

CITY OF VALLEY CENTER

FINAL AGENDA

AUGUST 27, 2015

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.

SEPTEMBER 1, 2015

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. INVOCATION: MINISTERIAL ALLIANCE**
- 4. PLEDGE OF ALLEGIANCE**
- 5. APPROVAL OF AGENDA p 3**
- 6. ADMINISTRATION AGENDA p 4**
 - A. Minutes p 4
 - August 18, 2015 Regular Council Meeting p 5
 - B. Appropriation Ordinance p 9
- 7. PRESENTATIONS / PROCLAMATIONS p 17**
 - A. Proclamation, Constitution Week September 17-23, 2015
- 8. PUBLIC FORUM (*Citizen input and requests*) p 17**
- 9. APPOINTMENTS p 17**
 - A. Appointment of L.K.M Voting Delegates / Alternates
- 10. COMMITTEES, COMMISSIONS p 17**
- 11. OLD BUSINESS p 21**
 - A. Preliminary Discussion of 2016 Capital Improvement Plan p 22
- 12. NEW BUSINESS p 25**
 - A. Approval of Purchase of Dump Truck p 25
 - B. Approval of Master Drainage Plan Agreement with Professional Engineering Consultants p 28
 - C. Approval of Waste Water Treatment Plant Evaluation Agreement p41
- 13. CONSENT AGENDA p 47**
- 14. STAFF REPORTS p 47**
- 15. GOVERNING BODY REPORTS p 50**
- 16. ADJOURN**

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

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

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

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

APPROVAL OF AGENDA

RECOMMENDED ACTION:

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

ADMINISTRATION AGENDA

A. MINUTES:

Attached are the Minutes from the August 18, 2015 Regular City Council Meeting as prepared by the City Clerk.

REGULAR COUNCIL MEETING
August 18, 2015
CITY HALL
121 S. MERIDIAN

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

Members Absent: None

Staff Present: George Kolb, Interim City Administrator,
Kristine A. Polian, Finance and Admin Director
Mark Hephner, Police Chief
Robert Tormey, Fire Captain
Neal Owings, Parks and Public Buildings Superintendent
John Emerson, Community Development Intern
Brenton Holper, City Superintendent
Kristi Carrithers, City Clerk
Joshua Golka, City Engineer

Press present: The Ark Valley News

APPROVAL OF THE AGENDA

A request for an addition to the consent agenda was present: D) Special use request of Lions park.

Jackson moved to approve the Agenda as amended, second by Cicirello, Vote yea: unanimous. Motion carried.

ADMINISTRATION AGENDA

MINUTES – August 4, 2015 REGULAR CITY COUNCIL MEETING

Hobson moved to accept the minutes for the August 4, 2015, Regular City Council Meeting, second by Cicirello. Vote yea: unanimous. Motion carried.

APPROPRIATION ORDINANCE

Cicirello moved to approve the Appropriation Ordinance as presented, second by Kerstetter. Vote Yea: Unanimous. Motion carried.

TREASURERS REPORT – JULY 2015

Maschino moved to approve the July 2015 Treasurer's Report, second by Cicirello, Vote yea: unanimous. Motion carried.

PRESENTATIONS/PROCLAMATIONS -None

PUBLIC FORUM -None

APPOINTMENTS-None

COMMITTEES, COMMISSIONS-None**OLD BUSINESS****A. RESOLUTION 644-15: PROPERTY TAXATION POLICY**

Polian explained that newly passed legislation requires council approval of Resolution 644-15 with respect to the financing of the annual budget for 2016. She also presented to the council the completed 2016 State of Kansas Budget Certificate that was approved August 4, 2015.

Cicirello moved to adopt Resolution 644-15 expressing the property taxation policy of the Governing Body of the City of Valley Center per statute. Hobson seconded the motion. Vote Yea: unanimous. Motion carried.

B. 2016 STATE OF KANSAS BUDGET CERTIFICATE

No action needed

NEW BUSINESS**A. EXECUTIVE SESSION**

Cicirello moved to recess into Executive Session for a period of 25 minutes, to discuss potential litigation and possible land acquisition, to include the Governing Body and interim City Administrator. Kerstetter seconded the motion. Vote Yea: unanimous. Motion carried.

Recess started at 7:09PM

Recess ended at 7:34PM

- Cicirello reported no action was taken during Executive Session.

B. WASTE WATER TREATMENT PLANT AIR COMPRESSOR PURCHASE

Holper reported that the day after the August 4, Council meeting, the two aeration basins became irreparable. In order to maintain the dissolved oxygen levels an air compressor is being used. The difference in cost to rent a unit versus the cost to purchase is such that the staff recommended the purchase of a new air compressor with a purchase price not to exceed \$19,000.00.

Cicirello verified the cost and asked if the funds would come from the emergency fund. Holper stated that with some budget adjustments the cost will come from the operating budget.

Hobson moved to authorize the purchase of the air compressor for the Waste Water Treatment Plant. Kerstetter seconded the motion. Vote Yea: Unanimous. Motion carried.

CONSENT AGENDA

Cicirello moved to approve the Consent Agenda as amended, second by Hobson, Vote yea: unanimous. Motion carried.

STAFF REPORTS**CHIEF OF POLICE HEPHNER**

Hephner reported that Officer Mumma has completed training. Officer Nygaard will graduate later this week.

CITY SUPERINTENDENT HOLPER

The contractors have completed sections of mill and overlays on Kanza, Pasea Madre & 77th St. Holper has received “positive feedback” from residents.

CITY ENGINEER GOLKA

Golka reported that the Emporia sidewalk project has been completed.

As the Meridian project nears completion, speed limits will increase with the exception of the work area at Ford and Meridian. The work area will remain at 20 mph.

Hobson raised a question that he has been asked. “What will 1” of rain do to Meridian?” Golka stated that at the completion of the project it will drain to the pond. He will be happy to discuss with any person directly the specifics of the project. Kerstetter verified that the project is on schedule.

INTERIM CITY ADMINISTRATOR KOLB

Kolb reported that in response to an initial search for a Community Development Director, they don’t have a large pool to choose from, but they hope to begin interviews next week.

Kolb has observed that there is minimal strategic planning and is looking for direction from the council. While master plans have been made for Valley Center flooding issues and the Community Center/Library, other issues are facing the city. Other local communities seem to have plans to promote and development for the future.

Council consensus agreed that strategic planning is necessary in order to provide opportunities for economic development and City growth.

GOVERNING BODY REPORTS

COUNCILMEMBER CICIRELLO

Noted that ditches are not being mowed again and requested that letters be sent to owners.\

COUNCILMEMBER JACKSON

A strategic meeting is a great idea. Need to get it started.

ADJORN -

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

Meeting adjourned at 8:05 PM.

Kristi Carrithers, City Clerk

ADMINISTRATION AGENDA
RECOMMENDED ACTION

A. MINUTES:

RECOMMENDED ACTION:

Staff recommends motion to approve the minutes of the August 18, 2015 Regular Council Meeting Minutes as presented / amended.

ADMINISTRATION AGENDA

B. APPROPRIATION ORDINANCE:

Below is the proposed Appropriation Ordinance for September 1, 2015 as prepared by City Staff.

