must be assigned to the dog by the veterinarian each year and a rabies vaccination certificate must be presented with license application.
- B. It shall be the responsibility of the owner or harborer of a dog to pay the license fee to the city clerk or designated agent when the dog becomes five months old; or upon acquiring ownership or possession of any dog; or upon establishment of residence in the city. Thereafter, a like license fee shall be paid annually on the anniversary date of the payment of the initial license fee, or on the first business day following the anniversary date, if the same falls on a Saturday, Sunday or legal holiday. The license fees detailed in the current fee policy may be reduced if the following conditions are applicable:
  - 1. The owner or harborer of any dog which has been spayed or neutered shall receive a credit on the license fee levied hereinabove. Proof of spay or neutering shall be sufficient if provided in the form of a certificate of a licensed veterinarian.
  - 2. The owner or harborer of any dog who keeps the dog confined within a secured fenced enclosure shall receive a credit on the license fee levied hereinabove. Proof of a securely fenced enclosure shall be sufficient in the form of the owner's or harborer's written and sworn affidavit.
  - 3. The owner or harborer of any dog who has a microchip implantation for permanent identification of the dog shall receive a credit on the license fee levied hereinabove. Proof of microchip shall be sufficient if provided in the form of a certificate from a licensed veterinarian including manufacturer and identification number.

**6.08.02 Dog License tag**

- A. *License tag visibility.* The owner or harborer shall cause the metallic license tag to be affixed to the collar of the dog upon which the license fee is paid, in such a manner that the license tag can be easily seen by the officers of the city, and the owner or harborer shall see that the license tag is constantly worn by the dog.
- B. *License tags are nontransferable.* Dog license tags shall not be transferable, and no refund shall be made.
- C. *Issuance of duplicate licenser tag-fee.* In case any dog license tag is lost, a duplicate may be issued by the city clerk upon presentation of a receipt showing the payment of the fee the current year. A charge shall be made for the duplicate license tag.

### **6.08.03 Dog License Exceptions**

- A. A dog brought into the city limits for the purpose of participating in any dog show, or the owners of dogs being kept for sale in kennels or pet shops will not be required to purchase a license. Owners of kennels and pet shops will be required to license each dog owned by them which is not being kept for sale.
- B. Any owner of a dog that is in or has been retired from the U.S. Armed Forces, a service dog which is documented to have been individually trained to provide assistance to an individual with a disability, a licensed search and rescue dog or a dog owned and used by a governmental entity for law enforcement or public safety purposes shall not be required to pay the licenses fee, but a license is still required.

### **6.08.04 Dog License Violation**

It shall be a violation of this chapter for any harborer/owner of any dog aged five (5) months or older to fail to have a current dog license. Failure to obtain a Valley Center dog license is a violation of this chapter and is a class C violation.

**6.08.05 Livestock License:** See Domestic/Exotic Animals Section 6.21.01

**6.08.06 Domestic Animal/Fowl License:** See Domestic/Exotic Animals Section 6.21.02

### **6.08.07 Kennel licenses**

- A. No person or persons in one household shall own or harbor more than four dogs and cats more than six months in age in any combination without a kennel license. Owner/Harborers of dogs of six months of age or older, or more than one litter of pups, or more than a total of four dogs and cats more than six months of age in any combination, or engage in the commercial business, or hobby, or breeding, buying, selling, trading, training or boarding dogs shall obtain a kennel license from the city clerk. All dogs, cats, or ferrets being boarded must have current rabies vaccination verification on site.
- B. All kennel licenses must be renewed and premises inspected by a qualified inspector designated by the Director of Community Development or the Code Enforcement Officer on an annual basis. Said inspector will have the right of entry as described in this section.
- C. No kennel license shall be issued until an inspection certificate has been issued by the Director of Community Development or the Code Enforcement Officer and is in compliance with applicable laws of the city and state of Kansas Pet Animal Act and a certificate by the zoning administrator or his designate has been issued certifying that the applicant for the kennel license is not violating zoning laws of the city.
- D. If the city clerk has not received any protest against the kennel, the city clerk may issue a renewal of an existing license at the same location without any report from the zoning administrator or his/her designate.
- E. If the Director of Community Development , the Code Enforcement Officer, law enforcement officer, or designate inspector finds the holder of any kennel license is violating any zoning law, or any other law of the state of Kansas or the city, or is maintaining the facility in a manner detrimental to the health of animal, safety or peace of mind of any person residing in the immediate vicinity, he or she will report such fact to the Director of Community Development, said license shall not be renewed except after a meeting with the Director of Community Development .
- F. The Director of Community Development, the Code Enforcement Officer, or any law enforcement officer shall have the right to inspect any premises licensed under this section and no one shall prevent the entry onto private property for the purpose of this inspection. The acceptance of a license shall conclusively be deemed to be the consent of the licensee to the right of entry and inspection of the licensed or permitted premises by the Director of Community Development or his/her authorized, or trained representatives at reasonable times with the owner or owner's representative present. Refusal of such entry and

inspection shall be grounds for suspension or revocation of the license. Notice need not be given to any person prior to inspection.

- G. The Director of Community Development or Code Enforcement Officer may suspend or revoke a kennel license if it finds any of the following:
  - 1. The kennel is maintained in violation of any applicable law of the State of Kansas or the City of Valley Center;
  - 2. The kennel is maintained so as to constitute public nuisance.
- H. There shall be an annual license fee for both Hobby Kennels and Commercial (Boarding/Breeding/Training) Kennels. License fees are detailed in the current fee policy.
- I. This section shall not apply to and shall not be construed to require a kennel license for a licensed veterinarian to operate an animal hospital.
- J. When there is a change of ownership, the new owner must apply for a license in his/her own name. The facility must pass an inspection before the license is issued.

#### **6.08.08 Kennel License Violation**

- A. Should the person, corporation, partnership or association fail to obtain the required kennel license, or violate any other requirements of this chapter, the city may file a complaint in the municipal court of the city against such person, corporation, partnership association. Failure to obtain the required kennel license, or violate any other requirements of this chapter is a class C violation.
- B. Each day during or on which a violation occurs or continues after notice has been served shall constitute an additional or separate offense.

#### **6.08.09 Dog Maintenance Agreement**

- A. To facilitate dog owners who desire to exceed the 4 dog limit, a 5th dog could be housed on a single family residence without being considered a hobby kennel in a single family residential district.
- B. Being able to have a 5th dog will require the owner to apply for a Dog Maintenance Agreement. An agreement form is available at the City Clerk's office, which must be completely filled out and a special filing fee paid in addition to individual dog license fees.

**CHAPTER 6.10  
CRUELTY TO ANIMALS**

**Sections:**

**6.10.01 Cruelty to animals ..... 10**  
**6.10.02 Non-applicability ..... 10**  
**6.10.03 Custody of animal ..... 10**

**6.10.01 Cruelty to animals**

Cruelty to animals is defined as the following:

- A. Intentionally killing, injuring, maiming, torturing or mutilating any animal;
- B. Abandoning or leaving any animal in any place without making provisions for its proper care;
- C. Having physical custody of any animal and failing to provide such food, potable water, protection from the elements, opportunity for exercise and other care as is needed for the health or well-being of such kind of animal; or intentionally using a wire, pole, stick, rope or any other object to cause an equine to lose its balance or fall, for the purpose of sport or entertainment.
- D. No animal will be attached to a motorized vehicle while in operation.

**6.10.02 Non-applicability**

The provisions of this section shall not apply to:

- A. Normal or accepted veterinary practices;
- B. Bona fide experiments carried on by commonly recognized research facilities;
- C. Killing, attempting to kill, trapping, catching or taking of any animal in accordance with the provisions of chapter 32 or chapter 47 of the Kansas Statutes Annotated;
- D. Rodeo practices accepted by the Professional Rodeo Cowboys' Association (PRCA);
- E. The humane killing of an animal which is diseased or disabled beyond recovery for any useful purpose, or the humane killing of animals for population control, by the owner thereof or the agent of such owner residing outside of a city, or by a licensed veterinarian at the request of the owner thereof, or by any officer or agent of an incorporated humane society, the operator of an animal shelter or pound, a local or state health officer or a licensed veterinarian three business days following the receipt of any such animal at such society, shelter or pound;
- F. With respect to farm animals, normal or accepted practices of animal husbandry;
- G. The killing of any animal by any person at any time which may be found outside of the owned or rented property of the owner or custodian of such animal and which is found injuring or posing a threat to any person, farm animal or property;
- H. An animal control officer trained by a licensed veterinarian in the use of a Tranquilizer gun, using such gun with the appropriate dosage for the size of the animal, when such animal is vicious or could not be captured after reasonable attempts using other methods;
- I. Laying an equine down for medical or identification purposes.

**6.10.03 Custody of animal**

- A. The Director of Community Development , the Code Enforcement Officer, public health officer, law enforcement officer, licensed veterinarian, animal shelter or other appropriate facility may take into custody any animal, upon either private or public property, which clearly shows evidence of cruelty to animals, as defined in K.S.A. 21-4310 and amendments thereto. Such officer, agent or veterinarian may inspect, care for, or treat such animal or place such animal in the care of incorporated licensed veterinarian for treatment, boarding or other care or, if an officer of such veterinarian determines that the animal appears to be diseased or disabled beyond recovery for any useful purpose, for humane killing. If the animal is placed in the care of an animal shelter, the animal shelter shall notify the owner or custodian, if known or reasonably ascertainable.

- B. If the owner or custodian is charged with a violation of K.S.A. 21-4310, and amendments thereto, the City of Valley Center may petition the district court to be allowed to place the animal for adoption or euthanize the animal at any time after 21 days after the owner or custodian is notified or, if the owner or custodian is not known or reasonably ascertainable after 21 days once the animal is taken into custody.
- C. The owner or custodian of the animal can file a renewable cash or performance bond with the county clerk of the county where the animal is being held, in an amount equal to not less than the cost of care and treatment of the animal for 30 days. Upon receiving such petition, the court shall determine whether the animal may be placed for adoption or euthanized. The City of Valley Center where the animal was taken into custody shall review the cost of care and treatment being charged by the animal shelter maintaining the animal.
- D. The owner or custodian of an animal placed for adoption or killed pursuant to subsection (A) shall not be entitled to recover damages for the placement or killing of such animal unless the owner proves that such placement or killing was unwarranted.
- E. Expenses incurred for the care, treatment or boarding of any animal, taken into custody pursuant to subsection (A), pending prosecution of the owner or custodian of such animal for the crime of cruelty to animals, as defined in K.S.A. 21-4310 and amendments thereto, shall be assessed to the owner or custodian as a cost of the case if the owner or custodian is adjudicated guilty of such crime.
- F. Upon the filing of a sworn complaint by any public health officer, law enforcement officer, licensed veterinarian or officer, animal shelter or other appropriate facility alleging the commission of cruelty to animals, as defined in K.S.A. 21-4310 and amendments thereto, the City of Valley Center shall determine the validity of the complaint and shall forthwith file charges for the crime if the complaint appears to be valid.
- G. If a person is adjudicated guilty of the crime of cruelty to animals, as defined in K.S.A. 21-4310 and amendments thereto, and the court having jurisdiction is satisfied that an animal owned or possessed by such person would be in the future subjected to such crime, such animal shall not be returned to or remain with such person. Such animal may be turned over to a duly incorporated licensed veterinarian for sale or other disposition.

**CHAPTER 6.16  
ANIMALS RUNNING AT LARGE**

**Sections:**

**6.16.01 Dogs running at large ..... 12**  
**6.16.02 Livestock running at large..... 12**  
**6.16.03 Fowl running at large ..... 12**

**6.16.01 Dogs running at large**

- A. It is unlawful for the owner or harborer of any dog to permit such dog, within the city limits, to run at large upon any of the city streets, alleys or public grounds of the city, or to run or trespass upon the private grounds of other citizens or residents of the city.
- B. Any dog found running at large within the city limits may be picked up and/or impounded by authorized city officials including the Code Enforcement Officer or Police officers. If impounded dog has a metallic license tag or other form of owner identification attached thereto, the owner shall be notified.
- C. In order to redeem an impounded dog, it shall be necessary. For the owner and harborer to pay the impound fees to the City of Valley Center and any Veterinarian boarding fees incurred. See current Fee Policy.
- D. In the event that the dog is not redeemed within a minimum of three full business days of custody, not including the day the animal arrives, the dog may be adopted, placed in a foster home, shelter transfer or euthanized in a manner determined by the Director of Community Development or Code Enforcement Officer.
- E. Failure to contain a dog from running at large is a class C violation.

