

CITY OF VALLEY CENTER

FINAL AGENDA

OCTOBER 1, 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.

OCTOBER 6, 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
 - September 15, 2015 Regular Council Meeting p 5
- 7. PRESENTATIONS / PROCLAMATIONS p 10**
- 8. PUBLIC FORUM (*Citizen input and requests*) p 10**
- 9. APPOINTMENTS p 10**
- 10. COMMITTEES, COMMISSIONS p 10**
 - A. Items for Council Review p 10
 - Valley Center Library Minutes & Financial Summaries p 11
 - Planning Commission / Zoning Board of Appeals minutes p 18
- 11. OLD BUSINESS p 24**
 - A. Ordinance 1288-15; 2015 Standard Traffic Ordinance, 2nd reading p 25
- 12. NEW BUSINESS p 29**
 - A. Ordinance 1289-15, 2015 Uniform Public Offense Code Ordinance, 1st reading p 30
 - B. K.D.O.T. Agreement for Goff Sidewalk project p 33
 - C. Request for Consideration of Crop Loss Payment p 51
- 13. CONSENT AGENDA p 55**
 - A. Appropriation Ordinance p 56
- 14. STAFF REPORTS p 65**
- 15. GOVERNING BODY REPORTS p 73**
- 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 September 15, 2015 Regular City Council Meeting as prepared by the City Clerk.

REGULAR COUNCIL MEETING
September 15, 2015
CITY HALL
121 S. MERIDIAN

Mayor Laurie Dove called the meeting to order at 7:00 p.m. with the following members present: Dale Kerstetter, Lou Cicirello, Gina Gregory, 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
Barry Arbuckle, City Attorney

Press present: The Ark Valley News

APPROVAL OF THE AGENDA

Maschino moved to approve the Agenda, second by Hobson. Vote yea: unanimous. Motion carried.

ADMINISTRATION AGENDA

MINUTES – SEPTEMBER 1, 2015 REGULAR CITY COUNCIL MEETING

Jackson moved to accept the minutes of the September 1, 2015, Regular City Council Meeting, seconded by Gregory. Vote yea: unanimous. Motion carried.

APPROPRIATION ORDINANCE

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

TREASURER'S REPORT

Maschino moved, seconded by Cicirello, to receive and file the August 2015 Treasurer's Report. Vote Yea: Unanimous. Motion carried.

PRESENTATIONS/PROCLAMATIONS –None

PUBLIC FORUM -None

APPOINTMENTS- Cicirello moved to appoint Betty Clausel to the Valley Center Library Board. Hobson seconded the motion. Vote yea: unanimous. Motion carried.

COMMITTEES, COMMISSIONS-None**OLD BUSINESS - None****NEW BUSINESS****A. ORDINANCE 1288-15; 2015 STANDARD TRAFFIC ORDINANCE**

K. Polian presented to the council for 1st reading the 2015 Standard Traffic Ordinance for Kansas Cities with two amendments: Section 29a reflects a dollar amount for a fine for a careless driving citation. Section 3 (f) is an addition to place a time limit on parked vehicles.

Gregory inquired if the 5th word "of" in second line of Section 29a should read "or". It will be corrected for the 2nd reading.

Cicirello moved to adopt Ordinance 1288-15, amending Chapter 10.04, section 10 of the Valley Center Municipal Code and amendments (with correction) thereto related to the Regulation of Traffic within the corporate limits of the City of Valley Center, Kansas for 1st reading as amended. Gregory seconded the motion. Vote in favor: unanimous. Motion carried.

B. PARK DEPARTMENT REQUEST TO PURCHASE DOWNTOWN CHRISTMAS DECORATIONS

N. Owings has met with the Chamber of Commerce Board about the need to purchase new Christmas decorations for Valley Center. The current decorations are over 25 years old and in poor repair. A partnership with the Chamber would allow the development of a comprehensive theme with future purchases funded through the Chamber of Commerce and/or private funds.

Kolb, Interim City Administrator stated that expenses for approximately 25 new decorations would be paid from Community Development Funds.

Hobson moved to authorize the purchase of new Christmas Decorations for the Downtown area, for a total estimated cost of \$20,000.00. Anderson seconded the motion. Vote Yea: Unanimous. Motion carried.

CONSENT AGENDA

- A. REVENUE AND EXPENSE SUMMARIES – AUGUST 2015**
- B. DELINQUENT ACCOUNTS FOR COLLECTION**
- C. CHECK RECONCILIATION – AUGUST 2015**
- D. CHAMBER OF COMMERCE REQUEST FOR 6 DAY TEMPORARY CLOSURE OF MCLAUGHLIN POND FOR FALL FESTIVAL FISHING TOURNAMENT**

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

STAFF REPORTS**FINANCE AND ADMINISTRATION DIRECTOR POLIAN**

Polian asked the council if they would object to the Appropriation Ordinance and Treasurer's Report being placed in the Consent Agenda for approval. Cicirello asked for clarification on how an item is removed from the Consent Agenda if council wanted discussion. The council had no objection.

Polian reported that staff have begun exploring options to relieve court over-crowding. Staff favor all court proceedings remain in the Public Safety Building. The addition of a 3rd court time provides the best solution. However details about court times and how the dockets would be arranged continue to be discussed depending on staff and judicial schedules.

COMMUNITY DEVELOPMENT INTERN EMERSON

The City will be hosting a booth at the Fall Festival. If anyone has materials or handouts they would like distributed please let him know. They are also needing volunteers.

CITY SUPERINTENDENT HOLPER

Tours of the Ford Street drainage project or the waste water plant are still available. Holper also stated that 3 upcoming projects in the Capital Improvement Plan have been approved for increased federal funding. They include the Goff Street and Emporia sidewalk projects and 5th Street from the Bridge to Broadway.

INTERIM CITY ADMINISTRATOR KOLB

Kolb reported that he has been in contact with the Valley Center School Superintendent regarding ways of possible collaboration on community issues. A joint meeting is scheduled on October 20th. The City Council regular meeting will begin at 6:00pm and then recess to join the school board members. Agenda for that meeting is being developed.

GOVERNING BODY REPORTS

COUNCILMEMBER KERSTETTER

Appreciated the tour given by City Superintendent Holper.

COUNCILMEMBER GREGORY

Inquired about the possibility of covering the 30 mph speed limit sign in front of the Leeker Food Store. Kolb stated they would look into the issue.

COUNCILMEMBER MCGETTIGAN

Appreciated the tour of the waste water facility given by City Superintendent Holper.

COUNCILMEMBER HOBSON

Appreciated the tour given by City Superintendent Holper.

ADJORN -

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

Meeting adjourned at 7:37 PM.

Kristi Carrithers, City Clerk

ADMINISTRATION AGENDA
RECOMMENDED ACTION

A. MINUTES:

RECOMMENDED ACTION:

Staff recommends motion to approve the minutes of the September 15, 2015 regular Council Meeting Minutes as presented / amended.

PRESENTATIONS / PROCLAMATIONS

PUBLIC FORUM

APPOINTMENTS

COMMITTEES, COMMISSIONS

A. ITEMS FOR COUNCIL REVIEW:

- Valley Center Public Library
 - June 8 2015 Board Meeting Minutes
 - July 13, 2015 Board Meeting Minutes
 - August 10, 2015 Board Meeting Minutes
 - August 10, 2015 YTD Financial Summary
 - September 14, 2015 YTD Financial Summary
- Planning Commission / Zoning Board of Appeals
 - September 22, 2015 Minutes

VALLEY CENTER PUBLIC LIBRARY
BOARD MEETING MINUTES
June 8, 2015

The meeting was called to order by Kay Thrasher. Those in attendance were Jean Jones, Matt Cox, Kay Thrasher, Chad Dove, Terry Foster and Janice Sharp. Amy Stamm attended as well.

Amy suggested that the Board vote on a new Chair since her term expired May 1 and she is awaiting re-appointment. Chad nominated Matt as Chair and Kay as Vice-Chair; Jean seconded. Motion carried; vote was unanimous. Matt assumed leadership of the meeting.

Jean made a motion to approve the agenda; Chad seconded. Motion carried; vote was unanimous.

Kay made a motion to approve the minutes from the May 11, 2015 minutes; Jean seconded. Motion carried; vote was unanimous.

Chad made a motion to approve the financial reports for June, 2015, and pay bills; Jean seconded. Janice shared that the new microfilm scanner had been installed and the invoice is listed in the payments. Kay requested information about the payments for the summer reading performers. We are paying for two performances each but some of them are more costly than others. Motion carried; vote was unanimous.

In the Director's report, Janice shared information regarding the Governor making an effort to utilize the motor vehicle taxes to reduce the State budget. At this point, the effort has been voted down. The motor vehicle taxes amount to about \$28,000 of our budget for 2015.

The technology director at SCKLS has donated computers for our public stations. Our computers were becoming inefficient and they had newer computers on hand for donating to a library. We now have a rotation schedule for replacing three computers each year.

Terry shared our latest statistics. Attendance at the two summer reading performances was almost 300 children and parents; story time had 49 children and parents; and the summer movie had 17 children and parents. During our free fine period, we waived fines on 63 items. We processed 37 new library cards in May and June looks like it will top that total.