September 1, 2015 Appropriation

Total	\$ 217,575.49
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8/27/2015 2:34 PM
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	DISCOU
0372 I-MTG201508066294	U S DEPT OF EDUCATION AGENCY TRACK NO 1018409186	R	8/07/2015	134.53	
0025 I-201508146325	MIKE JOHNSON SALES, INC. WALL PLATE & BRACKETS	R	8/14/2015	54.00	
0081 I-201508146328	KDHE-BUREAU OF WATER ANNUAL STORMWATER PERMIT	R	8/14/2015	60.00	
0082 I-201508146331	KDOT BUREAU OF TRANSPORTATION FORD STREET BRIDGE	R	8/14/2015	14,259.36	
0092 I-201508146334	TYLER TECHNOLOGIES INC AUG 2015 MONTHLY FEES	R	8/14/2015	205.00	
0110 I-201508146324	LKM - LEAGUE OF KANSAS MUNICIP COM DEV WEBSITE AD	R	8/14/2015	140.00	
0153 I-201508146322	THE ARK VALLEY NEWS JULY 2015 LEGALS	R	8/14/2015	353.28	
0179 I-201508146326	INTERLINGUAL SERVICE INTERPRETER FOR 7/22/2015	R	8/14/2015	89.00	
0249 I-201508146333	APAC - KANSAS INC MAIN STREET REPAIRS	R	8/14/2015	16,698.24	
0259 I-201508146336	CRAIN CHEMICAL COMPANY CLEANING SUPPLIES	R	8/14/2015	103.10	
0288 I-201508146335	LAYNE CHRISTENSEN COMPANY WELL MAINTENANCE	R	8/14/2015	4,301.97	
0306 I-201508146323	SEDGWICK COUNTY JULY 2015 HOUSING FEES	R	8/14/2015	1,450.80	
0315 I-201508146327	WASTE MANAGEMENT OF WICHITA JULY 2015 SERVICES	R	8/14/2015	30,475.71	
0328 I-201508146337	UCI - UTILITY CONSULTANTS DRUG TESTING	R	8/14/2015	75.00	
0530 I-201508146332	GALLAGHER BENEFIT SERVICES, IN AUGUST 2015 BENEFITS	R	8/14/2015	266.50	

8/27/2015 2:34 PM
 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	DISCOU
0552	WAMPO				
I-201508146329	2015 TIP FEE	R	8/14/2015	237.11	
I-201508146330	2015 TIP FEE	R	8/14/2015	2,640.00	
0085	LAURIE B WILLIAMS				
I-REB201508196338	CASE # 13-12943	R	8/21/2015	200.00	
0210	SECURITY BENEFIT				
I-SCB201508196338	DEFERRED COMPENSATION	R	8/21/2015	25.00	
0313	VANTAGEPOINT TRANS AGENTS				
I-ICM201508196338	PLAN NUMBER 302196 457 D.C.	R	8/21/2015	211.54	
I-ICP201508196338	RETIREMENT 457 DEFERRED COMP	R	8/21/2015	211.54	
0372	U S DEPT OF EDUCATION				
I-MTG201508196338	AGENCY TRACK NO 1018409186	R	8/21/2015	134.53	
0076	KANSAS SECRETARY OF STATE				
I-201508216352	VOGT NOTARY RENEWAL	R	8/21/2015	25.00	
0077	KANSAS OFFICE OF THE TREASURER				
I-201508216365	JULY 2015 FEES	R	8/21/2015	1,206.00	
0084	KMIT-KS MUNICIPAL INSURANCE				
I-201508216351	ADDITIONAL PREMIUM/AUDIT	R	8/21/2015	4,838.00	
0092	TYLER TECHNOLOGIES INC				
I-201508216349	MAINTENANCE 09/01-9/31/16	R	8/21/2015	232.48	
0099	CCMFOA OF KANSAS				
I-201508216366	2015 ANNUAL DUES KC	R	8/21/2015	50.00	
0127	HAMPEL OIL DISTRIBUTIONS, INC.				
I-201508216358	DIESEL STORAGE TANK	R	8/21/2015	2,160.00	
0148	WHITE STAR MACHINERY & SU				
I-201508216359	AIR COMPRESSOR	R	8/21/2015	16,900.00	
0157	BOB KELLET INSURANCE AGENT				
I-201508216353	VOGT NOTARY RENEWAL	R	8/21/2015	50.00	
0204	PITNEY BOWES				
I-201508216350	JULY POSTAGE	R	8/21/2015	604.50	

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	DISCOU
0229	SEDGWICK CO. HEALTH DEPT - BIL I-201508216368 VACCINATIONS	R	8/21/2015	1,244.90	
0239	A T & T KANSAS I-201508216357 8/9 THRU 9/8/15 VLLEY CRE I-201508216360 8/9 THRU 9/9/15 DES SUBST	R	8/21/2015	122.77	
0270	INTRUST CARD CENTER I-201508216348 JULY 2015 CHARGES	R	8/21/2015	44,014.77	
0662	QUALITY TURF MANAGEMENT LLC I-201508216361 6345 N SULLIVAN I-201508216362 7117 N CLARENCE I-201508216363 7010 N CHAPARRAL	R	8/21/2015	175.00	
0684	US BANK I-201508216356 PELICAN SWEEPER	R	8/21/2015	49,770.47	
0032	AFLAC I-AF 201508066294 SUPPLEMENTAL INSURANCE I-AF 201508196338 SUPPLEMENTAL INSURANCE I-AFC201508066294 SUPPLEMENTAL INSURANCE I-AFC201508196338 SUPPLEMENTAL INSURANCE I-AFD201508066294 SUPPLEMENTAL INSURANCE I-AFD201508196338 SUPPLEMENTAL INSURANCE I-AFO201508066294 SUPPLEMENTAL INSURANCE I-AFO201508196338 SUPPLEMENTAL INSURANCE	R	8/21/2015	73.22	
0354	LOYAL AMERICAN LIFE INSURANCE I-ACC201508066294 LOYAL AMERICAN ACCIDENT I-ACC201508196338 LOYAL AMERICAN ACCIDENT I-CNC201508066294 LOYAL AMERICAN CANCER I-CNC201508196338 LOYAL AMERICAN CANCER	R	8/21/2015	6.35	
0445	DELTA DENTAL OF KANSAS, INC. I-DDS201508066294 DENTAL INSURANCE I-DDS201508196338 DENTAL INSURANCE I-DEC201508066294 DENTAL INSURANCE I-DEC201508196338 DENTAL INSURANCE I-DES201506296146 DENTAL INSURANCE I-DES201508066294 DENTAL INSURANCE I-DES201508196338 DENTAL INSURANCE I-DFM201508066294 DENTAL INSURANCE I-DFM201508196338 DENTAL INSURANCE	R	8/21/2015	126.80	