**6.16.02 Livestock running at large**

- A. It is unlawful for the owner or harborer of any livestock to permit such livestock, within the city limits, to run at large, or to run or trespass upon the private grounds of other citizens or residents of the city.
- B. Any livestock found running at large within the city limits may be picked up and/or impounded by authorized city officials including the Code Enforcement Officer or Police officers.
- C. In order to redeem impounded livestock, it shall be necessary for the owner or harborer pay the impound and boarding fees detailed in the current fee policy, to the city of Valley Center and any Veterinarian boarding fees incurred. See current Fee Policy.
- D. In the event that the livestock is not redeemed within a minimum of ten business days of custody, as required in KSA 47-22, the animal will be relocated to a more permanent location in a manner determined by the Director of Community Development or Code Enforcement Officer.
- E. Failure to contain livestock from running at large is a class C violation.

**6.08.03 Fowl running at large**

- A. It is unlawful for the owner or harborer of any fowl to permit such fowl, within the city limits, to run at large, or to run or trespass upon the private grounds of other citizens or residents of the city.
- B. Any fowl found running at large within the city limits may be picked up and/or impounded by authorized city officials including the Code Enforcement Officer or Police officers.
- C. In order to redeem impounded fowl, it shall be necessary, that the owner or harborer pay the impound fees to the city of Valley Center and any Veterinarian boarding fees incurred. See current Fee Policy.
- D. In the event that the fowl is not redeemed within a minimum of three full business days of custody, not including the day the animal arrives, the fowl shall be adopted, placed in a foster home, shelter transfer or euthanized in a manner determined by the Director of Community Development or Code Enforcement Officer.
- E. Failure to contain fowl from running at large is a class C violation.

**CHAPTER 6.20**  
**SICK OR INJURED UNATTENDED ANIMALS**

**6.20.01 Medical Treatment-Time Period Disposal- Reimbursement**

- A. Whenever there is found within the city limits of Valley Center, Kansas, a sick or injured dog, cat or other domestic animal and the owner-harbinger cannot be readily identified or located, said animal shall be taken to the agency/contractor designated by the city and given only emergency medical care and treatment to stabilize the animal and minimize its suffering for a period of a minimum of three full business days of custody, not including the day the animal arrives.
- B. If animal has a metallic license tag or other form of owner identification attached thereto, the owner shall be notified.
- C. In order to redeem an animal, it shall be necessary that the owner or harbinger reimbursement all of the above costs to the City of Valley Center and any Veterinarian boarding fees incurred. See current Fee Policy.
- D. In the event that the animal is not redeemed within a minimum of three full business days of custody, not including the day the animal arrives, the animal may be adopted, placed in a foster home, shelter transfer or euthanized in a manner determined by the Director of Community Development or Code Enforcement Officer.

**CHAPTER 6.21  
DOMESTIC/EXOTIC ANIMALS**

**Sections:**

**6.21.01 Livestock License ..... 14**  
**6.21.02 Domestic Animal/Fowl Licenses..... 14**  
**6.21.03 Animal Regulations for A-1 and RR-1 Zoning ..... 15**  
**6.21.04 Animal Regulations for Residential Zoning Districts ..... 16**  
**6.21.05 Minimum standards for animals ..... 16**  
**6.21.06 Nuisance prohibited..... 16**  
**6.21.07 Confinement of dogs in heat..... 17**  
**6.21.08 Found Animals ..... 17**

**6.21.01: Livestock License: required-fee-inspection of premises-renewal**

No person shall maintain or harbor any bovine cattle, horses, hogs, pot-bellied pigs, sheep or goats within the city without first obtaining a license from the city clerk. Said license shall be issued by the city clerk upon the following conditions only:

- A. That application be made in writing upon a form prescribed and provided by the city clerk;
- B. That a nonrefundable license application fee as detailed in the current fee policy must be paid at the time the application is submitted;
- C. Such license shall be conditioned upon the harboring of such animals maintaining his facilities to the standards set forth in this chapter and must comply with all zoning requirements. Premises must be inspected by a qualified inspector designated by the Director of Community Development or the Code Enforcement Officer on an annual basis. Said inspector will have the right of entry as described in 6.08.07 (F).
- D. No license shall be effective for a period in excess of twelve months. All persons granted licenses shall be required to apply for renewal of the same at least thirty days prior to the expiration thereof. The renewal of a license shall be subject to the same conditions and inspection requirements as an initial application. A renewal fee detailed in the current fee policy shall be paid at the time of application for renewal.
- E. It shall be a violation of this chapter for any owner/harboring to fail to have a current livestock license. Failure to obtain a Valley Center livestock license is a class C violation.

**6.21.02 Domestic Animal/ Fowl Licenses:**

Any person desiring to keep within the city any rabbits, chickens, ducks, geese, turkeys or other fowl shall file a written application with the city clerk affirmatively showing that the applicant has facilities for the proper keeping of such animals in quarters meeting the standards set by the Community Development Director or Code Enforcement Officer.

- A. Said facilities shall be no closer than 30' (thirty-feet) from the exterior limits of any dwelling resided in by anyone other than the applicant and shall be completely fenced in.
- B. Each such license, unless sooner revoked, shall be valid and effective for not more than twelve months from the date of issuance thereof.
- C. Such license shall be conditioned upon the harboring of such animals maintaining his facilities to the standards set forth in this chapter. Such animals shall be confined in an enclosure sufficient to prohibit their running at large and the enclosure shall be maintained in a clean and sanitary condition at all times. An improved insecticide shall be used as often as deemed necessary by the Director of Community Development or the Code Enforcement Officer. A shelter or area of sufficient size described in Sections: 6.21.03 and 6.21.04, conducive to good sanitary practices and adequate drainage for the shelter area or areas, shall be provided and litter and droppings shall be collected and disposed of in the manner designated by the Director of Community Development or the Code Enforcement Officer.
- E. It shall be a violation of this chapter for any owner/harboring to fail to have a current animal/fowl license. Failure to obtain a Valley Center animal/fowl license is a class C violation.

**6.21.03 Animal Regulations for A-1 and RR-1 Zoning**

Maintaining larger domestic animals, including but not limited to bovine cattle, horses, hogs, sheep and goats in accordance with each of the following standards, shall be deemed to not be nuisance, provided, the property where said animals will be allowed are zoned either Agricultural or Suburban Residential. These regulations will not apply to property owners who owned animals when annexed between January 1, 2004 and December 31, 2008. When said owners cease to own animals for more than one year these regulations will apply.

- A. For sheep and goats, at least ten thousand (10,000) square feet of fenced open space per sheep or goat provided the animal shelter or enclosure is beyond three-hundred (300) feet (including street right-of-way) of any residential dwelling on adjoining premises.
- B. For hogs or pot-bellied pigs at least ten thousand (10,000) square feet of fenced open space per hog provided the animal shelter or enclosure is beyond (500) feet (including street right-of-way) of any residential dwelling.
- C. Chickens, Rabbits, Ducks, or pigeon: One (1) animal per two thousand (2,000) square feet of lot area.
- D. Sheep, goats, turkeys, or geese at a ratio of five (5) total animals per acre.
- E. ~~For bovine cattle and horses, the following area standards apply, provided the animal shelter or enclosure is beyond three-hundred (300) feet (including street right-of-way) of any dwelling on an adjoining premises:~~

# Horses or Cattle	Acreage amount required
1	<del>2.0</del> <u>1.5</u> acres
2	<del>3.5</del> <u>2.5</u> acres
3	<del>5.0</del> <u>4.0</u> acres
4	<del>6.5</del> <u>5.5</u> acres
5 or more	<del>8.0</del> <u>7.0</u> acres (plus 1 acre per each additional animal)

- F. Owners of animals in the City must construct and maintain fences, based on dimension and materials listed below to prevent domestic animals from breaking out or causing hazard to persons or property.

Type of Animal	Type of fence required	Number of Strands	Wiring spacing above ground (inches)
Buffalo	5-strand barbed wire fence	5	Range of 11 to 52
Horses	Highly visible material with posts every 12ft. No barbed wire allowed	3	11-18 / 23-30 / 34-44
Cattle	High tensile wire-electrically charged	2	26-36
Swine	Barbed wire close to the ground with other two strands of high tensile wire electrically charged	3	8-16-28
Sheep	High Tensile wire-electrically charged	7	6-11-16-22-30-38-48
Chickens	Standard chicken wire	--	Ground to 36

- G. A continual water source that is well maintained, with sufficient amounts (depending upon the animal), must be provided within any fenced enclosure. Adequate watering requires a supply of clean, fresh, potable water, supplied in a sanitary manner and in adequate amounts at intervals suitable for animal species and either continuously accessible to each animal or supplied to maintain the health and well-being of such animals;

- H. Cleaning the domestic animal shelters at least once each week or as often as necessary to prevent or control odors and fly breeding; provided, however, that this shall not apply to grazing areas;
- I. Disposing of collected fecal material and other solid organic waste at a sanitary landfill, fertilizer processing plant, or by proper disposal on land used for agriculture purposes;
- J. Storing grain or protein food in tightly covered, rodent-proof, metal containers or rodent proof bins;
- K. Maintaining the premises free of rodent harborage;
- L. Using anti-coagulant rodenticides for the control of rodents and organo-phosphorus insecticides for the control of flies or providing other effective chemical means for the control of rodents and flies;
- M. Using soil sterilants and herbicides or other effective means for the control of weeds and grass around structures and buildings;
- N. Storing refuse in proper containers or in a manner approved by Community Development or the Code Enforcement Officer, and disposing of such refuse at least once each week;
- O. Storing solid waste accumulated from the cleaning of domestic animal shelters in metal containers with tight-fitting metal lids and disposing of such solid waste at least once each week;
- P. Providing proper drainage so that there is no accumulation of rainfall or liquid waste;
- Q. Stables, coops, pens and other structures or enclosures for the housing of animals shall comply with all zoning requirements of the city of Valley Center Zoning Code. (Ord. 712.4, 1987.)(Ord. No. 1219, 1.10-2-10)

#### **6.21.04 Animal Regulations for Residential Zoning Districts**

No livestock or other agricultural animals in residential zoning districts shall be kept inside of a home or garage, but must be outdoors on a lot or combination of lots under one ownership having a minimum of six-thousand five-hundred (6,500) sq. ft. provided the property owner is able to meet the following criteria:

- A. A structure that houses one or more animals shall be set back from the property lines consistent with setback standards for an accessory structure;
- B. One or more animals are kept within a fenced area at least five (5) feet from the property line(s), or the fence may be on the property line(s) with the use of solid fencing on a neighboring lot;
- C. Animals kept on the site shall be limited to chickens (no roosters), rabbits, pigeons, or ducks
- D. Animals kept on the site shall not exceed one (1) animal per two thousand (2,000) square feet of lot area.

#### **6.21.05 Minimum standards for animals**

- A. The animal(s) shall be kept in such a manner that meets all of the following minimum standards so that a nuisance is not created that would impact adjacent property owners:
- B. In a residential zoning district, the limit is four (4) household pets. Offspring of domestic animals or household pets residing in the home shall be allowed until they have reach (5) five months of age. At that time, the maximum number of animals shall not be exceeded. Any home having more than four (4) household pets will be required to apply for a kennel license that will be required to be renewed annually.

#### **6.21.06 Nuisance prohibited**

No person shall create or cause or maintain such a nuisance within the city. Domestic animals which are maintained within the city so as to cause discomfort to occupants of other premises by reasons of offensive odors, insects or infestations, rodents, noise, are declared to be a nuisance.

- A. The animals will not make disturbing noises, i.e. continued and repeated or untimely howling, barking, whining, or similar utterances causing unreasonable annoyances, disturbance, or discomfort to neighbors where animals are kept or harbored, or otherwise be

unreasonable offensive or dangerous to the public health, safety or welfare, by virtue of their behavior, number, type, or manner of keeping.

- B. It shall be the duty of any person harboring or keeping such animal or animals to abate the condition, and if he or she fails to do so, the city may abate it by picking up and/or impounding the animal at the expense of the owner.
- C. Failure to abate the nuisance condition is a class C violation.

#### **6.21.07 Confinement of dogs in heat**

- A. Any unspayed female dog in the state of estrus (heat) shall be confined during such period of time in a house, building or secure enclosure, and the area of the enclosure shall be so constructed that no other dog or dogs may have access to the confined animal except for purposes of planned breeding;
- B. Any animal that is in the state of estrus (heat) and is not properly confined, or any such animal that is creating a neighborhood nuisance, shall be removed to a boarding kennel, or to a veterinary hospital;
- C. All expenses incurred as a result of the confinement shall be paid by the owner. The owner of animals removed to the animal shelter shall be charged at the rate established from time to time by the animal shelter for routine confinement. (Ord. 780.6, 1991.)
- D. Failure to confine a dog in heat is a class C violation

#### **6.21.08 Found Animals**

No person shall hold or retain possession of any animal without the owner's knowledge or consent for more than twenty-four (24) hours without first reporting the possession of said animal to Community Development or Code Enforcement Officer, and making a reasonable attempt to find and/or notify the animal's owner. Such person must continue to make a reasonable attempt to find and/or notify the animal's owner until either the owner is found or the person relinquishes control of the animal to Community Development, which may adopt the animal back to the finding person. This section does not apply to animals known to have been abandoned.