The Board had extensive discussion regarding the joint facility. Janice shared information from the last committee meeting where she had been asked to commit the Library to the concept of the facility. After lengthy discussion, Chad made a motion to proceed with the concept of the Valley Center Joint Facility; Kay seconded. Motion carried; vote was unanimous.

Kay made a motion to adjourn the meeting; Chad seconded. Motion carried; vote was unanimous.

VALLEY CENTER PUBLIC LIBRARY
BOARD MEETING MINUTES
July 13, 2015

The meeting was called to order by Matt Cox, Board Chair. Those in attendance were Jean Jones, Matt Cox, Kay Thrasher, Chad Dove, Debbie Lane, Terry Foster and Janice Sharp. Amy Stamm attended as well.

Jean made a motion to approve the agenda; Kay seconded. Motion carried; vote was unanimous.

Kay made a motion to approve the minutes from the June 8, 2015 minutes; Chad seconded. Motion carried; vote was unanimous.

Chad made a motion to approve the financial reports for July, 2015, and pay bills; Debbie seconded. Motion carried; vote was unanimous.

In the Director's report, Janice shared that she had gotten a new application form from Mayor Laurie Dove for potential board members. She will provide the form to applicants that had already supplied applications.

Janice and Terry attended a workshop sponsored by the Kansas Nonprofit Association – *Fund Raising from Planning to Completion*. They received lots of information but the fundraising will require more time than can be expended during the regular work day.

Janice presented a flyer regarding digital magazines from Recorded Books – Zinio for Libraries. They offer a collection of 25 magazines for \$600 per year. We would also have access to the prior year magazines. Patrons would download magazines, keeping them for as long as they wished. The digital and print versions are released simultaneously. Janice suggested that we may want to consider this option for next year. It would not replace some of the print versions of current subscriptions.

Janice had been advised by an individual on the City Council that there was discussion of the Library taking out a 20-year bond to cover the balance of funds to be raised for the new community facility. She and Terry downloaded an amortization schedule for 20 years with a 5% interest rate which resulted in a monthly payment of \$3,000. The Board discussed that the Library budget certainly would not support the payment based on the current 4.5 mills received.

In the Office Manager's report, Terry provided statistics that are higher in all areas except audio checkout. We had a large increase in the number of library cards issued during the month which was expected with the beginning of the summer reading program. Terry talked about the attendance at the weekly summer reading programs. Complete totals will be available at our August meeting.

Terry provided a rough draft of a Vision, Values, Mission statement for the Library. The Board will be provided an update for discussion at the next meeting.

In New Business, Janice had a meeting with City Administrator George Kolb and Chief Financial Officer Kristine Polian regarding our invested funds. They advised that any monies received from tax funds should be invested in an FDIC institution. Monies that are donated such as memorial funds and book sale funds can be invested in the Central Kansas Community Foundation. Janice has also checked with her personal financial advisor to ask if he was aware of any investment options that are FDIC insured. He was not aware of any other than banking institutions. He provided the name of someone at the CrossFirst Bank; where they may pay a higher interest rate. Janice will check. Kristine provided information and rates if the Board decides to invest in the Kansas Municipal Investment Pool as another option.

Kristine and George also informed Janice that it is now possible to transfer 20% of our tax funds into the Capital Improvements Fund account rather than the 10% we have been transferring. They provided the State Statute covering the increased amount.

Janice requested permission to contact a professional grant writer to determine costs that would be involved in seeking grants. The Board agreed that it would be more feasible for us to utilize someone with experience.

The Board had a discussion regarding the progress of the community facility. They also discussed the need for reduction in the collection. Janice and Terry shared their ideas about putting some of the collection on several Kindles that we have purchased. We have not had any feedback from patrons on the use of Kindles but have had concerned comments about the need to reduce the collection. We will be developing a policy for Board approval for the circulation of the E-readers prior to checking them out to patrons.

Chad made a motion to adjourn the meeting; Kay seconded. Motion carried; vote was unanimous.

VALLEY CENTER PUBLIC LIBRARY
BOARD MEETING MINUTES
August 10, 2015

The meeting was called to order by Matt Cox, Board Chair. Those in attendance were Jean Jones, Matt Cox, Kay Thrasher, Chad Dove, Debbie Lane, Terry Foster and Janice Sharp.

Kay made a motion to approve the agenda; Jean seconded. Motion carried; vote was unanimous.

Jean made a motion to approve the minutes from the July 13, 2015 minutes; Kay seconded. Motion carried; vote was unanimous.

Kay made a motion to approve the financial reports for August, 2015, and pay bills; Jean seconded. Motion carried; vote was unanimous.

In the Director's report, Janice shared that she had sent an email to Wichita State University regarding assistance in writing grants. She has not had a response yet.

Janice shared information about The Point, an event facility in Augusta where she had attended a Community Foundation meeting. The facility is owned by the individuals who own the Lake Point Nursing facilities. Their large meeting room has a capacity of 370 seated at tables; a small meeting room has a capacity of 50. They have a stage, dance floor, lighting and sound system. They provide the tables, linens, chairs, set-up and tear-down at no charge. They rent individual offices in addition to the rental portion of the building for larger groups. Their large room is usually booked for weddings on weekends and the smaller room about three times each week. The Point, which used to be a hospital, has been open for about three years.

Janice will attend a special meeting for the South Central Kansas Library System on Friday, Aug. 15, to vote on an increase in the tax to be levied. The System budget will not need to be adjusted.

Janice presented a flyer from the Kansas Nonprofit Association regarding a workshop – Using your website for Marketing & Fund Raising – in Salina. The Board felt the workshop would be worthwhile for Janice and Terry to attend. Cost will be \$30 each.

Janice contacted the Police Department about an individual that had been in the Library several times and had made the staff more uncomfortable with each visit. Officers came to talk to the individual to verify identity and employment.

Terry received an email from an individual who had received a "Welcome Bag" from the Chamber of Commerce upon moving to Valley Center. The welcome bag had contained a donated book from the Library which had words and phrases that were offensive to him. Terry sent an apology to the individual and copied the City Administrator, the Mayor and the individual's Council representative. As a result, we will no longer provide donated books for the welcome bags. We have designed a coupon that can be turned in for a free book from our book sale shelves.

Janice presented a spreadsheet that had been prepared by the technology consultant at the South Central Kansas Library System for the replacement of our computers on a four-year schedule. Since we are having problems with our Computer #1 and did not replace computers the last two years, Janice is recommending replacing three computers now out of the seven computers designated to be replaced. We will include costs for computer replacements in the future budgets. The System consultant also recommended an upgrade in software for Microsoft Office. Chad made a motion for the purchase of three computers and the software; Debbie seconded. Motion carried; vote was unanimous.

Janice had received an appraisal of our three Birger Sandzen pictures from the Sandzen Museum in Lindsborg. The museum director had recommended the pictures be reframed. The Board approved for Janice to take the paintings to a professional framer.

Janice presented a spreadsheet of comparative figures for the last five years of summer reading. The 2015 figures are 20% higher than 2014. Our highest year for returned reading logs was 2012.

Janice shared that we had received our insurance policy for the coming year. The cost is about \$125 higher than last year.

Janice has received the budgeted amount we will receive from the City in 2016 -- \$235,998 which is \$3,998 more than for 2015.

In the Office Manager's report, Terry shared information about our volunteer luncheon after our summer reading party. All volunteers that had helped during the summer were invited to attend. We ordered pizza and staff brought salads and desserts. She also shared the totals of attendance for the summer reading program.

In our monthly statistics, the circulation for e-books and young adults was down, children's and adult circulation was up. Overall, our circulation has been higher for the summer months.

Terry presented an Electronic Device Borrowing Agreement to be signed by patrons checking out Kindles. We have purchased four Kindles with the expectation of downloading materials requested by patrons. Chad made a motion to approve the agreement; Debbie seconded. Motion carried; vote was unanimous.

Terry presented the new draft of the Vision Statement. After discussion, the Board will provide input and make suggested changes at the next meeting.

Janice had attended a Community Foundation meeting in Augusta at the suggestion of George Kolb. The presentation was on Telling the Story about your Foundation. We should concentrate on approaching people as a friend rather than only talking about their donation to the Foundation. The afternoon presentation was about goal setting. Most of the attendees were the representatives from their community foundations. They have offered assistance when we're ready for our campaign.

Janice had a request to find out if a mill increase would need to be voted in by the citizens. George Kolb, the Interim City Administrator, replied that the Council could potentially increase the mill levy by $\frac{1}{4}$ mill increments up to six mills without a public vote.

Kay requested the formation of a committee made up of two Board members and two Friends members to help with fund raising. No one has volunteered at this time.

Chad was suggested as the person to check out crowd-funding sites. Some sites charge a higher fee with a 45 – 90 day window to raise the funds. He will check several sites for the options.

Janice suggested we develop a list of policy needs for the new facility; i.e. utilities, scheduling of meeting rooms. It would be reasonable that there would be cost increases for telephone, utilities, light bulbs and cleaning supplies, computers, and books.

Janice has had contact with a marketing professor at Wichita State University about his students developing a marketing plan for the library in conjunction with the expectations of our patrons. The students will develop the questions after Janice and Terry visit with the classes.