8/27/2015 2:34 PM
 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	DISCOU
0511	COVENTRY HEALTH CARE, INC.				
I-M1E201508066294	MEDICAL INSURANCE- EMP COST	R	8/21/2015	19,092.16	
I-M1E201508196338	MEDICAL INSURANCE- EMP COST	R	8/21/2015	20.10	
I-M1F201508066294	MEDICAL INSURANCE- EMP COST	R	8/21/2015	189.96	
I-M1F201508196338	MEDICAL INSURANCE- EMP COST	R	8/21/2015	189.96	
I-M1S201508066294	MEDICAL INSURANCE- EMP COST	R	8/21/2015	86.44	
I-M1S201508196338	MEDICAL INSURANCE- EMP COST	R	8/21/2015	86.44	
0566	SURENCY LIFE AND HEALTH				
I-VES201508066294	VISION INSURANCE	R	8/21/2015	8.84	
I-VES201508196338	VISION INSURANCE	R	8/21/2015	8.84	
I-VMC201508066294	VISION INSURANCE	R	8/21/2015	16.56	
I-VMC201508196338	VISION INSURANCE	R	8/21/2015	16.62	
I-VME201508066294	VISION INSURANCE	R	8/21/2015	18.48	
I-VME201508196338	VISION INSURANCE	R	8/21/2015	18.48	
I-VMF201508066294	VISION INSURANCE	R	8/21/2015	80.70	
I-VMF201508196338	VISION INSURANCE	R	8/21/2015	80.70	
I-VMS201508066294	VISION INSURANCE	R	8/21/2015	38.72	
I-VMS201508196338	VISION INSURANCE	R	8/21/2015	38.72	
I-VSS201508066294	VISION INSURANCE	R	8/21/2015	4.22	
I-VSS201508196338	VISION INSURANCE	R	8/21/2015	4.21	

* * T O T A L S * *	NO	INVOICE AMOUNT
REGULAR CHECKS:	39	217,158.94
HAND CHECKS:	0	0.00
DRAFTS:	0	0.00
EFT:	0	0.00
NON CHECKS:	0	0.00
VOID CHECKS:	0 VOID DEBITS	0.00
	VOID CREDITS	0.00

TOTAL ERRORS: 0

VENDOR SET: 02 BANK: APBK TOTALS:	NO	INVOICE AMOUNT
	39	217,158.94

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	DISCOU
0017	KRISTINE POLIAN				
I-201508216364	MEETING TAXATION POLICY	R	8/21/2015	204.55	
I-201508216369	MILEAGE FOR MEETINGS	R	8/21/2015	34.50	
0027	JAMES D GRAYSON				
I-201508216355	PER DIEM	R	8/21/2015	60.00	
0050	LLOYD C. NEWMAN				
I-201508216354	PER DIEM	R	8/21/2015	60.00	
0074	KRISTI CARRITHERS				
I-201508216367	KOMA/KORA MILEAGE	R	8/21/2015	57.50	

* * T O T A L S * *

	NO	INVOICE AMOUNT
REGULAR CHECKS:	4	416.55
HAND CHECKS:	0	0.00
DRAFTS:	0	0.00
EFT:	0	0.00
NON CHECKS:	0	0.00
VOID CHECKS:	0	
VOID DEBITS		0.00
VOID CREDITS		0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT
VENDOR SET: 03 BANK: APBK TOTALS:	4	416.55
BANK: APBK TOTALS:	43	217,575.49
REPORT TOTALS:	43	217,575.49

SELECTION CRITERIA

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

CHECK SELECTION

CHECK RANGE: 045751 THRU 045793
DATE RANGE: 0/00/0000 THRU 99/99/9999
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

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

ADMINISTRATION AGENDA
RECOMMENDED ACTION

B. APPROPRIATION ORDINANCE:

RECOMMENDED ACTION:

Staff recommends motion to approve the September 1, 2015 Appropriation Ordinance as presented / amended.

PRESENTATIONS / PROCLAMATIONS

A. PROCLAMATION FOR CONSTITUTION WEEK **SEPTEMBER 17-23, 2015:**

PUBLIC FORUM

APPOINTMENTS

A. SELECTION OF L.K.M. VOTING DELEGATES / ALTERNATES:

- 2 Delegates
- 2 Alternates

COMMITTEES, COMMISSIONS

PROCLAMATION FOR CONSTITUTION WEEK

September 17 – 23, 2015

WHEREAS: September 17, 2015, marks the two hundred twenty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, Laurie Dove, by virtue of the authority vested in me as Mayor of the City of Valley Center, Kansas, do hereby proclaim the week of September 17 through 23, 2015 as

CONSTITUTION WEEK

AND ask our citizens to reaffirm the ideals of the Framers of the Constitution and the rights, privileges, and responsibilities they afforded us, protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Valley Center to be affixed this 1th day of September of the year of our Lord two thousand and fifteen.

SEAL

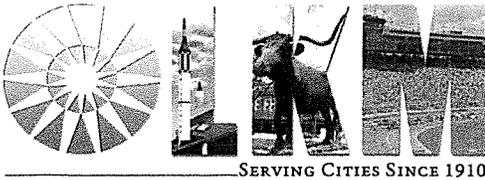
Signed _____

Laurie Dove, Mayor

Attest _____

Kristi Carrithers, City Clerk

LEAGUE OF KANSAS MUNICIPALITIES



300 SW 8th Avenue, Ste. 100
 Topeka, KS 66603-3951
 P: (785) 354-9565
 F: (785) 354-4186
 www.lkm.org

August 21, 2015

Dear City Clerks or City Managers/City Administrators:

We are pleased the League's Annual Conference in Topeka, October 10-12, 2015, is shaping up to be an exciting experience. We have an outstanding program of speakers, panel discussions and workshops planned which are highlighted in the July issue of the *Kansas Government Journal*.

I am writing to invite your city governing body to register its League voting delegates. State law provides that the governing body of each member city of the League may elect city delegates from among the city's officers to represent the city in the conduct and management of the affairs of the League. League bylaws provide that a city voting delegate or alternate delegate qualifies by having his or her name, city title and address registered with the executive director.

Each member city needs to file new registration forms with the **League of Kansas Municipalities, 300 SW 8th Avenue, Topeka, KS 66603, by Friday, September 18th**.

Article 4, Sec. 5 of the League Bylaws prescribes the total number of votes provided to each member city based on population. The number of delegate registration forms enclosed is based on the following table.

City Population	No. Votes	No. Delegate Forms	No. Alternate Forms
1 - 2,500	1	1	1
2,501 - 7,500	2	2	2
7,501 - 17,500	3	3	3
17,501 - 37,500	4	4	4
37,501 - 77,500	5	5	5
77,501 - 117,500	6	6	6
117,501 - 157,500	7	7	7
157,501 - 197,500	8	8	8
197,501 - 237,500	9	9	9
237,501 - 277,500	10	10	10
277,501 - 355,500	11	11	11
355,501 - 395,500	12	12	12

A business and policy session of city voting delegates will be held on Monday afternoon, October 12th, at the conference in Topeka.

I look forward to hearing from you.

Sincerely,

Erik A. Sartorius
 Executive Director

Enclosures

CITY VOTING DELEGATE REGISTRATION
League of Kansas Municipalities

The Governing Body of the City of _____

has elected: Name _____

Title _____

Address _____

E-Mail Address _____

to be (circle one)

voting delegate 1 2

alternate voting delegate 1 2

to represent the city in the conduct and management of the affairs of the League of Kansas Municipalities.