**CHAPTER 6.22**  
**DANGEROUS/VICIOUS ANIMALS**

**Sections:**

<b>6.22.01</b>	<b>Dangerous/Vicious Animals Prohibited .....</b>	<b>18</b>
<b>6.22.02</b>	<b>Impoundment of Dangerous/Vicious Animals.....</b>	<b>19</b>
<b>6.22.03</b>	<b>Dangerous/Vicious Animal Complaint .....</b>	<b>19</b>
<b>6.22.03</b>	<b><u>Animal Bites; Quarantine .....</u></b>	<b><u>20</u></b>
<b>6.22.05</b>	<b><u>Penalty for Violation of Chapter .....</u></b>	<b><u>20</u></b>
<b>6.22.06</b>	<b><u>Procedure for the Determination of a Dangerous Dog.....</u></b>	<b><u>21</u></b>
<b>6.22.07</b>	<b><u>Control of Dangerous Dog; License and Confinement .....</u></b>	<b><u>21</u></b>
<b>6.22.08</b>	<b><u>Violation of Requirements for Dangerous Dog .....</u></b>	<b><u>22</u></b>
<b>6.22.09</b>	<b><u>Dogs; Threats to Public Safety.....</u></b>	<b><u>22</u></b>

**Dangerous/Vicious animals prohibited**

- A. It shall be unlawful for any person to own, keep, maintain or have in his possession or under his control within the city limits any poisonous reptile or any other dangerous wild animal or reptile, any vicious or dangerous domesticated animal or any other animal or reptile of wild, vicious or dangerous propensities.
- B. Dangerous/Vicious Animal shall include:
1. Any animal with a known propensity, tendency or disposition to attack without provocation, to cause injury or to otherwise endanger the safety of human beings or domestic animals;
  2. Any animal which attacks a human being or domestic animal without provocation on more than one occasion;
  3. Any animal owned or harbored primarily or in part for the purpose of fighting or any animal trained for fighting;
  4. Any animal which is urged by its owner or harborer to attack, or whose owner or harborer threatens to provoke such animal to attack any law enforcement officer while such officers is engaged in the performance of official duty.
- C. It shall be unlawful for any person to own, keep, maintain or have in his possession or under his control within the city limits any of the following animals:
1. All poisonous animals including rear-fang snakes;
  2. Apes: Chimpanzees, gibbons, gorillas, orangutans, and siamangs;
  3. Baboons;
  4. Badgers;
  5. Bears;
  6. Bison;
  7. Bobcats;
  8. Cheetahs;
  9. Constrictor snakes, six feet in length or more;
  10. Coyotes;
  11. Crocodilians, 30 inches in length or more;
  12. Deer, which includes white-tailed deer, elk, antelope & moose;
  13. Domestic dogs hybridized with wild canines such as wolves and coyotes;
  14. Elephants;
  15. Emus;
  16. Game cocks and other fighting birds;
  17. Hippopotami;
  18. Hyenas;
  19. Jaguars;
  20. Leopards;
  21. Lions;

22. Lynxes;
  23. Monkeys;
  24. Ostriches;
  25. Peacocks;
  26. Pumas, also known as cougars, mountain lions and panthers;
  27. Raccoons;
  28. Rhinoceroses;
  29. Skunks;
  30. Tigers;
  31. Wolves.
- D. Subsections A. and B. shall not apply to bona fide pet shops, zoos, circuses, carnivals, educational institutions, or medical institutions, if:
1. Their location conforms to the provisions of the zoning ordinance of the city;
  2. All animals and animal quarters are kept in a clean and sanitary condition and so maintained as to eliminate objectionable odors;
  3. Animals are maintained in quarters so constructed as to prevent their escape.

#### **6.22.02 Impoundment of *dangerous/vicious* animals**

- A. While awaiting trial, impoundment of those animals whose owners have been cited for violation of this chapter shall be at the discretion of the Director of Community Development or the Code Enforcement Officer.
- B. If the animal presents a clear and present danger to the public health or safety, it shall be the duty of the Director of Community Development or the Code Enforcement Officer, or his/her agent, to impound such animal.
- C. The animal shall not be released pending trial except on the order and pursuant to any conditions set by the municipal court judge who may also direct the owner to pay all impounding fees accrued to date.
- D. Nothing in this chapter shall be construed to prevent the Director of Community Development or the Code Enforcement Officer or his/her agent so delegated from taking whatever action is reasonably necessary to protect him/herself or others of the public from immediate injury or danger, including the immediate destruction of any vicious animal without notice to the owner. (Ord. 737.1 (part), 1988.)

#### **6.22.03 *Dangerous/Vicious Animal Complaint***

- A. Whenever a complaint is filed in the municipal court against the owner of an animal alleging that such animal is a dangerous/vicious animal and the owner is in violation of this chapter, the municipal judge shall hold a hearing to determine whether or not the animal is vicious within the meaning of this chapter and thereby in violation of this chapter.
- B. The owner of the animal shall be notified in writing of the time and place of the hearing at least one week prior to the hearing. In making a determination of whether the animal is a vicious animal, the municipal judge shall consider the following:
  1. Any animal with a known propensity, tendency or disposition to attack without provocation, to cause injury or to otherwise endanger the safety of human beings or domestic animals;
  2. Any animal which attacks a human being or domestic animal without provocation on more than one occasion;
  3. Any animal owned or harbored primarily or in part for the purpose of fighting or any animal trained for fighting;
  4. Any animal which is urged by its owner or harborer to attack, or whose owner or harborer threatens to provoke such animal to attack any law enforcement officer while such officers is engaged in the performance of official duty.
  5. The seriousness of any attack or bite;
  6. Past history of attacks or bites;
  7. Likelihood of attacks or bites in the future;

8. The condition and circumstances under which the animal is kept or confined;
  9. Other factors which may reasonably relate to the determination of whether or not the animal is vicious.
- C. ~~Upon a finding by the municipal judge that such animal is dangerous/vicious, the judge shall order microchip implantation for permanent identification of the dog (at the expense of the owner/harbinger) and immediately impounded at the city facility to be held for a period of up to seven days, at the owner/harbinger's expense, to permit the owner thereof to arrange for a relocation of the animal out of the city limits of Valley Center, Kansas.~~
- D. Upon the making of such relocation arrangements that are acceptable to the municipal court judge, the judge shall authorize the release of the animal to be relocated outside of the Valley Center city limits.
- E. ~~In the event no such relocation plan is consummated by the owner, the animal shall be destroyed in a humane manner, at the owner/harbinger's expense, by the enforcement officer or his/her agent.~~

#### **6.22.04 ANIMAL BITES; OBSERVATION.**

(A) OWNER KNOWN. Upon receipt of notification from a duly licensed practitioner of medicine or registered nurse that an animal bite incident has occurred, the officer shall make reasonable effort to contact the owner of the animal involved in the incident and advise the owner to place the animal immediately with the Wichita Animal Shelter or a regularly licensed and practicing veterinarian of the owner's choice for a confinement period of a minimum of ten (10) days from the time of the occurrence of the bite. The owner shall be liable for all such costs incurred.

(B) FAILURE TO COMPLY. Any owner who shall fail to comply with the provisions of this Section, within twenty-four (24) hours or one (1) business day of notification, shall be deemed in violation of this Article and the officer shall take such animal into custody and commit it for the above described confinement period.

(C) OWNER UNKNOWN. Biting animals for which an owner cannot be located shall be taken into custody by the animal control officer and confined for observation. If the bite to the victim is on the neck or head, or if the animal is behaving strangely or is ill, the animal shall be sent to K-State. If the bite to the victim is not on the neck or head, and if the animal is not behaving strangely or is not ill, the animal shall be held for three days before being euthanized. If the owner seeks to claim the animal, the provisions of Subsection (A) shall govern the confinement of the animal. Should such animal become ill, die or is euthanized within the confinement period, the bite victim or victim's representative shall be notified and the City shall direct further management of the animal or animal remains. If the animal is alive and well at the end of the confinement period, the bite victim or victim's representative shall be notified, and the animal shall become the property of the City of Valley Center.

(D) STATE LAW. Kansas Administrative Regulations (K.A.R.) 28-1-13, and amendments thereto, shall be followed concerning the isolation of biting animals for observation, examination, unless the provisions of this Chapter require more stringent procedures. (K.S.A. 47-125)

#### **6.22.05 PENALTY FOR VIOLATION OF CHAPTER.**

Any person convicted of the violation of any of the provisions of this Chapter shall upon conviction thereof be fined not less than \$10.00 nor more than \$500.00. Each consecutive day's violation shall constitute a separate punishable offense.

**6.22.06 PROCEDURE FOR THE DETERMINATION OF A DANGEROUS DOG.**

- A. In the event that an animal control officer or law enforcement officer has probable cause to believe that a dog is dangerous, as defined by Section 6.04 (Definitions), the municipal judge shall be empowered to convene a hearing for the purpose of determining whether or not the dog in question should be declared dangerous as defined by Section 6.04. The animal control officer or law enforcement officer may order the dog to be impounded at a licensed veterinary clinic or the Wichita Animal Shelter pending the determination of whether the dog is dangerous. The owner or harbinger of the dog shall be liable for the costs of keeping such dog.
- B. The animal control officer or law enforcement officer shall notify the owner or harbinger of the dog that the hearing will be held, at which time evidence will be presented that the dog is dangerous and at which time the owner or harbinger of the dog may present evidence to rebut evidence presented by the City and present such other evidence as may be relevant. The failure of the owner or harbinger to attend or participate in the hearing shall not keep the judge from making the appropriate determination concerning the dog. The hearing shall be held promptly within no less than five (5) nor more than twenty (20) days after service of notice upon the owner or harbinger of the dog. The City shall have the burden of proof to show that the dog is dangerous pursuant to Section 6.04.
- C. After the hearing, the owner or harbinger of the dog shall be notified by the Court Clerk in writing of the determination. If a determination is made that the dog is dangerous, the owner or harbinger shall comply with the provisions of this Article within fifteen (15) days. If the owner fails to comply with the provisions of this Article within the time provided, the dog shall be destroyed. If the owner or harbinger of the dog contests the determination, he or she may appeal within ten (10) days to the district court pursuant to law.

**6.22.07 CONTROL OF DANGEROUS DOG; LICENSES AND CONFINEMENT.**

If the municipal court judge determines that a dog is dangerous pursuant to this Article, the owner or harbinger of the dangerous dog shall be required to comply with the following:

(A) **Dangerous Dog License.** The owner or harbinger shall annually register the dangerous dog with the City, on such forms designated by the City Clerk, and shall have a microchip inserted into the dog. The microchip shall detail the dangerous dog license and such other information as may be appropriate to determine the ownership of the dog. The owner or harbinger shall pay a \$50.00 annual Dangerous Dog License and shall pay all costs associated with the microchip procedure and license of the dog. The owner or harbinger shall be responsible for maintaining with the City Clerk the address of the owner or harbinger and the dangerous dog. The owner or harbinger shall notify the City Clerk within seven (7) days of a change in address for the owner or harbinger and dangerous dog.

(B) **Confinement.** All dangerous dogs shall be confined in an enclosure. It shall be unlawful for any owner or harbinger to maintain a dangerous dog upon any premises that does not have a locked enclosure. It shall be unlawful for any owner or harbinger to allow a dangerous dog to be outside of the dwelling of the owner or harbinger or outside the enclosure unless it is necessary for the owner or harbinger to obtain veterinary care for the dangerous dog or for the limited purposes of allowing said dangerous dog to urinate or defecate or to sell or give away the dangerous dog or respond to such orders of law enforcement officials as may be required. In such event, the dangerous dog shall be securely muzzled and restrained with a leash not exceeding four (4) feet in length, and shall be under the direct control and supervision of the owner or harbinger of the dangerous dog. The muzzle shall be made and used in a manner that will not cause injury to the dog or interfere with its vision or respiration, but shall prevent it from biting any human or animal.