Jean made a motion to adjourn; Kay seconded. Motion carried; vote was unanimous.

Valley Center Public Library
Financial Summary
2015

| | Year to Date Actual -- 2015 08/10/2015 | Annual Budget -- 2015 |
|-----------------------------------|--|--------------------------|
| Revenues | | |
| City of Valley Center | \$ 205,342.20 | \$ 232,000.00 |
| State Aid | \$ 2,336.86 | \$ 1,150.00 |
| SCKLS Grant | \$ 12,294.00 | \$ 14,000.00 |
| Summer Reading Grant | \$ 4,185.00 | \$ 5,300.00 |
| Other income | \$ 5,409.51 | \$ 7,500.00 |
| Total Revenues | \$ 229,567.57 | \$ 259,950.00 |
| Gross Income | \$ 229,567.57 | \$ 259,950.00 |
| Expenses | | |
| Wages, P/R Taxes & Benefits | \$ 95,769.37 | \$ 158,500.00 |
| Collection Development Materials | \$ 33,878.71 | \$ 38,100.00 |
| Utilities | \$ 4,514.83 | \$ 5,750.00 |
| Janitorial, Repairs & Maintenance | \$ 4,653.32 | \$ 7,100.00 |
| Programs - all ages | \$ 5,552.87 | \$ 6,150.00 |
| Capital Improvements | | \$ 23,200.00 |
| Other expenses | \$ 12,196.45 | \$ 21,150.00 |
| Total Expenses | \$ 156,565.55 | \$ 259,950.00 |
| Net Income (Loss) | \$ 73,002.02 | |

Valley Center Public Library
Financial Summary
2015

| | Year to Date Actual -- 2015 09/14/2015 | Annual Budget -- 2015 |
|-----------------------------------|--|--------------------------|
| Revenues | | |
| City of Valley Center | \$ 205,342.20 | \$ 232,000.00 |
| State Aid | \$ 2,336.86 | \$ 1,150.00 |
| SCKLS Grant | \$ 12,294.00 | \$ 14,000.00 |
| Summer Reading Grant | \$ 4,185.00 | \$ 5,300.00 |
| Other income | \$ 5,509.63 | \$ 7,500.00 |
| Total Revenues | \$ 229,667.69 | \$ 259,950.00 |
| Gross Income | \$ 229,567.57 | \$ 259,950.00 |
| Expenses | | |
| Wages, P/R Taxes & Benefits | \$ 106,840.02 | \$ 158,500.00 |
| Collection Development Materials | \$ 36,877.96 | \$ 38,100.00 |
| Utilities | \$ 5,117.56 | \$ 5,750.00 |
| Janitorial, Repairs & Maintenance | \$ 5,118.30 | \$ 7,100.00 |
| Programs - all ages | \$ 5,739.41 | \$ 6,150.00 |
| Capital Improvements | | \$ 23,200.00 |
| Other expenses | \$ 13,703.85 | \$ 21,150.00 |
| Total Expenses | \$ 173,397.10 | \$ 259,950.00 |
| Net Income (Loss) | \$ 56,170.47 | |

PLANNING COMMISSION/ZONING BOARD OF APPEALS
VALLEY CENTER

Tuesday, September 22, 2015, 7:00 P.M.
CITY HALL, 121 S. MERIDIAN

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

Members absent: Gary Janzen

Staff Present: John Emerson and Fernetta Phillips

Others in attendance: Bill Johnson, Evans Buildings, Tom Bartel, Top Dog Realty, Phil Meyer, Baughman Company, P.A.

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

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

APPROVAL OF DRAFT MINUTES:

A motion was made by Commissioner Colbert, to amend the August 25th minutes to reflect Commissioner Gary Janzen was present at roll call. The motion was seconded by Commissioner Neaderhiser. Motion passed unanimously.

COMMUNICATIONS: None

PUBLIC HEARINGS

PLANNING COMMISSION – Review of VC-2015-01, vacation of an unpaved street right-of-way generally located east of 400 W. Clay St.

John Emerson read the following review of VC-2015-01, vacation of an unpaved street right-of-way generally located east of 400 W. Clay St.

400 W Clay St.

LEGAL DESCRIPTION OF RIGHT-OF-WAY

That part of Ash Circle as platted in Valley Center Industrial Park Second Addition, Sedgwick County, Kansas that lies north of the extended North line of Clay Street as platted in said Valley Center Industrial Park Second Addition.



16.10.04 Vacation of Streets, Alleys, Easements and Plats.

A.2.

"If the Planning Commission determines from the testimony presented that:

- A. d u e and legal notice has been given
- B. no private rights will be injured or endangered
- C. t h e public will suffer no loss or inconvenience and
- D. i n Justice to the petitioner(s) the vacation should be granted;

The Planning Commission shall recommend that such vacation be approved and entered at length in the minutes. Such recommendation may provide for the reservation to the City and/or the owners of any lesser property rights for public utilities, right-of-way and easements for public service facilities originally located in such vacated land or planned for the future. The recommendation may be conditioned upon the petitioner's responsibility to

remove or relocate all underground or surface utilities or paving in or on the vacated land. **The petition shall not be recommended by the Planning Commission nor granted by the Governing Body if a written objection is filed with the Clerk, at or before the hearing, by any owner who would be a proper party to the petition, but has not joined therein.**

John reminded the commissioners the protest for the vacation had not been withdrawn by the person who filed the protest. There is no change to staff recommendation to deny the application vacation of the unpaved street of Right of way shown on the attached map and based on the City of Valley Center subdivision regulations.

16.10.04 Vacation of Streets, Alleys, Easements and Plats. A.2. which is based on the section of subdivision regulation vacation of streets, alley, easement and plats which states the petition shall not be recommended by the Planning Commission nor granted by the Governing Body if a written objection is filed with the Clerk, at or before the hearing, by any owner who would be a proper party to the petition, but has not joined therein.” John reminded the Commission the matter was tabled at the last meeting to allow pending possible meeting between property owners and City Staff. This meeting has not taken place and to his knowledge the City was not contacted to set up this meeting with potential parties that are part of the vacation. However, John stated the city is aware of potential land purchase between the owners of 400 W Clay and land owners of lot 3 north of Clay Street. John asked if there were any questions. Commissioner Colbert asked if there were was a time limit for the application of the vacation. John stated this matter has been under review for 2 months now and the city has been willing to meet with property owners. Park agreed the commission can’t leave this open too long as the request was left open last month to allow the parties involved to come to an agreement, with the idea the issue would be resolved.

Chairperson Commissioner Park opened the hearing for comments from Public at 7:06 pm Bill Johnson, Vice President of Evans Buildings requested the Commission postpone for another 60 days, due to potential successful negotiations to purchase the land north of 400 W Clay. The owner of the property north was out of town so he could not attend the Planning Commission meeting. Commissioner Park asked if this was the property owner who had protested the vacation. Bill stated yes one wants to sell and the other hasn’t come to agreement yet. Bill stated 30 days would be too short to complete the sale with people to the north and northeast. Commissioner Park asked if Bill had any other objections from the other property owners. Bill stated he hasn’t, but the property owner to the north had some concerns about how he was going to get to his property if the vacation was to take place. Bill stated if the vacation went through there would have to be an agreement drawn up between property owners to allow access. Commissioner Park asked if anyone else had any questions or statements, there were none and the public hearing was closed at 7:10.

Commissioner Colbert expressed concern over 60 day extension. Commissioner Park stated the 60 day extension would allow the property owners to complete negotiations and agreements. Commissioner Park stated if the Commission decided against the vacation it might hinder the potential land purchase. Commissioner Park questioned John if the extension would affect the City. John stated currently the extension would not affect the City, but the City maintains the opinion if the vacation was allowed it would hurt the potential future development of the area. Commissioner Stamm stated if the extension is granted, the Commission should talk with the Fire Department to get their thoughts on access to the buildings if the vacation was approved. Commissioner Park stated if the land purchase goes through, but if the City and Fire Department doesn’t approve of the vacation it would not behoove the commission to approve

the vacation. Based on the City Staff recommendations, public comment and discussion by the Planning Commission, Commissioner Park made a motion to table VC-2015-01 till the November meeting and was seconded by Commissioner Bosken. Vote was unanimous.

Review of S/D-2015-01, final plat for small tract generally located at the southwest corner of 85th St. and Broadway

John Emerson read the following:

To: City Planning Commission

From: John Emerson, Community Development Intern

RE: Preliminary / Final Plat for Small Tract: P. Phillips Addition

Applicant: Priscilla E. Phillips by and through Tom Bartel

Surveyor: Baughman Company, P.A.

Property Address: Southwest corner of 5th St. and Broadway

Legal Description: THE EAST 687.55 FEET OF THE NORTH 23.00 ACRES OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, EXCEPT CC 92066 FOR HIGHWAY, ALL IN SECTION 32, TOWNSHIP 25, SOUTH, RANGE 1 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS, ALL BEING SUBJECT TO ROAD RIGHTS-OF-WAY OF RECORD.

Applicant's reasons for Platting: The petitioners' desire is to create one buildable lot on a 10.62 acre vacant parcel at the Southwest corner of 85th St. and Broadway in anticipation of sale.