Signed: _____
 City Clerk

Date: _____

INSTRUCTIONS

Four voting delegate registration forms are enclosed. Based on its current population, your city may have two voting delegates. A separate form should be filed for your voting delegate and for any alternate delegate you elect.

Actions taken at the League's annual business session are taken by vote of the individual voting delegates present unless the weighted voting system is triggered by the request of ten or more delegates.

If the weighted voting system is used, a roll call vote of member cities will be held. Under a roll call by city, your city will have one vote.

State Law Authorizing City Delegates

K.S.A. Supp. 12-1601f. "The governing body of each member city may elect city delegates from among the city's officers to represent the city in the conduct and management of the affairs of the League of Kansas Municipalities."

League Bylaw on Election and Qualifying of Delegates

Article 2, Section 2. "When a city is a member of the League, any elected or appointed officers of such city may be elected by the city governing body as voting delegates and alternate voting delegates in accordance with the provisions of Article 4 of these bylaws, to represent the city in any meeting of the voting delegates and in the conduct of any other affairs of the instrumentality requiring action of the member cities. Alternate voting delegates may vote on matters before a meeting of the voting delegates in the absence of the regular delegate. A voting delegate or alternate shall qualify by having his or her name, city, title and address registered with the executive director and shall hold such position while qualified and until a successor is elected and qualified."

OLD BUSINESS

A. CIP DISCUSSION:

- 10 Year Capital Improvement Plan Prelim Discussion memo from George Kolb, Interim City Administrator
- Capital Improvement Program 2015-2025
- Other CIP Projects

August 27, 2015

To: Mayor Dove and Members of City Council

From: George Kolb, Interim City Administrator

Subject: 10 Year Capital Improvement Plan Prelim Discussion

Attached is my first draft of a proposed ten year plan for capital improvements stretching into 2025. This is an opportunity to develop concepts for your vision of what the city should look like in 10 years. I have made an attempt to look at 'weak' spots in the city. By weak, I mean challenges to the quality of life of citizens and visitors living in Valley Center and developing resources to address those challenges.

Some of the major areas that we addressed include:

- Stormwater Management
- Deteriorating infrastructure including streets, bridges and substandard roads
- Passive recreational opportunities
- New service facilities

The Meridian/Ford Street project has afforded the city an opportunity to address stormwater issues. Of all the complaints that the city has received since my tenure began is flooding and standing water with no place to go. In the budget, Council authorize updating the city's master plan for addressing stormwater. I have tried to provide some seed money for implementing the plan, although we need to develop more funding resources to fully achieve the plan. That's where community engagement and strategic planning is helpful.

We all are keenly aware of our need for street and bridge repair/replacement. With federal funds available, we have attempted to maximize its use as well as leverage local dollars to target areas of potential growth. We also want to continue to implement the sidewalk program to increase the community's passive recreation capacity as well as begin implementation of the Community Center/Library project.

We included a proposal for a new municipal center that would include a city hall, police and fire facilities. A conservative addition to the workforce over the last few years, has put building capacity and use to the maximum. Modest investments in older facilities have yielded little benefit to the city organization. I believe that it is time to look forward and determine whether or not the community deserves better.

Again, this is a preliminary discussion. Council should weigh in their hopes and desires for a better Valley Center. I firmly believe that today's decisions on what to do, will influence tomorrow's desired Valley Center.

10-Year Capital Improvement Program

Other Potential Projects	Cost
3rd St. road rebuild & drainage improvements	\$375,000
N. City Limits ditch	?, under \$500,000
69th St. Bridge rehabilitation	?
Ash St. from Main St. to 5th full depth reconstruction w/blvd instead of extremely wide road & SS	?
Ash St. water line from Main St. to 5th St.	?
Birch St. from 1st St. to 5th St. super slurry w/2" asphalt overlay	?
Dexter full depth reconstruction w/SS	?
5th St. Waterline from Fiddler's Creek to Broadway	? \$375,000
New Public Works/Parks & Public Buildings Facility	? \$2,750,000
Sewer manhole rehab & point repairs	?
Sidewalks?	
SS 1st St. from Meridian to Ash	
SS 2nd St. from Meridian to Ash	
Ford: Bridge to Broadway	

OLD BUSINESS
RECOMMENDED ACTION

A. CIP DISCUSSION:

Should Council choose to proceed.

RECOMMENDED ACTION:

FOR DISCUSSION ONLY

NEW BUSINESS

A. Recommendation to purchase Dump Truck

- City Superintendent memo

September 1, 2015

To: Laurie Dove, Mayor & Members of City Council

From: Brenton Holper, Public Works Director

Subject: Recommendation – Air Compressor Purchase

RECOMMENDATION

The Public Works Department recommends that the City Council authorizes the purchase of 2016 Kenworth T370 Tandem Axle Dump Truck for a purchase price not to exceed \$125,937.

BACKGROUND

One of the most vital vehicles within the VCPW fleet is a 1996 International Dump Truck 4900. This vehicle is the primarily used for plowing the main roadways (Meridian, Ford St., & 5th St.) throughout the City and hauling materials (sand, dirt, rock, etc.) year round.

The overall condition of this vehicle is poor and VCPW staff has been working to stretch the useful life of it as much as possible in recent years. VCPW staff has identified concerns with the engine which are significant enough to consider replacement now in order to capitalize on the trade-in value left in this vehicle. The average of the VCPW fleet for dump trucks is 28 years old, with this truck being close to 20 years old. It has over 108,000 miles.

VCPW is proposing the purchase of a 2016 Kenworth T370 Tandem Axle Dump Truck. Other brands were considered, but the Kenworth was identified as the lowest bid to meet our specifications. This vehicle is larger than the vehicle being replaced, but provides the ability to be more efficient with hauling of materials and being safer on the roads during a snow event.

If VCPW is authorized to move forward with the purchase of a 2016 Kenworth ###, the expected delay for delivery is 90 days.

FINANCIAL CONSIDERATION

VCPW has received a bid for \$125,937 for the purchase of a 2016 Kenworth T370 Tandem Axle Dump Truck. If approved, VCPW would place the order for this dump truck as soon as possible in order to have early into the winter season. The expected delay for delivery for this vehicle is 90 days.

It is recommended that the purchase of this vehicle be paid through the available fund balance for the Special Streets & Highway fund. This will require an amendment to the 2015 budget, which is anticipated to occur later in 2015 to account for the animal control officer position.

NEW BUSINESS

RECOMMENDED ACTION

A. RECOMMENDATION TO PURCHASE DUMP TRUCK

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion to approve the purchase of a 2016 Kenworth T370 Tandem Axle Dump Truck for a purchase price not to exceed \$125,937.

NEW BUSINESS

B. APPROVAL OF MASTER DRAINAGE PLAN AGREEMENT:

- Agreement with Professional Engineering Consultants, PA

AGREEMENT
 for
 ENGINEERING SERVICES
 between
 CITY OF VALLEY CENTER
 and
 PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
 303 S. TOPEKA, WICHITA, KANSAS

This Agreement, made this _____ day of _____, 2015, by and between the City of Valley Center, hereinafter called the "OWNER", and Professional Engineering Consultants, P.A., Wichita, Sedgwick County, Kansas, hereinafter called the "ENGINEER".