### **6.22.08 VIOLATION OF REQUIREMENTS FOR DANGEROUS DOG**

It shall be unlawful for any person to violate the provisions of this Article. Any person found guilty of violating the provisions of this Article shall be assessed, fined, and the animal disposed of, as provided below:

- A. **At-Large.** Any dangerous dog that is not confined or licensed as required pursuant to this Article shall be impounded by an animal control officer or a law enforcement officer. In addition to all costs for impoundment, the owner or harbinger shall pay a Two Hundred Fifty Dollar (\$250.00) fine. For a second offense within twenty-four (24) months in which the dog is not confined or licensed as required pursuant to this Section, in addition to all costs for impoundment, the owner or harbinger shall pay a Five Hundred (\$500.00) fine and the animal control officer or law enforcement officer is empowered to impound the dog, and after the expiration of a five (5) day waiting period, exclusive of Sundays and holidays, shall destroy said dog. The judge shall have no authority to suspend the fine or any portion thereof.
- B. **Attack on Human.** If any dangerous dog shall attack, assault, wound, bite, or otherwise injure or kill, or assist in such injury or killing, a human being, the owner or harbinger shall pay a Five Hundred Dollar (\$500.00) fine and the animal control officer or law enforcement officer is empowered to impound the dog, and after the expiration of a five (5) day waiting period, exclusive of Sundays and holidays, shall destroy said dog. The judge shall have no authority to suspend the fine or any portion thereof.
- C. **Attack on other animal.** If any dangerous dog shall kill or wound, or assist in killing or wounding, any animal, the owner or harbinger shall pay a Two Hundred Fifty Dollar (\$250.00) fine, and the animal control officer or law enforcement officer is empowered to impound the dog, and after the expiration of a five (5) day waiting period, exclusive of Sundays and holidays, shall destroy said dog. The judge shall have no authority to suspend the fine or any portion thereof. If the owner or harbinger of a dog impounded pursuant to this Section shall believe that there shall not have been a violation of the provisions of this Section, such owner may petition the Municipal Court, on forms approved by the Municipal Judge, requesting the impounded dog not be destroyed. The impounded dog shall not be destroyed pending the resolution of such owner's petition if the petition shall have been filed within five (5) days of impoundment of such dog and notice shall have been delivered within five (5) days of the impoundment of such dog to the Wichita Animal Shelter. The dog shall remain impounded pending the determination of the petition. If the court shall find that there shall not have been a violation, such dog shall be released to the custody of the owner upon the payment of the expenses by the owner or harbinger.
- D. In addition to the fines provided in this Section, the Municipal Judge shall have the authority to sentence the person adjudicated guilty of this Article to serve up to a maximum of six (6) months in jail.

### **6.22.09 DOGS; THREATS TO PUBLIC SAFETY.**

Notwithstanding any other provision of this Article to the contrary and irrespective of whether the dog has been declared dangerous pursuant to this Article, the Municipal Judge may order any dog destroyed if the Judge determines that the dog is an immediate threat to public health and safety and that confinement and license of the dog by the owner or harbinger of the dog as provided in this Article will not adequately protect public health and safety. No person shall harbor, own, or possess a dog that is an immediate threat to public health and safety. In making such determination the Judge may consider the severity of the attack and such other relevant information. The Municipal Judge shall have the authority to sentence the person adjudicated guilty of this Section to serve up to a maximum of six (6) months in jail and to pay a fine not to exceed \$1,000.00.

**CHAPTER 6.24  
VIOLATIONS AND PENALTIES**

**Sections:**

**6.24.01 Violation-Abatement License Revocation..... 23**  
**6.24.02 Classes of Violation: Confinements and Fines ..... 23**  
**6.24.03 Legal action ..... 23**  
**6.24.04 Separate Offense..... 23**  
**6.24.05 Habitual Violator..... 24**  
**6.24.06 Interfering with an officer ..... 24**

**6.24.01 Violation-Civil Nuisance Abatement Procedure**

Nothing contained in this chapter shall prevent the city from pursuing any civil nuisance abatement procedure against any person who may be in violation of this chapter.

**6.24.02 Classes of Violation: Confinement and Fines**

- A. For the purpose of sentencing, the following classes of violations and the punishment and the terms of confinement authorized for each class are established:
  - 1. Class A, the sentence for which shall be a definite term of confinement in the city or county jail which shall be fixed by the court and shall not exceed one year;
  - 2. Class B, the sentence for which shall be a definite term of confinement in the city or county jail which shall be fixed by the court and shall not exceed six months;
  - 3. Class C, the sentence for which shall be a definite term of confinement in the city or county jail which shall be fixed by the court and shall not exceed one month;
  - 4. Unclassified violations, which shall include all offenses declared to be violations without specification as to class, the sentence for which shall be in accordance with the sentence specified in the section that defines the offense; if no penalty is provided in such law, the sentence shall be the same penalty as provided herein for a Class C violation.
- B. Upon conviction of a violation, a person may be punished by a fine instead of or in addition to confinement, as provided by this Chapter.
- B. A person convicted of a violation may, in addition to or instead of the confinement authorized by law, be sentenced to pay a fine which shall be fixed by the court as follows:
  - 1. Class A violation, a sum not exceeding \$2,500.
  - 2. Class B violation, a sum not exceeding \$1,000.
  - 3. Class C violation, a sum not exceeding \$500.
  - 4. Unclassified violation, any sum authorized by the section that defines the offense. If no penalty is provided in such law, the fine shall not exceed the fine provided herein for a Class C violation.
  - 5. As an alternative to any of the above fines, the fine imposed may be fixed at any greater sum not exceeding double the pecuniary gain derived from the crime by the offender. (K.S.A. Supp.21-6611)

**6.24.03 Legal action**

Whenever the Director of Community Development, or the Code Enforcement Officer, or law enforcement officer has probable cause to believe that a person is committing or has committed a violation of this chapter, the officer may serve upon such accused person a uniform complaint and notice to appear, or in the alternative may sign a complaint against the accused person and cause a notice to appear to be issued, the code for the enforcement of city codes.

**6.24.04 Separate Offense**

Each violation of this chapter shall constitute a separate offense and shall be punishable as a separate violation. Provided, however, that if any person is found guilty of a violation hereunder and it shall appear to the court that the violation complained of as prescribed in this chapter is

continuing, then in addition to the penalty set forth, the court shall enter such order as it deems appropriate to cause the violation to be abated.

**6.24.05 Habitual Violator**

"Habitual violator" means any person who is alleged to have committed a fourth or subsequent violation of any provision of this chapter if such violation has occurred within twelve (12) months of the first violation. Such fourth or subsequent violation shall be a class B violation and shall be prosecuted in the same manner as any other violation offense in the state.

**6.24.06 interfering with an officer**

- A. No person shall interfere with or hinder an animal control officer, Code Enforcement Officer, enforcement officer or law enforcement officer in the lawful discharge of that person's duties.
- B. It shall be a violation of this chapter for any person to interfere with or hinder an animal control officer, Code Enforcement Officer, enforcement officer or law enforcement officer in the lawful discharge of that person's duties.

**NEW BUSINESS**

**RECOMMENDED ACTION**

**D. ORDINANCE 1281-14, AMENDING TITLE 6, “ANIMAL CONTROL REGULATIONS” OF THE VALLEY CENTER MUNICIPAL CODE, FOR 1<sup>ST</sup> READING:**

Should Council choose to proceed,

**RECOMMENDED ACTION:**

**Staff recommends motion to adopt Ordinance 1281-14, amending Title 6 of the Valley Center, Kansas, Municipal Code “Animal Control Regulations”; and repealing all other ordinances or parts thereof in conflict herewith, for 1<sup>st</sup> reading.**

**NEW BUSINESS**

**E. EXECUTIVE SESSION – NON-ELECTED PERSONNEL:**

Should Council choose to proceed,

**RECOMMENDED ACTION:**

**Staff recommends motion to recess into Executive Session for a period of 30 minutes, pursuant to matters of Non-Elected Personnel.**

## **CONSENT AGENDA**

**A. REVENUE / EXPENSE SUMMARIES for SEPTEMBER 2014**

**B. DELINQUENT ACCOUNTS for COLLECTION**

**C. CHECK RECONCILIATION REPORT for SEPTEMBER 2014**

**D. WASTE MANAGEMENT 2<sup>nd</sup> QUARTER REPORTS:**

### **RECOMMENDED ACTION:**

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

## **CONSENT AGENDA**

### **A. REVENUE and EXPENSE FINANCIAL SUMMARIES for SEPTEMBER 2014:**

- *GENERAL FUND*
- *EMPLOYEE BENEFITS FUND*
- *LIBRARY*
- *SPECIAL HIGHWAY*
- *EMERGENCY EQUIPMENT RESERVE*
- *BOND AND INTEREST*
- *WATER OPERATING*
- *STORMWATER UTILITY FUND*
- *SOLID WASTE UTILITY*
- *SEWER OPERATING*

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CITY OF VALLEY CENTER  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: SEPTEMBER 30TH, 2014

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010-GENERAL FUND  
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	919,430.00	73,095.97	0.00	877,109.55	0.00	42,320.45	95.40
INTERGOVERNMENTAL	472,000.00	46,018.15	0.00	419,930.21	0.00	52,069.79	88.97
LICENSES & PERMITS	535,900.00	44,377.74	0.00	432,713.40	0.00	103,186.60	80.75
CHARGES FOR SERVICES	6,600.00	225.00	0.00	5,346.34	0.00	1,253.66	81.01
FINES & FORFEITURES	89,600.00	16,335.66	0.00	118,235.02	0.00 (	28,635.02)	131.96
USE OF MONEY & PROPERTY	7,500.00	675.00	0.00	8,076.09	0.00 (	576.09)	107.68
OTHER REVENUES	75,200.00	0.00	0.00	45,181.68	0.00	30,018.32	60.08
MISCELLANEOUS	129,000.00	105.86	0.00	3,616.95	0.00	125,383.05	2.80
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL REVENUES</b>	<b>2,235,230.00</b>	<b>180,833.38</b>	<b>0.00</b>	<b>1,910,209.24</b>	<b>0.00</b>	<b>325,020.76</b>	<b>85.46</b>
<u>EXPENDITURE SUMMARY</u>							
<u>ADMINISTRATION</u>							
PERSONNEL SERV. & BENEF.	275,500.00	25,241.36	0.00	232,485.55	0.00	43,014.45	84.39
CONTRACTUAL SERVICES	145,500.00	11,249.32	0.00	128,629.42	1,026.85	15,843.73	89.11
COMMODITIES	10,000.00	816.40	0.00	5,959.85	0.00	4,040.15	59.60
CAPITAL OUTLAY	12,500.00	0.00	0.00	9,816.32	0.00	2,683.68	78.53
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	138,000.00	52.09	0.00	1,081.77	0.00	136,918.23	0.78
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>TOTAL ADMINISTRATION</b>	<b>581,500.00</b>	<b>37,359.17</b>	<b>0.00</b>	<b>377,972.91</b>	<b>1,026.85</b>	<b>202,500.24</b>	<b>65.18</b>
<u>LEGAL &amp; MUNICIPAL COURT</u>							
PERSONNEL SERV. & BENEF.	84,150.00	5,983.39	0.00	50,398.94	0.00	33,751.06	59.89
CONTRACTUAL SERVICES	31,000.00	5,475.05	0.00	29,273.94	138.86	1,587.20	94.88
COMMODITIES	730.00	217.33	0.00	911.13	0.00 (	181.13)	124.81
CAPITAL OUTLAY	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	20,000.00	4,979.52	0.00	7,696.26	0.00	12,303.74	38.48
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>TOTAL LEGAL &amp; MUNICIPAL COURT</b>	<b>136,880.00</b>	<b>16,655.29</b>	<b>0.00</b>	<b>88,280.27</b>	<b>138.86</b>	<b>48,460.87</b>	<b>64.60</b>





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CITY OF VALLEY CENTER  
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010-GENERAL FUND  
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
OFFSET	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL ENVIRONMENTAL SERVICES	59,700.00	5,107.87	0.00	51,796.64	607.16	7,296.20	87.78
<u>PUBLIC WKS STORAGE BLDG</u>							
PERSONNEL SERV. & BENEF.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL PUBLIC WKS STORAGE BLDG	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>TOTAL EXPENDITURES</u>							
	2,280,480.00	184,857.35	0.00	1,728,783.79	3,350.82	548,345.39	75.95
** REVENUE OVER(UNDER) EXPENDITURES *(	45,250.00)	( 4,023.97)	0.00	181,425.45	( 3,350.82)	( 223,324.63)	393.54-
OTHER FINANCING (USES)	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
NET OTHER SOURCES/(USES)	0.00		0.00	0.00	0.00	0.00	0.00

REVENUE & OTHER SOURCES OVER/  
 (UNDER) EXPENDITURES & OTHER (USES) ( 45,250.00) ( 4,023.97) 0.00 181,425.45 ( 3,350.82) ( 223,324.63) 393.54-

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110-EMPLOYEE BENEFITS  
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	695,160.00	54,077.65	0.00	662,699.27	0.00	32,460.73	95.33
USE OF MONEY & PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER REVENUES	3,500.00	0.00	0.00	6,912.00	0.00	( 3,412.00)	197.49
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL REVENUES</b>	<b>698,660.00</b>	<b>54,077.65</b>	<b>0.00</b>	<b>669,611.27</b>	<b>0.00</b>	<b>29,048.73</b>	<b>95.84</b>
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	688,000.00	27,792.43	0.00	318,618.66	0.00	369,381.34	46.31
CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	16,500.00	0.00	0.00	0.00	0.00	16,500.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL NON-DEPARTMENTAL</b>	<b>704,500.00</b>	<b>27,792.43</b>	<b>0.00</b>	<b>318,618.66</b>	<b>0.00</b>	<b>385,881.34</b>	<b>45.23</b>
<u>ADMINISTRATION</u>							
PERSONNEL SERV. & BENEF.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL ADMINISTRATION</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL EXPENDITURES</b>	<b>704,500.00</b>	<b>27,792.43</b>	<b>0.00</b>	<b>318,618.66</b>	<b>0.00</b>	<b>385,881.34</b>	<b>45.23</b>
** REVENUE OVER(UNDER) EXPENDITURES *(	5,840.00)	26,285.22	0.00	350,992.61	0.00	( 356,832.61)	6,010.15-
OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OTHER SOURCES/(USES)	0.00		0.00	0.00	0.00	0.00	0.00