Technical Review of Plat:

Baughman Company, P.A. are showing the following aspects on the face of the plat:

- The lot contains 10.62 acres.
- Additional street right-of-way has been dedicated on 5th St. to accommodate future turning lanes at the intersection.
- According to the A-1 Agricultural District zoning requirements, the lot exceeds 217,800 square feet. As a result they must be able to support a wastewater lagoon. The distance to the closest city sewer line would be cost prohibitive to connect.
- Rural Water District #2 has a 40 foot easement along the north and east property lines that serves water to the lot.
- On the Final Plat, the surveyor has noted that "*A drainage plan has been developed for the plat and all drainage easements, rights-of-way, or reserves shall remain at established grades or as modified with the approval of the City Engineer and unobstructed to allow for the conveyance of storm water.*"
- On the Drainage Plan, the surveyor has noted that "*Detention may be required on site at time of site development depending on the amount of disturbance and/or impervious area added to the site. The site should detain the difference between the existing runoff to the developed runoff. At this time, we do not have a final site plan determine the amount of detention need or the best location for a basin.*"

The information on this plat was reviewed and found acceptable by the Community Development Department, Public Works Department, and Josh Golka from PEC (City's Engineer).

Staff Recommendation: Approve the Preliminary/Final Plat for Small Tract as shown on the attached subdivision maps.

John asked the commission if they had any questions. Commissioner James asked if there was room for a turning lane John stated he didn't know the answer, but did know the traffic concentration didn't require a four lane road so an addition to turn lane should be appropriate to allow traffic to flow. Commissioner Park asked if commission had any more questions, there were none so Commissioner Park opened public hearing at 7:18 pm.

Phil Meyer with Baughman Company agent for applicant stated the owner Priscilla Phillips and Realty Agent Tom Bartel are in agreement with the information John Emerson had stated. Phil stated there was plenty of right of way to add a turn lane. Phil questioned the commission if there were any questions, there were none.

Commissioner Parks asked if there were any questions regarding the application for platting of Southwest corner of 5th St and Broadway. There were none, Commissioner Park closed the Public hearing at 7:19 pm.

Based on the City Staff recommendations, public comments and discussion by the Planning Commission, Commissioner Colbert made a motion to approve S/D-2015-01 and was seconded by Commissioner Stamm. Vote was unanimous.

BOARD OF APPEALS-None

NEW BUSINESS-None

OLD OR UNFINISHED BUSINESS-None

COMMITTEE AND STAFF REPORTS John stated the Valley Center Fall Festival was this weekend and the City booth was in need of Volunteers. Commissioner Park stated he would fill a slot. John also updated the Commission on the process of Uniformed Zoning of Area of Influence. The County Planning Commission held a meeting on September 17, but the minutes have not been released. John stated there was a comment on the packet released for their agenda, which showed a good portion of opposition and also possible negotiations to amend how Uniformed Zoning of Area of Influence would work. John stated he would continue to watch for the release and keep the Commission updated.

ITEMS BY PLANNING COMMISSION MEMBERS:

Ronald Colbert stated he would not be able to help with Fall Festival due to celebrating his 49th Wedding Anniversary.

Matt Stamm – nothing

Danny Park – nothing

Del James-nothing

Don Bosken – nothing

Terry Nantkes – nothing

Scot Phillips– nothing

Ben Neaderhiser – nothing

Gary -absent

ADJOURNMENT OF THE PLANNING COMMISSION/ZONING BOARD OF APPEALS

Commissioner Stamm made a motion to adjourn and was seconded by Commissioner Colbert. The vote was unanimous.

Time of adjournment was 7:25 pm

Respectfully submitted,

John Emerson,
Planning Commission Intern Secretary
fp

Minutes to be reviewed and approved by the Valley Center Planning Commission at the next meeting.

Danny Park, Chairperson

OLD BUSINESS

**A. ORDINANCE 1288-15, 2015 STANDARD TRAFFIC
ORDINANCE, 2nd READING:**

- Ordinance 1288-15

ORDINANCE NO. 1288-15

AN ORDINANCE RELATED TO THE REGULATION OF TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF VALLEY CENTER, KANSAS, INCORPORATING BY REFERENCE THE 2015 "STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES," 43RD EDITION, AMENDING CHAPTER 10.04 OF THE VALLEY CENTER MUNICIPAL CODE AND AMENDMENTS THERETO.

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

Section 1. The Valley Center Municipal Code, Title 10, "Vehicles and Traffic," Chapter 10.04, "Standard Traffic Ordinance," Section 10, "Incorporating Standard Traffic Ordinance," is hereby amended to read as follows:

10.04.010. Incorporating Standard Traffic Ordinance

There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Valley Center, Kansas, the 2015 "Standard Traffic Ordinance for Kansas Cities, 43rd Edition, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are omitted, deleted, modified or changed by Chapter 10 of the Valley Center Municipal Code, and amendments thereto. At least one copy of the Standard Traffic Ordinance shall be marked or stamped "Official Copy as Adopted by Ordinance No. 1288-15," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change, and to which shall be attached a copy of the incorporating ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The police department, municipal judge and all administrative departments of the City charged with enforcement of the chapter shall be supplied, at the cost of the City, such number of official copies of such Standard Traffic Ordinance similarly marked, as may be deemed expedient.

Section 2. Amendment to Sec. 29 of the Standard Traffic Ordinance for Kansas Cities, 93rd Edition, Section 29 of the 2015 Standard Traffic Ordinance for Kansas Cities is hereby amended to provide for and describe the offense of careless driving by addition to this Standard Traffic Ordinance for Kansas Cities as Section "29a" which will provide as follows:

Section 29a. Careless Driving; Penalties

Any person who upon a public street or highway drives a vehicle in a manner as to indicate a careless or heedless disregard for the safety of persons or property is guilty of careless driving. A careless driving conviction is to be punished by a fine of not to exceed \$500.

Section 3. Amendment to Section 85 of the 2015 Standard Traffic Ordinance for Kansas Cities

Section 85 of the 2015 Standard Traffic Ordinance for Kansas Cities is amended to provide for and describe the offense of overtime parking by the addition to Section 85 of the 43 Ed of the Standard Traffic Ordinance for Kansas Cities, a subsection (f) which shall state as follows:

(f) Stand or park a vehicle for a continuous period in excess of 72 hours without driving said vehicle from its parked position.

Section 4. Severability. Those sections, paragraphs, and provisions of Title 10 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 5. Savings Clause. Neither the adoption of the Ordinance, nor the future repeal or amendment of any section or part or portion thereof, shall in any manner affect the prosecution for violation of this Ordinance or future amendments thereto, nor be construed as a waiver of any license, fee or penalty at said effective date and unpaid under either this Ordinance or future amendments thereto, nor be construed as affecting any of the provisions of this Ordinance relating to the collection of any such license, fee or penalty, or the penal provisions applicable to any violation thereof, nor to affect the validity of any bond or cash deposit in lieu thereof required to be posted, filed or deposited pursuant to any ordinance, all rights and obligations thereunder shall continue in full force and effect.

Section 6. 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 September, 2015.

First Reading: September 15, 2015
Second Reading: _____

[SEAL]

Laurie Dove, Mayor

ATTEST:

Kristi Carrithers, City Clerk

OLD BUSINESS

RECOMMENDED ACTION

**A. ORDINANCE 1288-15, 2015 STANDARD TRAFFIC
ORDINANCE, 2nd READING:**

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion to adopt Ordinance 1288-15, amending Chapter 10.04, section 10 of the Valley Center Municipal Code and amendments thereto related to the Regulation of Traffic within the corporate limits of the City of Valley Center, Kansas, for 2nd reading.

NEW BUSINESS

**A. ORDINANCE 1289-15; 2015 UNIFORM PUBLIC
OFFENSE CODE, 1st READING:**

- Ordinance 1289-15

ORDINANCE NO. 1289-15

AN ORDINANCE RELATED TO THE REGULATION OF PUBLIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF VALLEY CENTER, KANSAS, INCORPORATING BY REFERENCE THE “2015 UNIFORM PUBLIC OFFENSE CODE,” 31st EDITION, AMENDING CHAPTER 9.01 OF THE VALLEY CENTER MUNICIPAL CODE AND AMENDMENTS THERETO; AMENDING THE PROVISIONS THEREOF THAT REGULATE.

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

Section 1. The Valley Center Municipal Code, Title 9, “Public Peace, Safety and Morals,” Chapter 9.01, “Uniform Public Offense Code,” Section 10, “Adopted by Reference,” is hereby amended to read as follows:

9.01.010 Incorporating Uniform Public Offense Code

There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Valley Center, Kansas, that certain code known as the 2015 "Uniform Public Offense Code for Kansas Cities," 31st Edition, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, with certain additions as are provided in Section 2 of this Ordinance. At least one copy of said Uniform Public Offense Code shall be marked or stamped "Official Copy as Adopted by Ordinance No. 1289-15," and to which shall be attached a copy of this Ordinance, and filed with the City Clerk, to be open for inspection and available to the public at all reasonable hours. The police department, municipal judge and all administrative departments of the City charged with the enforcement of this ordinance shall be supplied, at the cost of the City, such number of official copies of the ordinance similarly marked, as may be deemed expedient.