WITNESSETH: That whereas the OWNER intends to study storm water drainage, hereinafter called the PROJECT, and

WHEREAS it is the desire of both parties that the ENGINEER furnish engineering and technical services in conjunction with the PROJECT; the improvements being more specifically described as Master Drainage Plan, and

WHEREAS all of the aforesaid is located within the corporate limits of the City of Valley Center, Sedgwick County, Kansas, and

WHEREAS the OWNER is authorized by law to retain a consulting engineer to assist in the study for the PROJECT, as well as such other tasks as may be requested by the OWNER;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein set forth for the completion of the PROJECT, the parties hereto do mutually agree as follows:

ARTICLE I. SCOPE OF SERVICES.

The Scope of Services to be performed by the ENGINEER shall be as set forth in EXHIBIT A as attached.

ARTICLE II. THE ENGINEER AGREES.

- A. To provide the various technical and professional services, equipment, material, and transportation to perform the tasks as outlined in the Scope of Services.

- B. To make available during regular office hours at ENGINEER's Wichita office all calculations, sketches, and drawings such as the OWNER may wish to examine periodically during performance of the Agreement.
- C. Where payment is based on other than a lump sum amount, to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such material available at ENGINEER's office at reasonable times during the contract period and for three years from the date of final payment under the contract for inspection by the OWNER or OWNER'S authorized representatives.
- D. To comply with and/or to the following additional provisions with respect to ENGINEER's performance and obligation under this agreement:
 - 1. The ENGINEER shall observe the provisions of the Kansas Act Against Discrimination, the Kansas Age Discrimination in Employment Act and the applicable provisions of the American with Disabilities Act, and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin, or ancestry.
 - 2. In all solicitations or advertisements for employees, the ENGINEER shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Commission on Civil Rights.
- E. To accept compensation for the services herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in conjunction with the PROJECT.
- F. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with paragraph D, Exhibit A; except that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the OWNER or others, or for other unavoidable delays beyond the control of the ENGINEER.
- G. To indemnify and hold harmless the OWNER, its employees and agents from and against claims, damages, losses, and expenses arising out of or resulting from the performance of the services of ENGINEER, but only to the extent such claims, damages, losses, or expenses are caused by the negligent act, error, or omission of ENGINEER or any person or organization for whom ENGINEER is legally liable. Unless otherwise stated herein, in the event such claims, damages, losses, or expenses are caused by the joint or concurrent negligence of the OWNER and

ENGINEER and/or others, such liability shall be borne by each party in proportion to its own negligence.

- H. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from negligent errors, omissions and acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this Agreement and for which the ENGINEER is legally liable. Such policy of insurance shall be in an amount not less than \$500,000 subject to deductible. In addition, a Worker's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Worker's Compensation Law. The liability limit shall not be less than the following:

Worker's Compensation - Statutory
 Employer's Liability - \$500,000.00 each accident
 \$500,000.00 disease, each employee
 \$500,000.00 disease, policy limit

Further, a commercial general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER's employees) or damage to property of the OWNER or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of ENGINEER services under this Agreement. The liability limit shall not be less than \$500,000 per occurrence for bodily injury, death and property damage.

Satisfactory Certificates of Insurance shall be filed with the OWNER within fourteen (14) days of written request by the OWNER. The ENGINEER shall furnish the OWNER certificates of insurance that relate to the insurance policies that must be maintained hereunder. In addition, insurance policies applicable hereto shall contain a provision that provides that the OWNER shall be given thirty (30) days written notice by the Insurance Company before such policy is substantially changed or canceled.

- I. To deliver to the OWNER tracings of the completed plans, and copies of electronic data files as may be requested, and other pertinent drawings and documents for the PROJECT, all such documents to become the property of the OWNER, PROVIDED, however, that all documents designated to become property of the OWNER shall be understood to be instruments of service in respect to this PROJECT and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER whether or not the PROJECT is completed). Use of these documents for any other purpose without written authorization and consent of PEC is prohibited.
- J. To attend meetings with the OWNER and other local, state and federal agencies as necessitated by the PROJECT.
- K. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed and to advise the OWNER in writing of the person(s) so designated.
- L. The ENGINEER hereby certifies that:
 - 1. It has not employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above ENGINEER) to solicit or secure this Agreement.
 - 2. It has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.
 - 3. It has not paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for the above ENGINEER) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement.

ARTICLE III. THE OWNER AGREES.

- A. To furnish the ENGINEER any information currently available relative to existing and proposed improvements in the PROJECT area which may be pertinent to the PROJECT. Such information may include, soil borings and geotechnical reports about subsurface conditions, hazardous conditions and/or history of site contamination, underground utilities, etc.
- B. To provide right of entry for the ENGINEER's personnel in performing field surveys and inspections.

- C. To promptly review all preliminary study reports, drawings, recommendations, contract documents and other data submitted by the ENGINEER and to advise the ENGINEER of any desired corrections, modifications or additions thereto.
- D. To pay the ENGINEER for its services in accordance with the requirements of this Agreement.

Payment will be credited first to any interest owed to ENGINEER and then to principal. If OWNER fails to make any payment due ENGINEER for services and expenses within 60 days after receipt of ENGINEER's invoice and funds are available for the PROJECT, then amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said sixtieth day.

ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until OWNER has paid in full all amounts due for services, expenses, and other related charges. OWNER waives any and all claims against ENGINEER for any such suspension.

If OWNER contests an invoice, OWNER may withhold only that portion so contested, and must pay the undisputed portion. If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on ENGINEER's services or compensation under this Agreement, then the ENGINEER may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. OWNER shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which ENGINEER is entitled under the terms of Article IV.

- E. To pay the ENGINEER for authorized additional work.

ARTICLE IV. PAYMENT PROVISIONS.

- A. The fee for engineering services for performance of the specified services shall be based on a lump sum fee amounts as specified below:

Master Drainage Plan	\$32,850
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- B. Billings will be made and become due as follows for services outlined above:

Delivery of Final Study -----	100%
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ARTICLE V. IT IS FURTHER MUTUALLY AGREED BY THE OWNER AND THE ENGINEER.

- A. That the right is reserved to the OWNER to terminate this Agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER's inability to proceed with the work, or because the services of the ENGINEER breach Article V, paragraph I.; PROVIDED, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this Agreement, but in no case shall payment be more than the ENGINEER's actual costs plus a reasonable sum for profit.
- B. That the pertinent drawings and documents pertaining to the PROJECT shall become the property of the OWNER upon completion or termination of the ENGINEER's service in accordance with this Agreement. ENGINEER shall be permitted to reuse standard details, designs and specifications without further consent of OWNER.

OWNER shall indemnify ENGINEER from all claims, damages, or costs relating to reuse, completion or modification of such documents by OWNER, including allegations of ENGINEER's own negligence. ENGINEER's seal and name shall not be reproduced on such documents if reused by OWNER for any purpose. ENGINEER shall have no liability for documents which are incomplete due to a termination or suspension of services.