REVENUE & OTHER SOURCES OVER/  
 (UNDER) EXPENDITURES & OTHER (USES) ( 5,840.00) 26,285.22 0.00 350,992.61 0.00 ( 356,832.61) 6,010.15-

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140-LIBRARY  
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	226,380.00	17,795.41	0.00	217,047.55	0.00	9,332.45	95.88
USE OF MONEY & PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL REVENUES</b>	<b>226,380.00</b>	<b>17,795.41</b>	<b>0.00</b>	<b>217,047.55</b>	<b>0.00</b>	<b>9,332.45</b>	<b>95.88</b>
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
OTHER COSTS/MISC.	230,000.00	0.00	0.00	199,251.64	0.00	30,748.36	86.63
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>TOTAL NON-DEPARTMENTAL</b>	<b>230,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>199,251.64</b>	<b>0.00</b>	<b>30,748.36</b>	<b>86.63</b>
<u>ADMINISTRATION</u>							
PERSONNEL SERV. & BENEF.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>TOTAL ADMINISTRATION</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL EXPENDITURES</b>	<b>230,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>199,251.64</b>	<b>0.00</b>	<b>30,748.36</b>	<b>86.63</b>
<b>** REVENUE OVER(UNDER) EXPENDITURES *(</b>	<b>3,620.00)</b>	<b>17,795.41</b>	<b>0.00</b>	<b>17,795.91</b>	<b>0.00</b>	<b>( 21,415.91)</b>	<b>491.60-</b>
OTHER FINANCING (USES)	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
NET OTHER SOURCES/(USES)	0.00		0.00	0.00	0.00	0.00	0.00
<u>REVENUE &amp; OTHER SOURCES OVER/</u>							
(UNDER) EXPENDITURES & OTHER (USES)	( 3,620.00)	17,795.41	0.00	17,795.91	0.00	( 21,415.91)	491.60-

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150-SPECIAL HIGHWAY  
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL	734,540.00	65,773.01	0.00	612,358.03	0.00	122,181.97	83.37
USE OF MONEY & PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER REVENUES	0.00	0.00	0.00	4,251.49	0.00	( 4,251.49)	0.00
MISCELLANEOUS	101,000.00	0.00	0.00	0.00	0.00	101,000.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL REVENUES</b>	<b>835,540.00</b>	<b>65,773.01</b>	<b>0.00</b>	<b>616,609.52</b>	<b>0.00</b>	<b>218,930.48</b>	<b>73.80</b>
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	233,800.00	18,159.13	0.00	180,903.35	0.00	52,896.65	77.38
CONTRACTUAL SERVICES	76,200.00	2,997.82	0.00	44,693.97	49.73	31,456.30	58.72
COMMODITIES	79,300.00	11,216.80	0.00	37,158.37	1,355.96	40,785.67	48.57
CAPITAL OUTLAY	418,500.00	30,549.34	0.00	293,715.01	0.00	124,784.99	70.18
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	6,000.00	0.00	0.00	315.84	0.00	5,684.16	5.26
DEBT SERVICE	20,000.00	0.00	0.00	0.00	0.00	20,000.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL NON-DEPARTMENTAL</b>	<b>833,800.00</b>	<b>62,923.09</b>	<b>0.00</b>	<b>556,786.54</b>	<b>1,405.69</b>	<b>275,607.77</b>	<b>66.95</b>
<b>TOTAL EXPENDITURES</b>	<b>833,800.00</b>	<b>62,923.09</b>	<b>0.00</b>	<b>556,786.54</b>	<b>1,405.69</b>	<b>275,607.77</b>	<b>66.95</b>
<b>** REVENUE OVER(UNDER) EXPENDITURES **</b>	<b>1,740.00</b>	<b>2,849.92</b>	<b>0.00</b>	<b>59,822.98</b>	<b>( 1,405.69)</b>	<b>( 56,677.29)</b>	<b>3,357.32</b>
OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OTHER SOURCES/(USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>REVENUE &amp; OTHER SOURCES OVER/</u>							
(UNDER) EXPENDITURES & OTHER (USES)	1,740.00	2,849.92	0.00	59,822.98	( 1,405.69)	( 56,677.29)	3,357.32

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160-EMERGENCY EQUIPMENT  
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	50,100.00	3,952.25	0.00	48,234.78	0.00	1,865.22	96.28
OTHER REVENUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL REVENUES</b>	<b>50,100.00</b>	<b>3,952.25</b>	<b>0.00</b>	<b>48,234.78</b>	<b>0.00</b>	<b>1,865.22</b>	<b>96.28</b>
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
CAPITAL OUTLAY	49,500.00	0.00	0.00	32,760.70	268.03	16,471.27	66.72
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL NON-DEPARTMENTAL</b>	<b>49,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>32,760.70</b>	<b>268.03</b>	<b>16,471.27</b>	<b>66.72</b>
<u>ADMINISTRATION</u>							
PERSONNEL SERV. & BENEF.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL ADMINISTRATION</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL EXPENDITURES</b>	<b>49,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>32,760.70</b>	<b>268.03</b>	<b>16,471.27</b>	<b>66.72</b>
<b>** REVENUE OVER(UNDER) EXPENDITURES **</b>	<b>600.00</b>	<b>3,952.25</b>	<b>0.00</b>	<b>15,474.08</b>	<b>( 268.03)</b>	<b>( 14,606.05)</b>	<b>2,534.34</b>
OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OTHER SOURCES/(USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>REVENUE &amp; OTHER SOURCES OVER/ (UNDER) EXPENDITURES &amp; OTHER (USES)</b>	<b>600.00</b>	<b>3,952.25</b>	<b>0.00</b>	<b>15,474.08</b>	<b>( 268.03)</b>	<b>( 14,606.05)</b>	<b>2,534.34</b>



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CITY OF VALLEY CENTER  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
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410-BOND & INTEREST  
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	( 159,140.00)	107,115.69	0.00	1,443,536.21	0.00	( 1,602,676.21)	907.09-

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CITY OF VALLEY CENTER  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
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610-WATER OPERATING  
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CHARGES FOR SERVICES	1,387,000.00	173,348.31	0.00	1,230,735.66	0.00	156,264.34	88.73
USE OF MONEY & PROPERTY	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
OTHER REVENUES	0.00	0.00	0.00	7,085.49	0.00	( 7,085.49)	0.00
MISCELLANEOUS	0.00	0.00	0.00	181.35	0.00	( 181.35)	0.00
MISCELLANEOUS	0.00	0.00	0.00	( 405.86)	0.00	405.86	0.00
<b>TOTAL REVENUES</b>	<b>1,388,000.00</b>	<b>173,348.31</b>	<b>0.00</b>	<b>1,237,596.64</b>	<b>0.00</b>	<b>150,403.36</b>	<b>89.16</b>
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	339,000.00	30,724.30	0.00	291,535.66	0.00	47,464.34	86.00
CONTRACTUAL SERVICES	664,000.00	77,864.67	0.00	473,401.17	29.75	190,569.08	71.30
COMMODITIES	38,500.00	2,937.42	0.00	27,034.27	0.00	11,465.73	70.22
CAPITAL OUTLAY	67,000.00	16,627.02	0.00	20,460.39	0.00	46,539.61	30.54
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	279,500.00	0.00	0.00	0.00	0.00	279,500.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	( 31.41)	0.00	( 717.74)	0.00	717.74	0.00
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL NON-DEPARTMENTAL</b>	<b>1,388,000.00</b>	<b>128,122.00</b>	<b>0.00</b>	<b>811,713.75</b>	<b>29.75</b>	<b>576,256.50</b>	<b>58.48</b>
<u>ADMINISTRATION</u>							
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL ADMINISTRATION</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL EXPENDITURES</b>	<b>1,388,000.00</b>	<b>128,122.00</b>	<b>0.00</b>	<b>811,713.75</b>	<b>29.75</b>	<b>576,256.50</b>	<b>58.48</b>
<b>** REVENUE OVER(UNDER) EXPENDITURES **</b>	<b>0.00</b>	<b>45,226.31</b>	<b>0.00</b>	<b>425,882.89</b>	<b>( 29.75)</b>	<b>( 425,853.14)</b>	<b>0.00</b>
OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OTHER SOURCES/(USES)	0.00		0.00	0.00	0.00	0.00	0.00
<b>REVENUE &amp; OTHER SOURCES OVER/ (UNDER) EXPENDITURES &amp; OTHER (USES)</b>	<b>0.00</b>	<b>45,226.31</b>	<b>0.00</b>	<b>425,882.89</b>	<b>( 29.75)</b>	<b>( 425,853.14)</b>	<b>0.00</b>

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CITY OF VALLEY CENTER  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
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612-STORMWATER UTILITY FUND  
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
USE OF MONEY & PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER REVENUES	82,000.00	15,377.50	0.00	143,648.50	0.00 (	61,648.50)	175.18
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL REVENUES</b>	<b>82,000.00</b>	<b>15,377.50</b>	<b>0.00</b>	<b>143,648.50</b>	<b>0.00 (</b>	<b>61,648.50)</b>	<b>175.18</b>
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	15,150.00	137.41	0.00	5,853.98	29.75	9,266.27	38.84
COMMODITIES	2,200.00	0.00	0.00	775.18	0.00	1,424.82	35.24
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	62,000.00	0.00	0.00	0.00	0.00	62,000.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL NON-DEPARTMENTAL</b>	<b>79,350.00</b>	<b>137.41</b>	<b>0.00</b>	<b>6,629.16</b>	<b>29.75</b>	<b>72,691.09</b>	<b>8.39</b>
<u>ADMINISTRATION</u>							
PERSONNEL SERV. & BENEF.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL ADMINISTRATION</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL EXPENDITURES</b>	<b>79,350.00</b>	<b>137.41</b>	<b>0.00</b>	<b>6,629.16</b>	<b>29.75</b>	<b>72,691.09</b>	<b>8.39</b>
<b>** REVENUE OVER(UNDER) EXPENDITURES **</b>	<b>2,650.00</b>	<b>15,240.09</b>	<b>0.00</b>	<b>137,019.34 (</b>	<b>29.75) (</b>	<b>134,339.59)</b>	<b>5,169.42</b>
OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OTHER SOURCES/(USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>REVENUE &amp; OTHER SOURCES OVER/</u>							
(UNDER) EXPENDITURES & OTHER (USES)	2,650.00	15,240.09	0.00	137,019.34 (	29.75) (	134,339.59)	5,169.42

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CITY OF VALLEY CENTER  
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613-SOLID WASTE UTILITY  
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
CHARGES FOR SERVICES	376,500.00	32,866.87	0.00	295,672.70	0.00	80,827.30	78.53
OTHER REVENUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	500.00	120.00	0.00	1,124.00	0.00 (	624.00)	224.80
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL REVENUES</b>	<b>377,000.00</b>	<b>32,986.87</b>	<b>0.00</b>	<b>296,796.70</b>	<b>0.00</b>	<b>80,203.30</b>	<b>78.73</b>
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	371,000.00	29,549.57	0.00	270,414.69	29.75	100,555.56	72.90
COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL NON-DEPARTMENTAL</b>	<b>376,000.00</b>	<b>29,549.57</b>	<b>0.00</b>	<b>270,414.69</b>	<b>29.75</b>	<b>105,555.56</b>	<b>71.93</b>
<u>ADMINISTRATION</u>							
PERSONNEL SERV. & BENEF.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL ADMINISTRATION</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL EXPENDITURES</b>	<b>376,000.00</b>	<b>29,549.57</b>	<b>0.00</b>	<b>270,414.69</b>	<b>29.75</b>	<b>105,555.56</b>	<b>71.93</b>
<b>** REVENUE OVER(UNDER) EXPENDITURES **</b>	<b>1,000.00</b>	<b>3,437.30</b>	<b>0.00</b>	<b>26,382.01 (</b>	<b>29.75) (</b>	<b>25,352.26)</b>	<b>2,635.23</b>
OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OTHER SOURCES/(USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00

REVENUE & OTHER SOURCES OVER/  
 (UNDER) EXPENDITURES & OTHER (USES) 1,000.00 3,437.30 0.00 26,382.01 ( 29.75) ( 25,352.26) 2,635.23