Section 2. The Valley Center Municipal Code, Title 9, “Public Peace, Safety and Morals,” Chapter 9.25, “Uniform Public Offense Code,” is hereby enacted to read as follows:

9.25.010 Urinating/Defecating in Public

It shall be unlawful for any person to urinate or defecate in or upon any street, sidewalk, alley, plaza, park, public building, public property, private parking lot, or in any place open to the public or exposed to public view. This section shall not apply to urination or defecation utilizing appropriate fixtures in any restroom or other facility designed for the sanitary disposal of human waste. Urinating/Defecating in Public is a Class C violation.

Section 3. Severability. Those sections, paragraphs, and provisions of Title 9 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. Savings Clause. Neither the adoption of the Ordinance, nor the future repeal or amendment of any section or part or portion thereof, shall in any manner affect the prosecution for violation of this Ordinance or future amendments thereto, nor be construed as a waiver of any license, fee or penalty at said effective date and unpaid under either this Ordinance or future amendments thereto, nor be construed as affecting any of the provisions of this Ordinance relating to the collection of any such license, fee or penalty, or the penal provisions applicable to

any violation thereof, nor to affect the validity of any bond or cash deposit in lieu thereof required to be posted, filed or deposited pursuant to any ordinance, all rights and obligations thereunder shall continue in full force and effect.

Section 5. 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 October, 2015.

First Reading: _____

Second Reading: _____

{SEAL}

Laurie Dove, Mayor

ATTEST:

Kristi Carrithers, City Clerk

NEW BUSINESS

RECOMMENDED ACTION

**A. ORDINANCE 1289-15; 2015 UNIFORM PUBLIC
OFFENSE CODE, 1st READING:**

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion to adopt Ordinance 1289-15, amending Chapter 9.01 of the Valley Center Municipal Code and amendments thereto, 1st reading.

NEW BUSINESS

B. KDOT AGREEMENT FOR GOFF SIDEWALK PROJECT :

KDOT Agreement for Construction of 5-foot sidewalk on Goff Road, from N. Meadow to N. Meridian, in Valley Center, Kansas

- KDOT Agreement

PROJECT NO. 87 TE-0607-01
 TA-T060(701)
 TRANSPORTATION ENHANCEMENT PROJECT
 SIDEWALK CONSTRUCTION
 CITY OF VALLEY CENTER, KANSAS

A G R E E M E N T

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

R E C I T A L S :

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

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

A R T I C L E I

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

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **“City”** means the City of Valley Center, Kansas, with its place of business at 121 S Meridian/P.O. Box 188, Valley Center, KS 67147.

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

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

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the City acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives to obtain participation of federal funds in the cost of the Project.

2. **Letting and Administration by KDOT.** The Secretary shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the City. The Secretary further agrees, as agent for the City, to administer the Construction of the Project in accordance with the final Design Plans, as required by FHWA, to negotiate with and report to the FHWA and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the City.

3. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

4. **Payment of Costs.** The Secretary agrees to be responsible for eighty percent (80%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, but not to exceed \$236,289.00 for the Project. The Secretary shall not be responsible for the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed \$295,361.00 for the Project. The Secretary shall not be responsible for the total actual costs of Preliminary Engineering, Right of Way, and Utility adjustments for the Project.

5. **Final Billing.** After receipt of FHWA acknowledgement of final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all Project costs for which the City is responsible and shall then transmit the complete and final billing to the City.

ARTICLE III

CITY RESPONSIBILITIES:

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

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

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

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

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

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

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

mutually agreed intervals in conformity with the official Project schedule.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) **Removal of Hazardous Waste.** The City shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The City shall take appropriate action to cleanup and remediate any identified Hazardous Waste

prior to Letting. The City will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

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

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

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

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

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

(a) Temporary Traffic Control. The City shall provide a temporary traffic control plan within the Design Plans, which includes the City's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990

(ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as the City's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify the City of the determinations made pursuant to this section.

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

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

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

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

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

19. Financial Obligation. The City will be responsible for twenty percent (20%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, up to \$295,361.00 for the Project. In addition, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed \$295,361.00 for the Project. Further, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Preliminary Engineering, Right of Way, and Utility adjustments for the Project. The City shall also pay for any Non-Participating Costs incurred for the Project along with the associated Non-Participating Construction Engineering costs.

20. Remittance of Estimated Share. The City shall deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities. The City will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of City Funds received by the City from the Secretary. The date indicated for the City to deposit its estimated share of the total Project expenses is fifty (50) days after the Letting date.

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

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

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

ARTICLE IV

SPECIAL TRANSPORTATION ENHANCEMENT REQUIREMENTS:

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

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

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

2. **Useful Life.**

(a) **Useful Life Period.** The Parties agree the Useful Life Period of the Project is 10 years, commencing on the date the Secretary gives notice of final acceptance of the Project.

(b) **Insurance.** If the Project includes improvements to a building, the City will purchase and maintain insurance for property damage to the building continuously during the

Useful Life Period of the Project in an amount equal to or in excess of the federal funds expended on the Project.

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

(d) Recapture of Federal Investment.

(i) During the first 5 years of the Useful Life Period, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary and the FHWA under subparagraph (c) above, then the City shall pay to the Secretary 100% of the federal funds invested in the Project.

(ii) Following the first 5 years of the Useful Life Period and until the Useful Life Period expires, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary and the FHWA under subparagraph (c) above, then the City shall pay to the Secretary as recapture of federal funds invested in the Project an amount, which will be determined according to the following formula:

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

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

ARTICLE V

GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.
2. **Civil Rights Act.** The “Special Attachment No. 1,” pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
3. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

4. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not be deemed to control or affect the meaning or construction or the provisions herein.

5. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

6. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

7. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

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

ATTEST:

THE CITY OF VALLEY CENTER, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

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

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

KANSAS DEPARTMENT OF TRANSPORTATION

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

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

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

NOTIFICATION

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

CLARIFICATION

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

Nondiscrimination Clauses

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

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

Special Attachment No. 1

Page 2 of 2

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

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

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

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

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

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

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

NEW BUSINESS

RECOMMENDED ACTION

B. KDOT AGREEMENT FOR GOFF SIDEWALK PROJECT :

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion to approve KDOT Agreement for Construction of 5-foot sidewalk on Goff Road, from N. Meadow to N. Meridian in Valley Center, Kansas and authorize Mayor to sign.

NEW BUSINESS

C. REQUEST FOR CONSIDERATION OF CROP LOSS PAYMENT :

- P.E.C. Memo
- Area Map

MEMO

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

TO: City of Valley Center**DATE:** October 6, 2015**PROJECT NO.:** 12486-003-2502**ATTENTION:** Mayor and Members of Council**PROJECT:** Ford Street, Ramsey Drive, and Meridian Avenue Paving, Drainage, SWD and Pump Station**FROM:** Josh Golka, P.E.**COPIES TO:** George Kolb-Interim City Administrator,**REFERENCE:** Crop Loss DamagesBrent Holper-Director of Public Works, MDK

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

Introduction

During design of the Ford, Ramsey and Meridian Paving and Drainage Improvements project, the City acquired a drainage easement from George Johnson in order to construct the stormwater outfall piping from the detention pond south of Ford Street to discharge to the Floodway. This easement acquisition minimized the length of piping needed for the project, resulting in a substantial cost savings to the project. The drainage easement which totals 1.862 acres was donated to the City by the property owner (see attached easement exhibit).

During construction of the project, land located within the drainage easement was disturbed by construction equipment. The adjacent land has been historically and currently farmed, presently planted with milo.

City Staff met with Jim Jacobs who is the current farmer and lessee of the land from George Johnson. Mr. Jacobs indicated that he was authorized to speak on behalf of Mr. Johnson. Mr. Jacobs requested consideration for crop loss payment caused by the use of the property throughout the project construction as well as future consideration as the land recovers from construction.

Recommendation

In consideration of payment for crop loss, a 2 year term for damages was selected. According to the Economic Research Service, a division of the United States Department of Agriculture, milo (sorghum) is projected to cost between \$3.50 and \$4.30 per bushel for the 2015/16 federal fiscal year. Without being able to locate a projection for the 2016/17 federal fiscal year, damages for crop loss were assumed at \$5 per bushel. The yield per acre for milo varies based on conditions throughout the year, but most sources agree that 100 bushels per acre is a fair, average yield.

$\$5 \text{ per bushel} \times 100 \text{ bushels per acre} \times 1.862 \text{ acres} \times 2 \text{ years} = \$1,862$

If acceptable, Staff recommends that City Council authorize payment for crop losses over a 2 year period in a one time, lump sum payment amount of \$1,862 to George Johnson for donating a drainage easement allowing construction that was essential to the current drainage project.