If 'deliverables' include electronic data and there is a conflict between the sealed hard copy drawings and the electronic files, the sealed drawings will govern.

Electronic drawings shall be delivered to the OWNER in the CAD file format, drafting standards and layering conventions used by the ENGINEER to produce the contract drawings.

Further, once delivered, the ENGINEER shall no longer be responsible for the contents of electronic files, their compatibility with the OWNER's CAD system or the length of life of a file. The OWNER will have an acceptance period of 45 days following delivery of electronic data within which to review and accept the files. During this period the ENGINEER will correct any deficiencies as a part of this Agreement. 'Deficiency' shall not apply to the development of software of any kind as a corrective measure.

- C. That the services to be performed by the ENGINEER under the terms of this Agreement are personal and cannot be assigned, sublet or transferred by either party without prior written consent of the other party.

- D. That in the event of unavoidable delays in the progress of the work contemplated by this Agreement, reasonable extensions in the time allotted for the work will be granted by the OWNER, provided, however, that the ENGINEER shall request such extensions in writing giving the reasons therefore.
- E. That neither party shall hold the other responsible for damages or for delays in performance caused by acts of God or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to, unusual weather affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material for the services. Should such acts or circumstances occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services.
- F. That this Agreement and all contracts entered into under the provisions of the Agreement shall be binding upon the Parties hereto and their successors and assigns.
- G. That the rights and remedies of the OWNER and ENGINEER provided for under this Agreement are in addition to any other rights and remedies provided by law.
- H. That it is not intended by any of the provisions of any part of this Agreement to create the public or any contractor, subcontractor or surety a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
- I. That services performed by the ENGINEER under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same locality under similar conditions. No other representations, expressed or implied, and no warranty or guarantee is included in this Agreement, or in any report, opinion, document, certification or otherwise.
- J. Any action or claims arising out of or related to this Agreement or the PROJECT that is the subject of this Agreement shall be governed by Kansas law. Good faith negotiation and mediation are express conditions precedent to the filing of any legal action. Mediation shall be conducted in accordance with the latest edition of the Construction Mediation Rules of the American Arbitration Association.

- K. That should the OWNER at any time be unable to appropriate sufficient funds for the work covered by this Agreement, for whatever reason, the ENGINEER shall reserve the right to cease work on the PROJECT until sufficient monies are available, without liability for delay.
- L. That authorization for any appropriate Extra Work under the terms of this Agreement shall be evidenced by the OWNER in writing. No extra work shall be compensated without written consent from the OWNER.

At the discretion of the OWNER, and in accordance with the terms of this Agreement, Extra Work will usually be of limited extent and may consist of, but is not necessarily limited to:

1. The introduction of new items of work beyond the stated scope of the Agreement.
 2. Redesign and/or detailing based on changes in law, or changes of concept after prior approval and authorization to proceed, and causing appreciable loss of work accomplished.
- M. That since the ENGINEER has no control over the cost of labor, material or equipment, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, the estimates of construction costs provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not guarantee that the bids or the project construction costs will not vary from the cost estimates prepared by ENGINEER.
 - N. That hazardous materials may exist where there is no reason to believe they could or should be present. In this event, the ENGINEER agrees to notify the OWNER as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The OWNER waives any claim against the ENGINEER and agrees to indemnify, defend and hold the ENGINEER harmless from any claim or liability for injury or loss arising from unanticipated hazardous materials or suspected hazardous materials. The OWNER also agrees to compensate the ENGINEER for any time spent and expenses incurred by the ENGINEER in defense of any such claim, with such compensation to be based upon the ENGINEER's prevailing fee schedule and expense reimbursement policy.

- O. The conditions at the site are the property of the OWNER regardless of whether or not they could be identified by an investigation or exploration conducted according to the professional standard of care. A "Differing Site Condition" is a subsurface, hidden, latent, or physical condition at a project site/building not revealed by the site exploration, site investigation, or other information provided to the OWNER and which cannot be reasonably anticipated. Special risks occur whenever engineering is applied to identifying site/building conditions. Even a comprehensive investigation according to the professional standard of care may not detect all subsurface or site/building conditions. PEC shall not be liable for site/building conditions which could not be identified by such an investigation or exploration. Accordingly, the OWNER agrees to indemnify, including all costs and attorney fees, and hold ENGINEER harmless from all claims for Differing Site Conditions, provided ENGINEER performs the services specified in the Contract in a manner reasonably conforming to the terms of the Contract and to the Standard of Care.

- P. This Agreement is solely for the benefit of ENGINEER and OWNER. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of ENGINEER or OWNER in favor of such third parties.

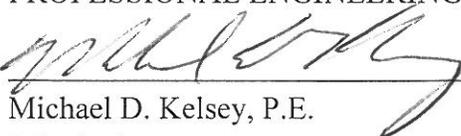
IN WITNESS WHEREOF, the OWNER and the ENGINEER have executed this Agreement as of the date first written above.

SEAL

CITY OF VALLEY CENTER, KANSAS

ATTEST:

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



Michael D. Kelsey, P.E.
Principal

ATTEST:



Joshua A. Golka, P.E.

SCOPE OF SERVICES

The ENGINEER agrees to furnish and perform the various engineering and technical services for the PROJECT in accordance with the following provisions and the requirements of the City of Valley Center, Kansas.

A. MASTER DRAINAGE PLAN

1. Conduct a kickoff meeting with OWNER to define project limits, outline project goals and anticipated schedule. Outline the tasks to be performed.
2. Research existing drainage information within project limits. This will include review of effective and preliminary revisions to FEMA flood mapping, previous studies, existing modeling and any other information available by the OWNER.
3. Analyze LiDAR contour information as available.
4. Assist OWNER with identification of “Drainage Areas of Concern” within project limits. This identification will include areas discovered during the research of the existing drainage information, analyzing the LiDAR data, observations during a site visit(s) and those as discussed by City staff as historical areas of concern.
5. Develop a comprehensive EXISTING DRAINAGE AREAS OF CONCERN INVENTORY spreadsheet that summarizes the above information gathered within the project limits. This summary spreadsheet will provide the location and explanation of the drainage in the identified areas.
6. Perform hydrologic analysis at locations identified as drainage areas of concern within the project limits. The analysis may be limited to the information available for that specific area.
7. Provide recommended improvements summary, outlining options for drainage improvement for each drainage area of concern within the project limits. Develop a comprehensive PROPOSED DRAINAGE IMPROVEMENTS SUMMARY spreadsheet that summarizes the identified major construction and maintenance items.
8. Assist City staff in the prioritization of the identified improvements. Provide detailed cost estimates for top priority improvements planned within the next ten (10) years.
9. Develop a PROPOSED IMPROVEMENTS MAP in Adobe (.pdf) and AutoCAD (.dwg) format that depicts the proposed improvements. Provide map to OWNER as a dynamic document that City staff may utilize in planning for future storm water improvements to be performed by the OWNER.