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CITY OF VALLEY CENTER  
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620-SEWER OPERATING  
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CHARGES FOR SERVICES	980,000.00	90,273.99	0.00	786,406.37	0.00	193,593.63	80.25
USE OF MONEY & PROPERTY	200.00	0.00	0.00	0.00	0.00	200.00	0.00
OTHER REVENUES	4,800.00	1,300.00	0.00	8,139.16	0.00 (	3,339.16)	169.57
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	9.34	0.00 (	9.34)	0.00
<b>TOTAL REVENUES</b>	<b>985,000.00</b>	<b>91,573.99</b>	<b>0.00</b>	<b>794,554.87</b>	<b>0.00</b>	<b>190,445.13</b>	<b>80.67</b>
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	224,000.00	13,530.92	0.00	143,286.93	0.00	80,713.07	63.97
CONTRACTUAL SERVICES	312,750.00	13,753.84	0.00	184,968.56	113.75	127,667.69	59.18
COMMODITIES	29,200.00	446.56	0.00	12,294.71	0.00	16,905.29	42.11
CAPITAL OUTLAY	36,500.00	21,997.61	0.00	35,437.24	0.00	1,062.76	97.09
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	421,900.00	0.00	0.00	210,000.00	0.00	211,900.00	49.77
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL NON-DEPARTMENTAL</b>	<b>1,024,350.00</b>	<b>49,728.93</b>	<b>0.00</b>	<b>585,987.44</b>	<b>113.75</b>	<b>438,248.81</b>	<b>57.22</b>
<u>ADMINISTRATION</u>							
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL ADMINISTRATION</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL EXPENDITURES</b>	<b>1,024,350.00</b>	<b>49,728.93</b>	<b>0.00</b>	<b>585,987.44</b>	<b>113.75</b>	<b>438,248.81</b>	<b>57.22</b>
<b>** REVENUE OVER(UNDER) EXPENDITURES *(</b>	<b>39,350.00)</b>	<b>41,845.06</b>	<b>0.00</b>	<b>208,567.43 (</b>	<b>113.75) (</b>	<b>247,803.68)</b>	<b>529.74-</b>
OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OTHER SOURCES/(USES)	0.00		0.00	0.00	0.00	0.00	0.00

REVENUE & OTHER SOURCES OVER/  
 (UNDER) EXPENDITURES & OTHER (USES) ( 39,350.00) 41,845.06 0.00 208,567.43 ( 113.75) ( 247,803.68) 529.74-

## **CONSENT AGENDA**

### **B. DELINQUENT ACCOUNTS for COLLECTION:**

- JUNE 30, 2014 – JULY 31, 2014

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

PAGE: 1

ZONE: ALL

CONTRACTS: NO

STAT: All

START DATES: 0/00/0000 THRU 99/99/9999

LAST BILL DATES: 0/00/0000 THRU 99/99/9999

FINAL DATES: 6/30/2014 THRU 7/31/2014

ACCOUNT NO#	NAME	LAST PAY	ST	--CURRENT--	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--BALANCE--
=====									
**** BOOK # :0001	TOTAL ACCOUNTS:	0		0.00	0.00	0.00	0.00	0.00	0.00
=====									
02-0072-09	MARTINEZ, YESENIA	6/06/2014	F			33.91	81.40	84.88	200.19
=====									
**** BOOK # :0002	TOTAL ACCOUNTS:	1		0.00	0.00	33.91	81.40	84.88	200.19
=====									
**** BOOK # :0003	TOTAL ACCOUNTS:	0		0.00	0.00	0.00	0.00	0.00	0.00
=====									
04-0004-07	CORONA, MARIO	7/08/2014	F			117.14	110.68		227.82
04-0020-02	HAMILTON, CORINNA	8/19/2014	F			34.31	81.40	73.70	189.41
=====									
**** BOOK # :0004	TOTAL ACCOUNTS:	2		0.00	0.00	151.45	192.08	73.70	417.23
=====									
05-0101-00	BURT, ROBERT	8/08/2014	F			258.35	188.55	32.64	479.54
=====									
**** BOOK # :0005	TOTAL ACCOUNTS:	1		0.00	0.00	258.35	188.55	32.64	479.54
=====									
**** BOOK # :0006	TOTAL ACCOUNTS:	0		0.00	0.00	0.00	0.00	0.00	0.00
=====									
07-0254-04	OTIS, CAROL	5/06/2014	F			55.98	106.66	93.98	256.62
07-0271-11	ROWE, TERESA	6/19/2014	F			44.34	105.13		149.47
07-0279-09	PETERS, ANNE E	6/05/2014	F			94.80	105.94	55.44	256.18
=====									
**** BOOK # :0007	TOTAL ACCOUNTS:	3		0.00	0.00	195.12	317.73	149.42	662.27
=====									
**** BOOK # :0008	TOTAL ACCOUNTS:	0		0.00	0.00	0.00	0.00	0.00	0.00
=====									
09-0019-90	ARNOLD, JAMES	7/16/2014	F			50.09			50.09

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

PAGE: 2

ZONE: ALL

CONTRACTS: NO

STAT: All

START DATES: 0/00/0000 THRU 99/99/9999

LAST BILL DATES: 0/00/0000 THRU 99/99/9999

FINAL DATES: 6/30/2014 THRU 7/31/2014

ACCOUNT NO#	NAME	LAST PAY	ST	--CURRENT--	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--BALANCE--
=====									
**** BOOK # :0009	TOTAL ACCOUNTS:	1		0.00	0.00	50.09	0.00	0.00	50.09
=====									
10-0097-01	GREINER, DEB	6/16/2014	F			70.96	85.38		156.34
=====									
**** BOOK # :0010	TOTAL ACCOUNTS:	1		0.00	0.00	70.96	85.38	0.00	156.34
=====									
11-0039-06	ORR, BRANDI	7/14/2014	F			57.97			57.97
=====									
**** BOOK # :0011	TOTAL ACCOUNTS:	1		0.00	0.00	57.97	0.00	0.00	57.97
=====									
**** BOOK # :0012	TOTAL ACCOUNTS:	0		0.00	0.00	0.00	0.00	0.00	0.00
=====									
**** BOOK # :0014	TOTAL ACCOUNTS:	0		0.00	0.00	0.00	0.00	0.00	0.00
=====									
**** BOOK # :0017	TOTAL ACCOUNTS:	0		0.00	0.00	0.00	0.00	0.00	0.00
=====									
**** BOOK # :0018	TOTAL ACCOUNTS:	0		0.00	0.00	0.00	0.00	0.00	0.00
=====									
80-0387-02	WEIS, JOSH	5/07/2014	F				20.77		20.77
=====									
**** BOOK # :0080	TOTAL ACCOUNTS:	1		0.00	0.00	0.00	20.77	0.00	20.77
=====									
**REPORT TOTALS**	TOTAL ACCOUNTS:	11		0.00	0.00	817.85	885.91	340.64	2044.40
=====									

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

PAGE: 3

===== R E P O R T T O T A L S =====

REVENUE CODE:	--CURRENT--	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--BALANCE--
100-WATER	0.00	0.00	344.10	348.83	125.20	818.13
200-SEWER	0.00	0.00	309.65	323.47	125.53	758.65
300-PROT	0.00	0.01	0.84	0.83	0.22	1.90
400-RECONNECT FEE	0.00	0.00	30.74	32.99	16.27	80.00
600-STORMWATER UTILITY FEE	0.00	0.01	28.74	34.36	11.89	75.00
610-SOLID WASTE	0.00	0.02CR	68.54	104.11	43.93	216.56
850-PENALTY	0.00	0.00	35.24	41.32	17.60	94.16
TOTALS	0.00	0.00	817.85	885.91	340.64	2044.40

TOTAL REVENUE CODES: 2,044.40  
 TOTAL ACCOUNT BALANCE 2,044.40  
 DIFFERENCE: 0.00

ERRORS: 000

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

PAGE: 4

SELECTION CRITERIA

-----  
REPORT OPTIONS

ZONE: \* - All  
ACCOUNT STATUS: ALL  
CUSTOMER CLASS: ALL  
COMMENT CODES: All

-----  
BALANCE SELECTION

SELECTION: ALL  
RANGE: 9999999.99CR THRU 9999999.99  
AGES TO TEST: ALL  
INCLUDE ZERO BALANCES: Include Accts w/Revenue Code balances

-----  
DATE SELECTION

CUSTOMER DATES: YES  
START DATE: 0/00/0000 THRU 99/99/9999  
LAST BILL DATE: 0/00/0000 THRU 99/99/9999  
FINAL DATE: 6/30/2014 THRU 7/31/2014

-----  
TRANSACTION DETAIL

PRINT TRANSACTION DETAIL: NO  
OLDEST TRANSACTION DATE: 99/99/9999

-----  
PRINT OPTION

TOTALS ONLY: NO  
CONTRACTS: NO  
PRINT SEQUENCE: ACCOUNT NUMBER  
COMMENT CODES: None  
\*\*\* END OF REPORT \*\*\*

## **CONSENT AGENDA**

### **C. CHECK RECONCILIATION REGISTER REPORTS:**

- SEPTEMBER 2014 CHECK REPORT
- SEPTEMBER 2014 BANK DRAFT REPORT

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CHECK RECONCILIATION REGISTER

PAGE: 1

COMPANY: 999 - POOLED CASH FUND

CHECK DATE: 9/01/2014 THRU 9/30/2014

ACCOUNT: 1000-001.000 POOLED CASH

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

TYPE: CHECK

STATEMENT: 0/00/0000 THRU 99/99/9999

STATUS: All

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

FOLIO: ALL

AMOUNT: 0.00 THRU 999,999,999.99

CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	---AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:	-----							
1000-001.000	9/05/2014	CHECK	044842	LAURIE B WILLIAMS	200.00CR	CLEARED	A	9/30/2014
1000-001.000	9/05/2014	CHECK	044843	SECURITY BENEFIT	63.00CR	CLEARED	A	9/30/2014
1000-001.000	9/05/2014	CHECK	044844	VANTAGEPOINT TRANS AGENTS	15.00CR	CLEARED	A	9/30/2014
1000-001.000	9/05/2014	CHECK	044845	U S DEPT OF EDUCATION	175.37CR	CLEARED	A	9/30/2014
1000-001.000	9/05/2014	CHECK	044846	FAMILY SUPPORT PAYMENT CENTER	67.00CR	CLEARED	A	9/30/2014
1000-001.000	9/05/2014	CHECK	044847	SURENCY LIFE AND HEALTH	118.76CR	CLEARED	A	9/30/2014
1000-001.000	9/05/2014	CHECK	044848	VERIZON WIRELESS SERVICES, LLC	560.14CR	CLEARED	A	9/30/2014
1000-001.000	9/05/2014	CHECK	044849	MARK HEINZ	850.00CR	CLEARED	A	9/30/2014
1000-001.000	9/05/2014	CHECK	044850	GILMORE & BELL PC	1,220.00CR	CLEARED	A	9/30/2014
1000-001.000	9/05/2014	CHECK	044851	MIZE HOUSER & COMPANY P.A.	425.00CR	CLEARED	A	9/30/2014
1000-001.000	9/05/2014	CHECK	044852	P E C (PROFESSIONAL ENGINEERIN	9,960.45CR	CLEARED	A	9/30/2014
1000-001.000	9/05/2014	CHECK	044853	RURAL WATER DISTRICT #2	450.00CR	CLEARED	A	9/30/2014
1000-001.000	9/05/2014	CHECK	044854	CRAIN CHEMICAL COMPANY	307.50CR	CLEARED	A	9/30/2014
1000-001.000	9/05/2014	CHECK	044855	KIA (KANSAS INTELLIGENCE ASSOC	120.00CR	OUTSTND	A	0/00/0000
1000-001.000	9/05/2014	CHECK	044856	WASTE MANAGEMENT OF WICHITA	29,325.91CR	CLEARED	A	9/30/2014
1000-001.000	9/05/2014	CHECK	044857	DECKER ELECTRIC	17,096.75CR	CLEARED	A	9/30/2014
1000-001.000	9/05/2014	CHECK	044858	THE SALINA SUPPLY COMPANY	16,077.02CR	CLEARED	A	9/30/2014
1000-001.000	9/05/2014	CHECK	044859	JORDAN NOONE	180.00CR	CLEARED	A	9/30/2014
1000-001.000	9/05/2014	CHECK	044860	JOY K. WILLIAMS, ATTORNEY AT L	1,000.00CR	CLEARED	A	9/30/2014
1000-001.000	9/05/2014	CHECK	044861	CATHERINE A. SEXTON	1,125.00CR	CLEARED	A	9/30/2014
1000-001.000	9/12/2014	CHECK	044862	DELTA DENTAL OF KANSAS, INC.	2,980.12CR	CLEARED	A	9/30/2014
1000-001.000	9/12/2014	CHECK	044863	JOEL D PILE	108.08CR	CLEARED	A	9/30/2014
1000-001.000	9/12/2014	CHECK	044864	TIFFANY L. WALTON-HOFT	34.94CR	CLEARED	A	9/30/2014
1000-001.000	9/12/2014	CHECK	044865	KANSAS OFFICE OF THE TREASURER	1,952.86CR	CLEARED	A	9/30/2014
1000-001.000	9/12/2014	CHECK	044866	HAMPEL OIL DISTRIBUTIONS, INC.	9,674.33CR	CLEARED	A	9/30/2014
1000-001.000	9/12/2014	CHECK	044867	KANSAS ONE-CALL SYSTEM, INC	122.40CR	CLEARED	A	9/30/2014
1000-001.000	9/12/2014	CHECK	044868	P E C (PROFESSIONAL ENGINEERIN	26,742.46CR	CLEARED	A	9/30/2014
1000-001.000	9/12/2014	CHECK	044869	P S I	202.50CR	CLEARED	A	9/30/2014
1000-001.000	9/12/2014	CHECK	044870	SEDGWICK COUNTY	4,979.52CR	CLEARED	A	9/30/2014
1000-001.000	9/12/2014	CHECK	044871	VALLEY CENTER HIGH SCHOOL	55.00CR	OUTSTND	A	0/00/0000
1000-001.000	9/12/2014	CHECK	044872	WICHITA STATE UNIVERSITY	476.00CR	CLEARED	A	9/30/2014
1000-001.000	9/12/2014	CHECK	044873	GIANT COMMUNICATIONS	1,520.49CR	CLEARED	A	9/30/2014
1000-001.000	9/12/2014	CHECK	044874	LAUTZ LAW, LLC	150.00CR	CLEARED	A	9/30/2014
1000-001.000	9/12/2014	CHECK	044875	AIR CAPITAL EQUIPMENT, INC.	4,407.99CR	CLEARED	A	9/30/2014
1000-001.000	9/19/2014	CHECK	044876	LEEKERS,	260.20CR	CLEARED	A	9/30/2014
1000-001.000	9/19/2014	CHECK	044877	LAURIE B WILLIAMS	200.00CR	CLEARED	A	9/30/2014
1000-001.000	9/19/2014	CHECK	044878	SECURITY BENEFIT	63.00CR	CLEARED	A	9/30/2014
1000-001.000	9/19/2014	CHECK	044879	VANTAGEPOINT TRANS AGENTS	15.00CR	CLEARED	A	9/30/2014
1000-001.000	9/19/2014	CHECK	044880	U S DEPT OF EDUCATION	175.37CR	CLEARED	A	9/30/2014
1000-001.000	9/19/2014	CHECK	044881	FAMILY SUPPORT PAYMENT CENTER	67.00CR	CLEARED	A	9/30/2014
1000-001.000	9/19/2014	CHECK	044882	AFLAC	690.05CR	CLEARED	A	9/30/2014
1000-001.000	9/19/2014	CHECK	044883	SURENCY LIFE AND HEALTH	108.29CR	CLEARED	A	9/30/2014
1000-001.000	9/19/2014	CHECK	044884	SURENCY LIFE AND HEALTH	327.21CR	CLEARED	A	9/30/2014
1000-001.000	9/19/2014	CHECK	044885	SPIKE ANDERSON	252.69CR	OUTSTND	A	0/00/0000