Saved 01-06-2015 11:03:23 AM by RFJ
 Plot Scale 1:300 01-06-2015 11:03:42 AM by RFJ
 C:\2012\12486\Easements\12486-000 Johnson DE



LEGEND
 **DRAINAGE EASEMENT**

**CITY OF VALLEY CENTER
 SEDGWICK COUNTY, KANSAS**

EASEMENT MAP
 George G. Johnson

FORD STREET, RAMSEY DRIVE, AND MERIDIAN AVENUE PAVING, DRAINAGE,
 STORM WATER DRAIN, AND PUMP STATION IMPROVEMENTS

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

NEW BUSINESS

RECOMMENDED ACTION

**C. REQUEST FOR CONSIDERATION OF CROP LOSS
PAYMENT :**

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion to authorize payment for crop losses over a 2 year period in a one time, lump sum payment amount of \$1,862 to George Johnson.

CONSENT AGENDA

A. APPROPRIATION ORDINANCE:

RECOMMENDED ACTION:

Staff recommends motion to approve the Consent Agenda as presented.

CONSENT AGENDA**A. APPROPRIATION ORDINANCE:**

Below is the proposed Appropriation Ordinance for October 6, 2015 as prepared by City Staff.

October 6, 2015 Appropriation

| | |
|--------------|----------------------|
| Total | \$ 416,999.66 |
|--------------|----------------------|

9/29/2015 3:47 PM
 VENDOR SET: 02 City of Valley Center
 BANK: APBK INTRUST CHECKING
 DATE RANGE: 0/00/0000 THRU 99/99/9999

A/P HISTORY CHECK REPORT

PAGE: 1

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 0077 | KANSAS OFFICE OF THE TREASURER | | | | | | | |
| I-201509106419 | AUGUST 2015 FEES | R | 9/11/2015 | 1,168.00 | | 045826 | | 1,168.00 |
| 0127 | HAMPEL OIL DISTRIBUTIONS, INC. | | | | | | | |
| I-201509106413 | DIESEL FUEL | R | 9/11/2015 | 1,382.45 | | 045827 | | 1,382.45 |
| 0145 | THE HON COMPANY | | | | | | | |
| I-201509106420 | CITY CLERK FURNITURE | R | 9/11/2015 | 2,984.19 | | 045828 | | 2,984.19 |
| 0190 | MIZE HOUSER & COMPANY P.A. | | | | | | | |
| I-201509106411 | FINAL BILLING 2014 AUDIT | R | 9/11/2015 | 1,000.00 | | 045829 | | 1,000.00 |
| 0198 | P S I | | | | | | | |
| I-201509106412 | AUGUST 2015 SERVICES | R | 9/11/2015 | 1,575.00 | | 045830 | | 1,575.00 |
| 0249 | APAC - KANSAS INC | | | | | | | |
| I-201509106416 | MCLAUGHLIN MILL & OVERLAY | R | 9/11/2015 | 33,267.77 | | 045831 | | 33,267.77 |
| 0306 | SEDGWICK COUNTY | | | | | | | |
| I-201509106418 | AUGUST 2015 HOUSING FEES | R | 9/11/2015 | 2,691.00 | | 045832 | | 2,691.00 |
| 0315 | WASTE MANAGEMENT OF WICHITA | | | | | | | |
| I-201509106415 | AUG 2015 SERVICES | R | 9/11/2015 | 30,475.71 | | 045833 | | |
| I-201509106417 | 20 YD ROLLOFF DUMPSTER | R | 9/11/2015 | 832.20 | | 045833 | | 31,307.91 |
| 0542 | GIANT COMMUNICATIONS | | | | | | | |
| I-201509106410 | AUGUST 2015 SERVICES | R | 9/11/2015 | 1,533.14 | | 045834 | | 1,533.14 |
| 0686 | MANPOWER | | | | | | | |
| I-201509106414 | 8/30/2015 HOURS WORKED TA | R | 9/11/2015 | 660.00 | | 045835 | | 660.00 |
| 0085 | LAURIE B WILLIAMS | | | | | | | |
| I-REB201509156422 | CASE # 13-12943 | R | 9/18/2015 | 200.00 | | 045837 | | 200.00 |
| 0210 | SECURITY BENEFIT | | | | | | | |
| I-SCB201509156422 | DEFERRED COMPENSATION | R | 9/18/2015 | 50.00 | | 045838 | | 50.00 |
| 0313 | VANTAGEPOINT TRANS AGENTS | | | | | | | |
| I-ICM201509156422 | PLAN NUMBER 302196 457 D.C. | R | 9/18/2015 | 211.54 | | 045839 | | |
| I-ICP201509156422 | RETIREMENT 457 DEFERRED COMP | R | 9/18/2015 | 211.54 | | 045839 | | 423.08 |
| 0372 | U S DEPT OF EDUCATION | | | | | | | |
| I-MTG201509156422 | AGENCY TRACK NO 1018409186 | R | 9/18/2015 | 134.53 | | 045840 | | 134.53 |

9/29/2015 3:47 PM
 VENDOR SET: 02 City of Valley Center
 BANK: APBK INTRUST CHECKING
 DATE RANGE: 0/00/0000 THRU 99/99/9999

A/P HISTORY CHECK REPORT

PAGE: 2

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--|--------|------------------------|--------------------|----------|------------------|--------------|--------------|
| 0025 | MIKE JOHNSON SALES, INC. I-201509166429 CARRITHERS STAMPS | R | 9/18/2015 | 54.41 | | 045841 | | 54.41 |
| 0059 | CITY OF WICHITA I-201509166438 SLUDGE HAULING | R | 9/18/2015 | 15,120.00 | | 045842 | | 15,120.00 |
| 0076 | KANSAS SECRETARY OF STATE I-201509166425 CARRITHERS NOTARY | R | 9/18/2015 | 25.00 | | 045843 | | 25.00 |
| 0092 | TYLER TECHNOLOGIES INC I-201509166433 SEPT 2015 MONTLY FEES I-201509166434 UTILITY CIS SYSTEM | R R | 9/18/2015 9/18/2015 | 205.00 4,273.55 | | 045844 045844 | | 4,478.55 |
| 0110 | LKM - LEAGUE OF KANSAS MUNICIP I-201509166428 2015 SERVICE AWARDS | R | 9/18/2015 | 837.24 | | 045845 | | 837.24 |
| 0127 | HAMPEL OIL DISTRIBUTIONS, INC. I-201509166443 DIESEL FUEL | R | 9/18/2015 | 1,161.00 | | 045846 | | 1,161.00 |
| 0162 | CIVIC PLUS I-201509166432 QUARTERLY HOSTING FEES | R | 9/18/2015 | 1,125.00 | | 045847 | | 1,125.00 |
| 0179 | INTERLINGUAL SERVICE I-201509166430 INTERPRETER FOR 8/26/2015 I-201509166445 INTERPRETER FOR 8/12/2015 | R R | 9/18/2015 9/18/2015 | 74.00 74.00 | | 045848 045848 | | 148.00 |
| 0204 | PITNEY BOWES I-201509166431 POSTAGE METER REFILL | R | 9/18/2015 | 604.21 | | 045849 | | 604.21 |
| 0236 | VALLEY CENTER CHAMBER OF COMME I-201509166426 '15 FALL FESTIVAL SPONSOR | R | 9/18/2015 | 3,500.00 | | 045850 | | 3,500.00 |
| 0243 | WESTAR ENERGY, INC. I-201509166427 MERIDIAN STREET LIGHTS | R | 9/18/2015 | 44.53 | | 045851 | | 44.53 |
| 0257 | CNA SURETY I-201509166439 CARRITHERS NOTARY | R | 9/18/2015 | 50.00 | | 045852 | | 50.00 |
| 0259 | CRAIN CHEMICAL COMPANY I-201509166437 VEHICLE CLEANING SUPPLIES | R | 9/18/2015 | 164.00 | | 045853 | | 164.00 |
| 0371 | M & M REPAIR, INC. I-201509166440 SEWER REPAIR PARTS | R | 9/18/2015 | 56.94 | | 045854 | | 56.94 |

9/29/2015 3:47 PM
 VENDOR SET: 02 City of Valley Center
 BANK: APBK INTRUST CHECKING
 DATE RANGE: 0/00/0000 THRU 99/99/9999