EXHIBIT A

Page 2 of 3

10. Provide electronic copy of the Preliminary Storm Water Evaluation to the OWNER. The Storm Water Evaluation will be provided as a bound document anticipated to include the following sections:
 - a. Introduction
 - b. Existing Drainage Information
 - c. Storm Water Evaluation
 - d. Proposed Improvements Summary
 - e. Prioritization of Improvements
 - f. Summary
 - g. Maintenance
 - h. Funding Resources
11. Attend review meeting with OWNER. Assist OWNER in the conduct of meeting. Discuss comments provided by City staff. Prepare and distribute meeting minutes for the review meeting.
12. Provide ten (10) bound copies and one (1) electronic copy of the Final Storm Water Evaluation to OWNER, incorporating the comments from the review meeting.
13. Present an overview of the Final Storm Water Evaluation at a council workshop or regularly scheduled council meeting.

B. RESPONSIBILITIES OF OWNER

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

1. Attend kickoff meeting.
2. Provide available drainage studies and information.
3. Provide available utility maps, plans and other available record from past projects.
4. Review Preliminary Storm Water Evaluation.
5. Attend project review meeting, providing review comments to PEC.

C. EXCLUSIONS

The following services shall be specifically excluded from the Scope of Services to be provided by PEC. These services, if needed, may be negotiated by a supplemental agreement or separate agreement.

1. Field surveys or geotechnical investigations.
2. Design engineering services.
3. Environmental assessments.
4. Construction observation, inspection and/or testing services.
5. Right-of-way or ownership research.

6. Legal descriptions or easement preparation.
7. Permitting.

D. SCHEDULE

PEC proposes to complete the Scope of Services within 90 calendar days following receipt of an executed copy of this agreement exclusive of any delays beyond the control of PEC.

NEW BUSINESS

RECOMMENDED ACTION

**B. APPROVAL OF MASTER DRAINAGE PLAN
AGREEMENT:**

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion to approve Master Drainage Plan Agreement with Professional Engineering Consultants PA and authorize Mayor to sign.

NEW BUSINESS

C. WASTE WATER TREATMENT PLANT EVALUATION AGREEMENT:

- Agreement between the City of Valley Center & Professional Engineering Consultants PA to provide professional services for Wastewater Treatment Plant Evaluation.



August 18, 2015

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

Attention: Mr. Brent Holper, Director of Public Works

Reference: Wastewater Treatment Plant Evaluation
PEC Project No. 35-15454-001-2502

Dear Mr. Holper:

This letter is written to serve as an agreement between the City of Valley Center (CLIENT) and Professional Engineering Consultants, P.A. (PEC) to provide professional services for Wastewater Treatment Plant Evaluation, hereinafter called the PROJECT.

Specifically, PEC proposes to perform the Scope of Services as outlined in Paragraph A. below, which are provided for your review and approval.

A. Scope of Services:

1. Meet with City staff to walk through the WWTP and identify concerns with equipment and operations.
2. Establish a prioritized list of equipment replacements.
3. Establish a prioritized list of process enhancement improvements.
4. Prepare cost estimates for itemized improvements.
5. Determine total amount of additional annual revenue required to cover the total cost for the recommended improvements over a specified period of time..
6. Prepare draft report of findings for CLIENT review by updating the previously prepared memo.
7. Prepare final report based on CLIENT comments.

B. Responsibility of CLIENT:

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

1. Access to the facilities.
2. Review of reports.
3. Data regarding operations, equipment, etc. as requested and available.

C. Exclusions:

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

1. Design of any improvements.
2. Field survey or geotechnical work.
3. Rate study to establish any sewer rate changes.

Mr. Brent Holper
Wastewater Treatment Plant Evaluation
August 18, 2015
Page 2

- 4. Preparation of construction level cost estimates.
- 5. The CLIENT shall establish and pay for a testing and inspection plan that includes all code mandated special structural inspections to be performed.

D. Payment Provisions:

PEC proposes to perform the Scope of Services on the basis of a lump sum fee of \$7,000, including reimbursable expenses for mileage.

Unless otherwise agreed upon, billings will be made once a month for work completed the previous month. Taxes are not included in stated fees. CLIENT shall reimburse PEC for any sales, use and value-added taxes, which apply to these services.

E. Time of Performance:

PEC proposes to begin work on the PROJECT within 7 days following receipt of an executed copy of this agreement and to complete the Scope of Services in accordance with a mutually agreed schedule exclusive of any delays beyond the control of PEC.

This letter and the "Standard Conditions" attached hereto comprise the entire agreement between the CLIENT and PEC. They may be altered only by Supplemental Agreement.

Thank you for contacting us to provide professional services on the subject PROJECT. Should you have questions or if additional information is required, please do not hesitate to call. Return receipt of an executed copy of this letter will serve as our contract and notice to proceed with the work.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



Joshua A. Golka, P.E.
Project Engineer

JAG/tac

Encl: As noted

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: 
Michael D. Kelsey, P.E. Principal

Date: 3/19/15

ACCEPTED:

CITY OF VALLEY CENTER, KANSAS

By: _____

Title: _____

Date: _____

PEC STANDARD CONDITIONS

1. **STANDARD OF CARE:** Professional Engineering Consultants, P.A., its officers, directors, employees, agents, shareholders, partners, consultants, sub-consultants, contractor, and sub-contractors (collectively "PEC") shall provide professional services to Client, its officers, directors, employees, agents, owners, members, shareholders, partners, consultants, sub-consultants, contractors, and sub-contractors, (collectively "Client") according to the agreed upon scope of services. PEC will perform the services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances at the time the services are performed, and in the same locality.

2. **USE OF DOCUMENTS:** Drawings, specifications, reports, programs, manuals, cost estimates, or other documents, including documents on electronic media, prepared under this Agreement are instruments of service and as such are only applicable to the subject PROJECT. Use of these documents for any other purpose without written authorization and consent of PEC is prohibited. PEC shall retain ownership thereof.

3. **INSURANCE:** PEC and the Client agree to each maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC's negligent acts, errors, or omissions in providing services pursuant to this Agreement. If the Client is a design professional, then the Client agrees to maintain Professional Liability Insurance for its negligent acts, errors, or omissions in providing services pursuant to this Agreement. If a project is Design-Build, the Client and all subcontractors providing professional design or other services (e.g., architects, engineers, inspectors) shall maintain professional or similar liability insurance for claims arising from its negligent performance of said services. Proof of insurance shall be provided, upon request, prior to commencement of said services.

4. **NO GUARANTEE:** PEC does not provide a warranty or guarantee, express or implied, for any portion of the scope of services including drawings, specifications, reports, programs, manuals, cost estimates, or other documents of service. PEC does not warrant or guarantee any certification of the project, including any level of LEED certification. Items of beneficial use to the Owner, whether or not included in the contract documents, shall be paid for by the Owner. The provisions of this paragraph shall apply notwithstanding any statement or language contained in any other document or agreement that might be related to the project.

5. **INDEMNIFICATION/HOLD HARMLESS:** PEC agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client and its employees from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from PEC's negligent acts, errors, or omissions through services provided pursuant to this Agreement by PEC or anyone for whom PEC is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless PEC, its employees and subconsultants from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from the negligent acts, errors, or omissions by Client or those contractors, subcontractors, consultants, or anyone for whom Client is legally liable, and arising from the project(s) that is the subject of this agreement. PEC is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence. If any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) result from the concurrent negligence of PEC and the Client, this indemnification shall only apply to the extent of each party's proportion of the responsibility.