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CHECK RECONCILIATION REGISTER

PAGE: 2

COMPANY: 999 - POOLED CASH FUND

CHECK DATE: 9/01/2014 THRU 9/30/2014

ACCOUNT: 1000-001.000 POOLED CASH

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

TYPE: CHECK

STATEMENT: 0/00/0000 THRU 99/99/9999

STATUS: All

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

FOLIO: ALL

AMOUNT: 0.00 THRU 999,999,999.99

CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	---AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000-001.000	9/19/2014	CHECK	044886	LKM - LEAGUE OF KANSAS MUNICIP	942.99CR	CLEARED	A	9/30/2014
1000-001.000	9/19/2014	CHECK	044887	BEALL, MITCHELL AND SULLIVAN,	1,500.00CR	CLEARED	A	9/30/2014
1000-001.000	9/19/2014	CHECK	044888	P S I	984.00CR	CLEARED	A	9/30/2014
1000-001.000	9/19/2014	CHECK	044889	INTRUST CARD CENTER	40,574.29CR	CLEARED	A	9/30/2014
1000-001.000	9/19/2014	CHECK	044890	CENTRAL CONSTRUCTION	950.00CR	CLEARED	A	9/30/2014
1000-001.000	9/19/2014	CHECK	044891	GALLAGHER BENEFIT SERVICES, IN	218.00CR	CLEARED	A	9/30/2014
1000-001.000	9/19/2014	CHECK	044892	JORDAN NOONE	265.00CR	CLEARED	A	9/30/2014
1000-001.000	9/19/2014	CHECK	044893	CABLECOM, INC.	357.07CR	CLEARED	A	9/30/2014
1000-001.000	9/19/2014	CHECK	044894	JEFFERY S. NIEDENS	2,200.00CR	CLEARED	A	9/30/2014
1000-001.000	9/26/2014	CHECK	044895	MARK HEINZ	5,136.00CR	OUTSTND	A	0/00/0000
1000-001.000	9/26/2014	CHECK	044896	TYLER TECHNOLOGIES INC	205.00CR	OUTSTND	A	0/00/0000
1000-001.000	9/26/2014	CHECK	044897	SOUTH CENTRAL SEALING LLC	29,999.34CR	CLEARED	A	9/30/2014
1000-001.000	9/26/2014	CHECK	044898	A T & T KANSAS	1,035.40CR	OUTSTND	A	0/00/0000
1000-001.000	9/26/2014	CHECK	044899	CITY OF WICHITA	72,154.36CR	CLEARED	A	9/30/2014
1000-001.000	9/26/2014	CHECK	044900	PETTY CASH	57.50CR	OUTSTND	A	0/00/0000
1000-001.000	9/26/2014	CHECK	044901	R.E. PEDROTTI CO. INC	1,617.00CR	CLEARED	A	9/30/2014
1000-001.000	9/26/2014	CHECK	044902	SAFETY SOLUTIONS OF KANSAS	589.00CR	CLEARED	A	9/30/2014
1000-001.000	9/26/2014	CHECK	044903	LOYAL AMERICAN LIFE INSURANCE	60.96CR	CLEARED	A	9/30/2014
1000-001.000	9/26/2014	CHECK	044904	PRAIRIE SONG DESIGNS, INC.	79.50CR	CLEARED	A	9/30/2014
1000-001.000	9/26/2014	CHECK	044905	COVENTRY HEALTH CARE, INC.	42,253.05CR	OUTSTND	A	0/00/0000
1000-001.000	9/26/2014	CHECK	044906	JORDAN NOONE	120.00CR	OUTSTND	A	0/00/0000
1000-001.000	9/26/2014	CHECK	044907	THE VENUE LLC	550.00CR	CLEARED	A	9/30/2014
1000-001.000	9/26/2014	CHECK	044908	THOMAS J. DELGADO	160.00CR	VOIDED	A	9/26/2014
1000-001.000	9/26/2014	CHECK	044909	ANDREW MAUL	32.15CR	CLEARED	A	9/30/2014
1000-001.000	9/26/2014	CHECK	044910	THOMAS J. DELGADO	80.00CR	CLEARED	A	9/30/2014

TOTALS FOR ACCOUNT 1000-001	CHECK	TOTAL:	337,023.01CR
	DEPOSIT	TOTAL:	0.00
	INTEREST	TOTAL:	0.00
	MISCELLANEOUS	TOTAL:	0.00
	SERVICE CHARGE	TOTAL:	0.00
	EFT	TOTAL:	0.00
	BANK-DRAFT	TOTAL:	0.00

TOTALS FOR POOLED CASH FUND	CHECK	TOTAL:	337,023.01CR
	DEPOSIT	TOTAL:	0.00
	INTEREST	TOTAL:	0.00
	MISCELLANEOUS	TOTAL:	0.00
	SERVICE CHARGE	TOTAL:	0.00
	EFT	TOTAL:	0.00
	BANK-DRAFT	TOTAL:	0.00

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CHECK RECONCILIATION REGISTER

PAGE: 1

COMPANY: 999 - POOLED CASH FUND

CHECK DATE: 9/01/2014 THRU 9/30/2014

ACCOUNT: 1000-001.000 POOLED CASH

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

TYPE: BANK-DRAFT

STATEMENT: 0/00/0000 THRU 99/99/9999

STATUS: All

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

FOLIO: ALL

AMOUNT: 0.00 THRU 999,999,999.99

CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	---AMOUNT---	STATUS	FOLIO	CLEAR DATE
BANK DRAFT:								
1000-001.000	9/01/2014	BANK-DRAFT	091273	INTRUST BANK, N.A.	447.40CR	CLEARED	A	9/30/2014
1000-001.000	9/01/2014	BANK-DRAFT	091274	KANSAS DEPT OF REVENUE	16.95CR	CLEARED	A	9/30/2014
1000-001.000	9/01/2014	BANK-DRAFT	091275	COX COMMUNICATIONS KANSAS LLC	154.95CR	CLEARED	A	9/30/2014
1000-001.000	9/05/2014	BANK-DRAFT		ING LIFE INSURANCE & ANNUITY C	710.24CR	CLEARED	A	9/30/2014
1000-001.000	9/05/2014	BANK-DRAFT	000001	INTRUST BANK, N.A.	17,459.61CR	CLEARED	A	9/30/2014
1000-001.000	9/05/2014	BANK-DRAFT	000002	KANSAS DEPT OF REVENUE	2,462.23CR	CLEARED	A	9/30/2014
1000-001.000	9/05/2014	BANK-DRAFT	000003	KANSAS PAYMENT CENTER	554.81CR	CLEARED	A	9/30/2014
1000-001.000	9/05/2014	BANK-DRAFT	000004	KPERS	10,770.15CR	CLEARED	A	9/30/2014
1000-001.000	9/12/2014	BANK-DRAFT	091286	KANSAS DEPT OF REVENUE	734.08CR	CLEARED	A	9/30/2014
1000-001.000	9/16/2014	BANK-DRAFT	091281	COX COMMUNICATIONS KANSAS LLC	34.06CR	CLEARED	A	9/30/2014
1000-001.000	9/16/2014	BANK-DRAFT	091282	COX COMMUNICATIONS KANSAS LLC	59.95CR	CLEARED	A	9/30/2014
1000-001.000	9/16/2014	BANK-DRAFT	091283	COX COMMUNICATIONS KANSAS LLC	81.95CR	CLEARED	A	9/30/2014
1000-001.000	9/16/2014	BANK-DRAFT	091284	COX COMMUNICATIONS KANSAS LLC	129.95CR	CLEARED	A	9/30/2014
1000-001.000	9/16/2014	BANK-DRAFT	091285	COX COMMUNICATIONS KANSAS LLC	79.95CR	CLEARED	A	9/30/2014
1000-001.000	9/19/2014	BANK-DRAFT	091287	ING LIFE INSURANCE & ANNUITY C	709.04CR	CLEARED	A	9/30/2014
1000-001.000	9/19/2014	BANK-DRAFT	091288	INTRUST BANK, N.A.	17,064.66CR	CLEARED	A	9/30/2014
1000-001.000	9/19/2014	BANK-DRAFT	091289	KANSAS DEPT OF REVENUE	2,421.81CR	CLEARED	A	9/30/2014
1000-001.000	9/19/2014	BANK-DRAFT	091290	KANSAS PAYMENT CENTER	554.81CR	CLEARED	A	9/30/2014
1000-001.000	9/19/2014	BANK-DRAFT	091291	KPERS	10,466.09CR	CLEARED	A	9/30/2014
1000-001.000	9/23/2014	BANK-DRAFT	091292	WESTAR ENERGY, INC.	19,590.08CR	CLEARED	A	9/30/2014
1000-001.000	9/23/2014	BANK-DRAFT	091293	KANSAS GAS SERVICE	497.24CR	CLEARED	A	9/30/2014
1000-001.000	9/30/2014	BANK-DRAFT	091295	INTRUST BANK, N.A.	447.40CR	CLEARED	A	9/30/2014
1000-001.000	9/30/2014	BANK-DRAFT	091296	KANSAS DEPT OF REVENUE	16.95CR	CLEARED	A	9/30/2014

TOTALS FOR ACCOUNT 1000-001	CHECK	TOTAL:	0.00
	DEPOSIT	TOTAL:	0.00
	INTEREST	TOTAL:	0.00
	MISCELLANEOUS	TOTAL:	0.00
	SERVICE CHARGE	TOTAL:	0.00
	EFT	TOTAL:	0.00
	BANK-DRAFT	TOTAL:	85,464.36CR

TOTALS FOR POOLED CASH FUND	CHECK	TOTAL:	0.00
	DEPOSIT	TOTAL:	0.00
	INTEREST	TOTAL:	0.00
	MISCELLANEOUS	TOTAL:	0.00
	SERVICE CHARGE	TOTAL:	0.00
	EFT	TOTAL:	0.00
	BANK-DRAFT	TOTAL:	85,464.36CR