A/P HISTORY CHECK REPORT

PAGE: 3

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|---|--------|------------|----------------|----------|----------|--------------|--------------|
| 0530 | GALLAGHER BENEFIT SERVICES, IN I-201509166435 SEPT 2015 BENEFITS | R | 9/18/2015 | 272.00 | | 045855 | | 272.00 |
| 0623 | HD SUPPLY WATERWORKS, LTD. I-201509166444 WATER METERS | R | 9/18/2015 | 8,255.12 | | 045856 | | 8,255.12 |
| 0686 | MANPOWER I-201509166436 9/6/2015 HOURS WORKED TAT | R | 9/18/2015 | 528.00 | | 045857 | | 528.00 |
| 0688 | SALINA SUPPLY COMPANY I-201509166441 WATER METER ERTS | R | 9/18/2015 | 4,288.51 | | 045858 | | 4,288.51 |
| 0689 | ZINK SAFETY EQUIPMENT I-201509166442 KEVLAR HEADNET KIT | R | 9/18/2015 | 689.03 | | 045859 | | 689.03 |
| 0032 | AFLAC I-AF 201509016384 SUPPLEMENTAL INSURANCE | R | 9/18/2015 | 73.19 | | 045860 | | |
| | I-AF 201509156422 SUPPLEMENTAL INSURANCE | R | 9/18/2015 | 73.22 | | 045860 | | |
| | I-AFC201509016384 SUPPLEMENTAL INSURANCE | R | 9/18/2015 | 68.16 | | 045860 | | |
| | I-AFC201509156422 SUPPLEMENTAL INSURANCE | R | 9/18/2015 | 68.16 | | 045860 | | |
| | I-AFD201509016384 SUPPLEMENTAL INSURANCE | R | 9/18/2015 | 86.79 | | 045860 | | |
| | I-AFD201509156422 SUPPLEMENTAL INSURANCE | R | 9/18/2015 | 86.79 | | 045860 | | |
| | I-AFO201509016384 SUPPLEMENTAL INSURANCE | R | 9/18/2015 | 12.35 | | 045860 | | |
| | I-AFO201509156422 SUPPLEMENTAL INSURANCE | R | 9/18/2015 | 12.35 | | 045860 | | 481.01 |
| 0354 | LOYAL AMERICAN LIFE INSURANCE I-ACC201509016384 LOYAL AMERICAN ACCIDENT | R | 9/18/2015 | 6.35 | | 045861 | | |
| | I-ACC201509156422 LOYAL AMERICAN ACCIDENT | R | 9/18/2015 | 6.35 | | 045861 | | |
| | I-CNC201509016384 LOYAL AMERICAN CANCER | R | 9/18/2015 | 13.97 | | 045861 | | |
| | I-CNC201509156422 LOYAL AMERICAN CANCER | R | 9/18/2015 | 13.97 | | 045861 | | 40.64 |
| 0445 | DELTA DENTAL OF KANSAS, INC. I-DDS201509016384 DENTAL INSURANCE | R | 9/18/2015 | 388.87 | | 045862 | | |
| | I-DDS201509156422 DENTAL INSURANCE | R | 9/18/2015 | 126.80 | | 045862 | | |
| | I-DEC201509016384 DENTAL INSURANCE | R | 9/18/2015 | 61.84 | | 045862 | | |
| | I-DEC201509156422 DENTAL INSURANCE | R | 9/18/2015 | 61.84 | | 045862 | | |
| | I-DES201509016384 DENTAL INSURANCE | R | 9/18/2015 | 188.22 | | 045862 | | |
| | I-DES201509156422 DENTAL INSURANCE | R | 9/18/2015 | 188.22 | | 045862 | | |
| | I-DFM201509016384 DENTAL INSURANCE | R | 9/18/2015 | 578.16 | | 045862 | | |
| | I-DFM201509156422 DENTAL INSURANCE | R | 9/18/2015 | 578.16 | | 045862 | | 2,172.11 |
| 0511 | COVENTRY HEALTH CARE, INC. I-M1E201509016384 MEDICAL INSURANCE- EMP COST | R | 9/18/2015 | 20.10 | | 045863 | | |
| | I-M1E201509156422 MEDICAL INSURANCE- EMP COST | R | 9/18/2015 | 20.10 | | 045863 | | |
| | I-M1F201509016384 MEDICAL INSURANCE- EMP COST | R | 9/18/2015 | 189.96 | | 045863 | | |
| | I-M1F201509156422 MEDICAL INSURANCE- EMP COST | R | 9/18/2015 | 30,749.67 | | 045863 | | |
| | I-M1S201509016384 MEDICAL INSURANCE- EMP COST | R | 9/18/2015 | 86.44 | | 045863 | | |
| | I-M1S201509156422 MEDICAL INSURANCE- EMP COST | R | 9/18/2015 | 43.22 | | 045863 | | 31,109.49 |

9/29/2015 3:47 PM
 VENDOR SET: 02 City of Valley Center
 BANK: APBK INTRUST CHECKING
 DATE RANGE: 0/00/0000 THRU 99/99/9999

A/P HISTORY CHECK REPORT

PAGE: 4

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 0566 | SURENCY LIFE AND HEALTH | | | | | | | |
| | I-VES201509016384 | R | 9/18/2015 | 8.84 | | 045864 | | |
| | I-VES201509156422 | R | 9/18/2015 | 8.84 | | 045864 | | |
| | I-VMC201509016384 | R | 9/18/2015 | 16.62 | | 045864 | | |
| | I-VMC201509156422 | R | 9/18/2015 | 16.62 | | 045864 | | |
| | I-VME201509016384 | R | 9/18/2015 | 18.48 | | 045864 | | |
| | I-VME201509156422 | R | 9/18/2015 | 18.48 | | 045864 | | |
| | I-VMF201509016384 | R | 9/18/2015 | 80.63 | | 045864 | | |
| | I-VMF201509156422 | R | 9/18/2015 | 80.70 | | 045864 | | |
| | I-VMS201509016384 | R | 9/18/2015 | 38.72 | | 045864 | | |
| | I-VMS201509156422 | R | 9/18/2015 | 38.72 | | 045864 | | |
| | I-VSS201509016384 | R | 9/18/2015 | 4.22 | | 045864 | | |
| | I-VSS201509156422 | R | 9/18/2015 | 4.22 | | 045864 | | 335.09 |
| 0270 | INTRUST CARD CENTER | | | | | | | |
| | I-201509226446 | R | 9/25/2015 | 23,221.24 | | 045865 | | 23,221.24 |
| 0035 | BARRY ARBUCKLE | | | | | | | |
| | I-201509226453 | R | 9/25/2015 | 7,747.50 | | 045868 | | 7,747.50 |
| 0061 | EDNA BUSCHOW | | | | | | | |
| | I-201509226450 | R | 9/25/2015 | 15,655.14 | | 045869 | | 15,655.14 |
| 0091 | MIES CONSTUCTION INC | | | | | | | |
| | I-201509246469 | R | 9/25/2015 | 3,020.00 | | 045870 | | 3,020.00 |
| 0127 | HAMPEL OIL DISTRIBUTIONS, INC. | | | | | | | |
| | I-201509246465 | R | 9/25/2015 | 2,592.76 | | 045871 | | 2,592.76 |
| 0198 | P S I | | | | | | | |
| | I-201509246460 | R | 9/25/2015 | 984.00 | | 045872 | | 984.00 |
| 0239 | A T & T KANSAS | | | | | | | |
| | I-201509246464 | R | 9/25/2015 | 1,109.12 | | 045873 | | 1,109.12 |
| 0249 | APAC - KANSAS INC | | | | | | | |
| | I-201509246462 | R | 9/25/2015 | 180,589.23 | | 045874 | | |
| | I-201509246463 | R | 9/25/2015 | 6,886.50 | | 045874 | | 187,475.73 |
| 0257 | CNA SURETY | | | | | | | |
| | I-201509226451 | R | 9/25/2015 | 192.50 | | 045875 | | 192.50 |
| 0303 | SAFETY SOLUTIONS OF KANSAS | | | | | | | |
| | I-201509226447 | R | 9/25/2015 | 612.50 | | 045876 | | 612.50 |

9/29/2015 3:47 PM
 VENDOR SET: 02 City of Valley Center
 BANK: APBK INTRUST CHECKING
 DATE RANGE: 0/00/0000 THRU 99/99/9999

A/P HISTORY CHECK REPORT

PAGE: 5

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|----------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 0312 | VALLEY CENTER RECREATION | | | | | | | |
| I-201509226457 | VALLEY CENTER RECREATION | R | 9/25/2015 | 300.00 | | 045877 | | 300.00 |
| 0328 | UCI - UTILITY CONSULTANTS | | | | | | | |
| I-201509246466 | UCI - UTILITY CONSULTANTS | R | 9/25/2015 | 45.00 | | 045878 | | 45.00 |
| 0685 | EPP'S SERVICE INC. | | | | | | | |
| I-201509246459 | EPP'S SERVICE INC. | R | 9/25/2015 | 5,702.83 | | 045879 | | 5,702.83 |
| 0686 | MANPOWER | | | | | | | |
| I-201509246468 | MANPOWER | R | 9/25/2015 | 528.00 | | 045880 | | 528.00 |
| 0689 | ZINK SAFETY EQUIPMENT | | | | | | | |
| I-201509226454 | ZINK SAFETY EQUIPMENT | R | 9/25/2015 | 340.53 | | 045881 | | 340.53 |
| 0690 | KANSAS BUREAU OF INVESTIGATION | | | | | | | |
| I-201509226448 | KANSAS BUREAU OF INVESTIGATION | R | 9/25/2015 | 40.00 | | 045882 | | 40.00 |
| 0691 | LE VENUE | | | | | | | |
| I-201509226452 | LE VENUE | R | 9/25/2015 | 550.00 | | 045883 | | 550.00 |
| 0693 | MIDWEST TRUCK EQUIPMENT, INC | | | | | | | |
| I-201509246467 | MIDWEST TRUCK EQUIPMENT, INC | R | 9/25/2015 | 12,280.00 | | 045884 | | 12,280.00 |

| * * T O T A L S * * | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|---------------------|----|----------------|-----------|--------------|
| REGULAR CHECKS: | 56 | 416,313.80 | 0.00 | 416,313.80 |
| HAND CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| DRAFTS: | 0 | 0.00 | 0.00 | 0.00 |
| EFT: | 0 | 0.00 | 0.00 | 0.00 |
| NON CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| VOID CHECKS: | 0 | VOID DEBITS | 0.00 | |
| | | VOID CREDITS | 0.00 | |
| | | | 0.00 | |