6. **DISPUTES:** Any action or claims arising out of or related to this Agreement or the project that is the subject of this Agreement shall be

governed by Kansas law. Good faith negotiation and mediation are express conditions precedent to the filing of any legal action. Mediation shall be conducted in accordance with the latest edition of the Construction Mediation Rules of the American Arbitration Association.

7. **ASSIGNMENT OR SUBLETTING OF CONTRACT:** Client shall not assign, transfer, or sublet any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement shall be binding upon the Client, its successors and assigns.

8. **NON PAYMENT/TERMINATION OF AGREEMENT:** If the Client fails to make payment for services and expenses within 30 days following receipt of an invoice, PEC may, after giving seven days written notice to the Client, without liability for delay charges, suspend services under this Agreement until PEC has been paid in full for all amounts due. Each party to this Agreement reserves the right to terminate the Agreement at any time, without cause, upon 15 days written notice and subject to payment to PEC for the value of services rendered up to the time of termination.

9. **DIFFERING SITE CONDITIONS:** The conditions at the site are the property of the Client/Owner regardless of whether or not they could be identified by an investigation or exploration conducted according to the professional standard of care. A "Differing Site Condition" is a subsurface, hidden, latent, or physical condition at a project site/building not revealed by the site exploration, site investigation, or other information provided to the Client and which cannot be reasonably anticipated. Special risks occur whenever engineering is applied to identifying site/building conditions. Even a comprehensive investigation according to the professional standard of care may not detect all subsurface or site/building conditions. PEC shall not be liable for site/building conditions which could not be identified by such an investigation or exploration. Accordingly, the Owner/Client agrees to indemnify, including all costs and attorney fees, and hold PEC harmless from all claims for Differing Site Conditions, provided PEC performs the services specified in the Contract in a manner reasonably conforming to the terms of the Contract and to the Standard of Care.

10. **EXTRA WORK:** Services not specified in the Scope of Services set forth in this Agreement or due to regulatory changes shall be considered "extra work". No "extra work" will be performed without additional compensation per a supplemental agreement.

11. **FORCE MAJEURE:** The Client shall not hold PEC responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of PEC, or that could not have been reasonably foreseen and prevented including, but not limited to, fire, weather, floods, earthquakes, epidemics, war, riots, terrorism, strikes, and unanticipated site conditions.

12. **AGREEMENT SOLELY FOR PARTIES' BENEFIT:** This agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties.

13. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, PEC's total liability to Client is limited to the greater of \$50,000 or two times PEC's fee, for any and all damages or expenses arising out of this Agreement from any cause(s) or under any theory of liability. In no event shall PEC be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or its subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

NEW BUSINESS

RECOMMENDED ACTION

C. WASTE WATER TREATMENT PLANT EVALUATION AGREEMENT:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion to approve the Agreement between the City of Valley Center & Professional Engineering Consultants PA to provide professional services for Wastewater Treatment Plant Evaluation and authorize Mayor to sign.

CONSENT AGENDA

None

STAFF REPORTS

A. Finance and Administration Director Polian

B. Chief of Police Hephner

- Police Department July 2015 Report

C. Fire Chief Tormey

D. Community Development Intern Emerson

E. City Superintendent Holper

F. Parks & Public Buildings Superintendent Owings

G. City Engineer Golka

H. City Attorney Arbuckle

I. Interim City Administrator Kolb

**VALLEY CENTER POLICE DEPARTMENT
JULY 2015 REPORT**

Officer's Report

August 10, 2015

Chief Mark V. Hephner #1

Attention: George Kolb
City Administrator
Valley Center Kansas

Subject: Valley Center Police July Monthly Report

The Police Department answered 441 calls for service during July. Of those calls, 65 generated police cases. Emergency Communications/Records recorded 184 records dissemination requests. Officers wrote 85 citations for a total of 101 violations. The following is a break down of the police department cases:

Calls for Service:

- Abuse-0
- Alarms-20
- Animal-12
- Assist citizen-4
- Assist EMS-13
- Assist Fire-7
- Assist-outside agency-59
- Assault-0
- Auto Theft-0
- Burglary-3
- Business/Residence checks-67
- Check shots-1
- 911 Hangups-8
- Death Investigation-0
- Disturbance/DV-33
- DUI-3
- Found/Lost Property-8
- Follow up-23
- Fraud-1
- Lost Juveniles-2
- Indecent Liberties-2
- Misc Calls-68
- Park Check-2
- Rape-1
- Runaway-0
- Suspicious Person/Vehicle-31
- Theft-8
- Traffic/Road-15
- Traffic Accidents--10-47-7 10-48-2

- Traffic Stops-268
- Truant-0
- Vandalism-2
- Warrant Service-12
- Welfare Check-11

The Chief had a supervisors meeting during the month. He attended the Wichita Crime Commission meeting/dinner on July 8. He attended the monthly Sedgwick County Area Chief's meeting on July 16, it was held at Fire Station 32, the Highway Patrol Superintendent attended and addressed the group. He attended one Lion's Club meeting during the month. He attended a webinar on Lexipol implementation on the 21st and 22nd. I attended the monthly chamber meeting.

During the month, Detective Sergeant Lloyd Newman II completed the monthly fuel report. He along with Sgt Vogt and Sgt Delgado supervised Municipal Court sessions during the month. He attended a city safety/training meeting during the month. He wrote one customer Service awards for officer.

Sgt Vogt assisted with court during the month. He entered the departments training hours with C-Post. He met with new part-time officers for equipment.

Sgt Delgado attended the monthly supervisor meeting. He reviewed officer's reports and citations. He initiated one DUI stop during the month.

Detective Grayson interviewed numerous suspects/witnesses this month. He investigated several caseloads this past month and worked on Affidavits. He assisted with the training at the Kansas Police Administrators Seminar. He presented a criminal threats case of a LEO and also assisted Officer Easley presenting cases to ADA Kim Parker.

Training: SRO Adams attended the state and the national SRO conferences during the month. Officer Grayson attended training on Interviewing on 7-21. Officer Gordon attended a train the trainer class on drug testing procedures for court.

Community Outreach Programs: Detective Grayson visited Sunflower Garden and New Hope. Chief Hephner and Detective Grayson assisted with training of the Kansas Police Administrators Seminar at KLETC. The chief attended a Lions Club meeting.

Miscellaneous items: Officer Mumma should finish FTO training next month. Officer Nygaard will graduate from KLETC on August 21. We just finished the hiring process for two new part-time officers. Both are certified officers. Joe Dessenberger, a retired WPD Captain Shawn Tucker, a part-time officer with Sedgwick will join our ranks soon.

Chief Mark Hephner
Valley Center Police Chief
August 10, 2015

GOVERNING BODY REPORTS

A. Mayor Dove

B. Councilmember Kerstetter

C. Councilmember Cicirello

D. Councilmember Gregory

E. Councilmember McGettigan

F. Councilmember Maschino

G. Councilmember L. Jackson

H. Councilmember Anderson

I. Councilmember Hobson

ADJOURN