## **CONSENT AGENDA**

### **D. WASTE MANAGEMENT 3<sup>rd</sup> QUARTER REPORTS:**

- Valley Center Resident Phone Call Report
- Valley Center Tonnage Collected



4330 W. 31st ST. SOUTH  
 WICHITA, KS 67215-10005

**Valley Center Resident Phone Calls Q3**

<b>Reason Code</b>	<b>Total Calls 07/1/14-09/30/14</b>	<b>Details</b>
BIL (Billing)	2	
CPL (Complaint)	0	
CMP (Compliment)	0	
ENV (Environmental)	0	
INQ (Inquiry - Day)	0	
OPS (Operations)	1	Inquiry about service day
SAF (Safety)	0	
SAL (Sales)	0	
SIT (Site Survey)	0	
STP (Setup)	0	
UNR (Unresolved)	0	
<b>Total Calls</b>	<b>3</b>	

MPU (Missed Pickups)	0	(0) trash (0) recycling
----------------------	---	-------------------------

**VALLEY CENTER TONNAGE COLLECTED Q3**

**TRASH**

**JULY: 253.25 TONS**

**AUGUST: 185.86 TONS**

**SEPTEMBER: 211.50 TONS**

**Q3 TOTAL: 650.61 TONS**

**RECYCLING**

**JULY: 42.40 TONS**

**AUGUST: 33.69 TONS**

**SEPTEMBER: 33.85 TONS**

**Q3 TOTAL: 109.94 TONS**

## **STAFF REPORTS**

### **A. City Clerk Polian**

### **B. Chief of Police Hephner**

- Police Department August 2014 Report
- Municipal Court August 2014 Report

### **C. Fire Chief Tormey**

- Fire Department September 2014 Report

### **D. Community Development Director Utecht**

### **E. City Superintendent Holper**

### **F. Parks & Public Buildings Superintendent Owings**

- Parks & Public Buildings August & September 2014 Report

### **G. City Engineer Kelsey**

### **H. City Attorney Arbuckle**

### **I. City Administrator Pile**

**VALLEY CENTER POLICE DEPARTMENT  
SEPTEMBER 2014 REPORT**

Officer's Report

October 6, 2014

Chief Mark V. Hephner #1

Attention: Joel Pile  
City Administrator  
Valley Center Kansas

Subject: Valley Center Police September Monthly Report

The Police Department answered 431 calls for service during September 2014. Of those calls, 14 generated police cases. Emergency Communications/Records recorded 172 records dissemination requests. Officers wrote 110 citations for a total of 136 violations. The following is a break down of the police department cases:

**Calls for Service:**

- Alarms-10
- Animal-2
- Assist citizen-14
- Assist EMS-25
- Assist Fire-3
- Assist-outside agency-79
- Auto Theft-1
- Burglary-6
- Business/Residence checks-14
- 911 Hangups-60
- Disturbance/DV-33
- DUI-2
- Found/Lost Property-9
- Follow up-43
- Fraud-6
- Lost Juveniles-2
- Misc Calls-55
- Park Check-22
- Suspicious Person/Vehicle-63
- Traffic/Road-10
- Traffic Accidents--10-47-11 10-48-0
- Vandalism-0
- Welfare Check-0
- Warrant Service-3

The chief had a supervisor meeting on September 10. The chief attended one Lion's Club Meeting during the month. He had lunch meeting with Wichita PD Deputy Chief. He attended the monthly Chamber meeting on Sept 16. The chief attended the monthly area chief's meeting on Sept 18. The chief supervised security for the Fall Festival. The

chief attended a meeting at WPD on Sept 24, he was the Sedgwick County Chief's Association representative with ATF representatives considering if Sedgwick County for a NIBN machine. The NIBN machine allows departments to submit gun related evidence for matches to other cases in a timely manner. The chief attended a meeting at Sedgwick County 911 for information on FirstNet Network. This is an upcoming federal network for law enforcement.

During the month, Detective Sergeant Lloyd Newman II completed the monthly fuel report. He along with Sgt Vogt supervised Municipal Court sessions during the month. He attended a city safety/training meeting during the month. He attended the monthly KIA meeting. He attended an information briefing on Guardian Tracking software.

Sgt Vogt assisted with court twice during the month. He entered the departments training hours with C-Post. He assisted with and supervised the Field Training of the new officers. He attended an Operation Impact meeting on the 3<sup>rd</sup>. He and Sgt Delgado served an evaluation. He conducted one internal investigation.

Sgt Delgado attended the monthly supervisor meeting.

Detective Grayson interviewed numerous suspects/witnesses this month. He investigated several caseloads this past month and worked on Affidavits.

**Training:** (Attached)

**Community Outreach Programs:** Detective Grayson met with residents at New Hope and Sunflower Gardens. Several entries were made on the department Facebook page. Detective Grayson visited Youth Horizons to get a better understanding what they offer and to have another resource for our community. Youth Horizon empower children and their families to become healthy and productive members of our community. He met with the parent and child at-risk about making better choices. He worked with Valley View Apartments on helping a resident getting some assistance. He also worked with a DV victim at the apartments. He assisted a 3<sup>rd</sup> grader on his school project regarding what he wanted to be when he grows up. He had questions on being a police officer.

Officer Adams, the SRO at the Middle and Intermediate Schools was able to get "Mad Dog" as a guest speaker on September 23. He provided an excellent program to the students on making good life choices. He has been following up with students and parents regarding absences and tardiness. He continues with DARE program. He started a group at the schools SHOW. This group will organize support and send supplies to overseas troops.

Sgt Newman, Officer Gordon, Detective Grayson and SRO Officer Adams assisted with a presentation at Abilene School.

Sgt Vogt and Officer Adams met with USD 262 bus drivers.

Sgt Vogt had a Valley Center Police vehicle in the Lion's Car show on the 26<sup>th</sup>.

Sgt Vogt gave a Cub Scout group a tour of the Public Safety Building and also presented an OL program on the 23<sup>rd</sup>.

**Miscellaneous items:** The department assisted with an Intruder Drill at Abilene School on September 3 and also at the Middle School on the 17. Detective Grayson assisted KLETC with vehicle stop training specifically regarding racial profiling, this was for the racial profiling task force.

**The department provided security for the Fall Festival. The department provided 176 man hours of security during the festival. Part-time officers provided 64 of those hours.**

Officers participated on special traffic enforcement on Southwind.

The department participated the seatbelt enforcement week organized by the KDOT.

Chief Mark Hephner  
Valley Center Police Chief  
October 6, 2014

**VALLEY CENTER MUNICIPAL COURT  
SEPTEMBER 2014 REPORT**

September 1st through September 30, 2014

194 TOTAL CASES  
 126 TOTAL PERSONS  
  
 16 CASES WITH NO STATUS CHG.  
 11 CONTINUED TO NEW DATE  
 32 CONTINUED  
 5 TRIAL TO NEW DATE  
 6 TRIAL  
 7 PROBATION  
 3 REVIEW HEARING TO NEW DATE  
 2 REVIEW HEARING  
 4 WARRANT ISSUED  
 9 LATE NOTICE  
 7 INITIAL APPEARANCE TO NEW DATE  
 1 INITIAL APPEARANCE  
 14 DISMISSED WITHOUT PREJUDICE  
 13 PAYMENT PLAN  
 49 FINALIZED - FOUND GUILTY  
 4 NOTICE OF SUSPENSION SENT  
 6 DISMISSED/PRESENTED INSURANCE  
 5 DIVERSION

Report for fees collected: 9/01/2014 - 9/30/2014

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89	4,475.08	CCOST6	COURT COST 2011
2	438.42	CCSF	COM COR SUPERVISION FEE FUND
3	244.16	DIV	DIVERSION FEE
1	59.00	DLR	DL REINSTATEMENT FEE
1	22.00	DLR09	DLR09
134	11,178.00	FINE	FINE
88	43.13	JT	JUDGE TRAINING
88	1,725.19	LETDV0	LAW ENFORCEMENT TRAINING 2010
1	120.00-	REST	RESTITUTION
TOTAL:	18,064.98		

**VALLEY CENTER FIRE DEPARTMENT****September 2014 Activity Report**

The Fire Department responded to 59 calls for service in September; these are broken down as follows.

<b><u>Calls For Service</u></b>	<b><u>City</u></b>	<b><u>Townships</u></b>
Building Fire (Automatic Aid Given SCFD #1 in Park City)	0	1
Smoke Scare, Odor of Smoke	1	0
Unauthorized Burning	0	2
Motor Vehicle Accident With Injuries	0	1
Motor Vehicle Accident With no Injuries	0	1
Medical Assist, Assist EMS Crew	10	0
EMS Call	13	0
Assist Invalid	1	1
Arcing, Shorted Electrical Equipment	1	0
Overheated Motor	1	0
Water Problem, Other	1	0
Unintentional Transmission of Alarm, Other	1	0
School Activity, Standby	1	0
Dispatched & Cancelled En Route	8	3
Burn Permit	12	0

3 Firefighters were on Medical Standby at the VCHS Football Game (September 5<sup>th</sup> 2014).

16 Firefighters Attended Training in Valley Center Training Consisted of Hydrant Testing on the South End of Town, Self-Rescue Training with Entanglement Prop, and Reading Smoke Video (September 8<sup>th</sup> 2014).

9 Firefighters participated in Fire Truck Clean-up for the Fall Festival Parade (September 18<sup>th</sup> 2014).

16 Firefighters Participated in the Fall Festival Parade (September 20<sup>th</sup> 2014).

12 Firefighters Participated in the Stand-by at the Midway Morning Session for Fall Festival (September 20<sup>th</sup> 2014).

10 Firefighters Participated in the Fire Prevention Booth at the Kids Fair in Lyons Park for the Fall Festival (September 20<sup>th</sup> 2014).

5 Firefighters Participated in the Stand-by at the Midway Evening Session for Fall Festival (September 20<sup>th</sup> 2014).

6 Firefighters Participated in Main Street Clean-up for the Fall Festival (September 21<sup>st</sup> 2014).

15 Firefighters Attended Training in Valley Center Training Consisted of OB Emergency Training for Firefighter EMT's. Air Pack and Hose Drill Training was Conducted for Non-EMT's (September 22<sup>nd</sup> 2014).

3 Firefighters were on Medical Standby at the VCHS Football Game (September 26<sup>th</sup> 2014).

For the Year of 2013 VCFD had 888 Calls for Service. For the Year of 2007 VCFD had 467 Calls for Service Prior to Hiring a 2<sup>nd</sup> Full-Time Fireman for the Budgeted Year of 2008.

For the month of September 2014 VCFD had 59 Calls for Service and 38 of those Calls for Service Occurred After the Hours of 8:00 A.M. to 5:00 P.M.

The Total Number of Calls From January to September 2014 is 605 with 318 of those Calls After Hours.

**CHIEF TORMEY**

# Department of Parks & Public Buildings

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## Completed Projects & Task Highlights:

### **August 2014**

Senior Van – installed battery switch

MLP – routine irrigation maintenance checks & repairs

Pool - repaired filter piping

Pool – shut down & winterization of all facilities

PSB – repaired roof leak

PSB – cleaned bird nests off building & washed windows

Drain and winterize pool & pool facilities – end of season Aug 10<sup>th</sup>

MLP – installed new shade structures at Splash Pad

MLP – repaired vandalism to restroom stall partition

CB – replaced inside door to basement

PWB – installed damper in duct work

CEM – 1 burial & 4 stone setting

CEM – locate, spray and trim grass away from all corner marker pins

Prepared list of items & equipment for auction

Killed weeds and Bermuda grass in lawns in preparation for fall overseeding

Checked & repaired multiple irrigation system problems

### **September 2014**

Replaced operator on maintenance bay door at WWTP

LP - Removed dead tree

Pool – winterize drainage systems

All properties – overseed & aerate turf, replaced shrubs, trim shrubs & clean up landscape beds

All buildings - Re-stripe parking lot lines

MLP, CH, PSB - Sprinkler system repairs

WP – spray poison ivy & mowed trail

Prep parks and facilities for Fall Festival events, including fishing derby

Pool – wrap up winterization procedures & repairs

CEM – 1 burial

All buildings & facilities –checked all exterior lighting and replaced as necessary

AHP – prep playground for new mulch

Winterized splash pad

### **New Shade Features at McLaughlin Park**



### **New Shade Features at Arrowhead Park**



### Installed 90 yards new of playground mulch at Arrowhead Park



## **GOVERNING BODY REPORTS**

**A. Mayor McNown**

**B. Councilmember Leftoff**

**C. Councilmember Cicirello**

**D. Councilmember Ishman**

**E. Councilmember Dove**

**F. Councilmember Maschino**

**G. Councilmember L. Jackson**

**H. Councilmember Anderson**

**I. Councilmember Hobson**

**ADJOURN**