TOTAL ERRORS: 0

| VENDOR SET: 02 BANK: APBK TOTALS: | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|-----------------------------------|----|----------------|-----------|--------------|
| | 56 | 416,313.80 | 0.00 | 416,313.80 |

9/29/2015 3:47 PM
 VENDOR SET: 03 City of Valley Center
 BANK: APBK INTRUST CHECKING
 DATE RANGE: 0/00/0000 THRU 99/99/9999

A/P HISTORY CHECK REPORT

PAGE: 6

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|----------------|-----------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 0028 | MARK HEPHNER | | | | | | | |
| I-201509226456 | MARK HEPHNER | R | 9/25/2015 | 60.00 | | 045866 | | 60.00 |
| 0050 | LLOYD C. NEWMAN | | | | | | | |
| I-201509226455 | LLOYD C. NEWMAN | R | 9/25/2015 | 60.00 | | 045867 | | 60.00 |

| * * T O T A L S * * | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|---------------------|----|-------------------|-----------|--------------|
| REGULAR CHECKS: | 2 | 120.00 | 0.00 | 120.00 |
| HAND CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| DRAFTS: | 0 | 0.00 | 0.00 | 0.00 |
| EFT: | 0 | 0.00 | 0.00 | 0.00 |
| NON CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| VOID CHECKS: | 0 | VOID DEBITS 0.00 | | |
| | | VOID CREDITS 0.00 | 0.00 | |

TOTAL ERRORS: 0

| VENDOR SET: 03 BANK: APBK TOTALS: | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|-----------------------------------|----|----------------|-----------|--------------|
| | 2 | 120.00 | 0.00 | 120.00 |

9/29/2015 3:47 PM
 VENDOR SET: 04 City of Valley Center
 BANK: APBK INTRUST CHECKING
 DATE RANGE: 0/00/0000 THRU 99/99/9999

A/P HISTORY CHECK REPORT

PAGE: 7

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|----------------|----------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 0086 | MARY ANN CHINATTI | | | | | | | |
| I-201509156421 | TRAVEL REIMBURSEMENT | R | 9/15/2015 | 565.86 | | 045836 | | 565.86 |

* * T O T A L S * *

| | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|-----------------|----|----------------|-----------|--------------|
| REGULAR CHECKS: | 1 | 565.86 | 0.00 | 565.86 |
| HAND CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| DRAFTS: | 0 | 0.00 | 0.00 | 0.00 |
| EFT: | 0 | 0.00 | 0.00 | 0.00 |
| NON CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| VOID CHECKS: | 0 | | | |
| VOID DEBITS | | 0.00 | | |
| VOID CREDITS | | 0.00 | 0.00 | |

TOTAL ERRORS: 0

| | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|-----------------------------------|----|----------------|-----------|--------------|
| VENDOR SET: 04 BANK: APBK TOTALS: | 1 | 565.86 | 0.00 | 565.86 |
| BANK: APBK TOTALS: | 59 | 416,999.66 | 0.00 | 416,999.66 |
| REPORT TOTALS: | 59 | 416,999.66 | 0.00 | 416,999.66 |

9/29/2015 3:47 PM

A/P HISTORY CHECK REPORT

PAGE: 8

SELECTION CRITERIA

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

CHECK SELECTION

CHECK RANGE: 045826 THRU 045884
DATE RANGE: 0/00/0000 THRU 99/99/9999
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

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

STAFF REPORTS

A. Finance and Administration Director Polian

B. Chief of Police Hephner

- Police Department July/August bi-monthly report

C. Fire Chief Tormey

D. Community Development Intern Emerson

- Code Enforcement Report – August 2015

E. City Superintendent Holper

F. Parks & Public Buildings Superintendent Owings

G. City Engineer Golka

H. City Attorney Arbuckle

I. Interim City Administrator Kolb

POLICE DEPARTMENT



9/10/2015

July/August 2015 Edition

This is the bimonthly information regarding activities of the police department for July and August 2015

Police Department

JULY/AUGUST 2015 EDITION

MISSION STATEMENT

THE VALLEY CENTER POLICE DEPARTMENT WILL OFFER ETHICAL AND RELIABLE LAW ENFORCEMENT FOR ITS CITIZENS. THE OFFICERS OF VALLEY CENTER WILL PROVIDE FAIR AND PROFESSIONAL SERVICE TO CITIZENS REGARDLESS OF AGE, RACE, SEX, OR RELIGION. WE WILL WORK WITH THE CITIZENS OF VALLEY CENTER TO PROVIDE A SAFE NURTURING ENVIRONMENT FOR THE COMMUNITY. OFFICERS WILL STRIVE TO BE GOOD ROLE MODELS AND MENTORS TO OUR CITIZENS. WE WILL DISPLAY A POSITIVE ATTITUDE REGARDLESS OF THE SITUATION. THE PROTECTION OF EACH PERSON'S RIGHTS UNDER THE LAW IS PARAMOUNT.

Administration

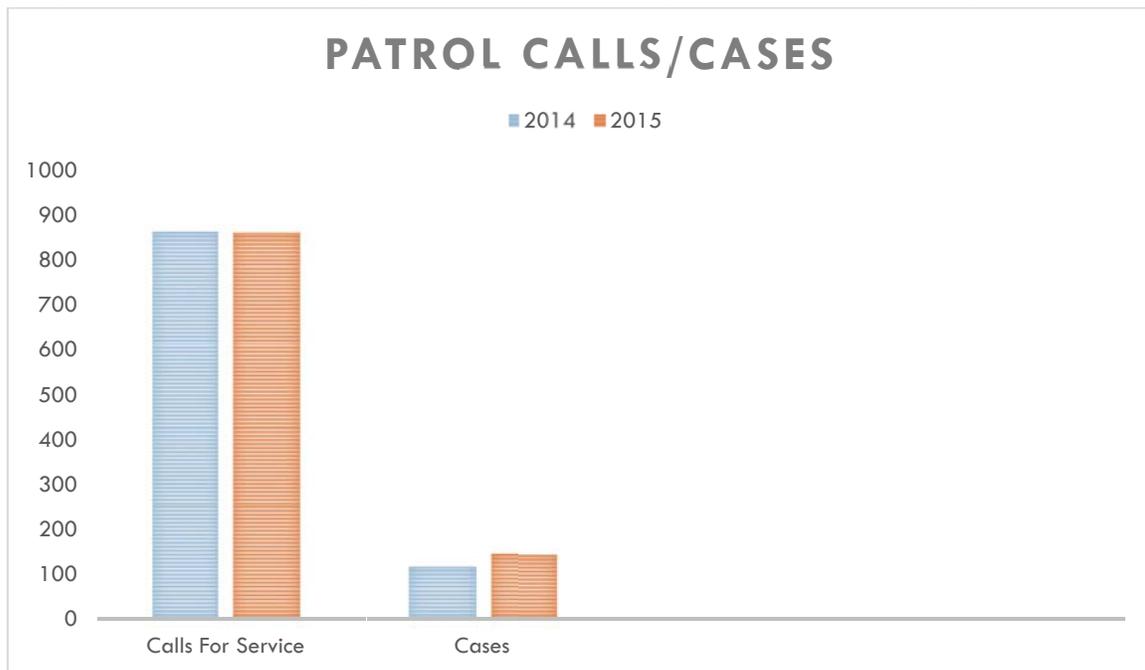
1. The chief attended Wichita Crime Commission meeting/dinner on July 8. This offered an opportunity to meet with area law enforcement officials and members of the WCC.
2. On July 16 the chief attended the Sedgwick County Area Chiefs monthly meeting. The new Highway Patrol Superintendent, Mark Bruce attended and introduced himself.
3. On July 21 the chief and Sgt Newman attended training to begin the implementation of Lexipol. The use of Lexipol guarantees the department will stay current on policies and best practices. The Lexipol program also will ensure all officers know and understand those policies by offering training and testing especially on critical policies such as use of force.
4. On July 14 the chief attended the monthly Chamber of Commerce meeting. Attending this meeting allows business owner's access to the chief for concerns and also allows the chief to update business owners about crime trends.
5. On August 13 the chief attended a VC Lion's Club meeting.
6. On August 18 the chief attended a training at KLETC on "Lessons Learned at Ferguson."
7. On August 20 the chief attended the monthly Sedgwick County Area Chiefs meeting. It was hosted by the Cheney Pd. Vendors showed some of the latest bullet proof vests.
8. On August 21 the chief and Sgt Newman attended the graduation of Officer Nygaard at KLETC.
9. On August 27 the chief attended a demo on Electronic Citations at the Cheney PD.
10. On August 31 the chief attended the Wichita Police Chief hiring forum at Century II.
11. The chief and Detective Grayson assisted at KLETC as role players for the KPAS training. This is training for new administrators.
12. Sgt Newman represented the police department at the city safety meetings in July and August.
13. Supervisors and officers are using the Guardian Tracking Program on a daily basis documenting officer activity.

Police Department

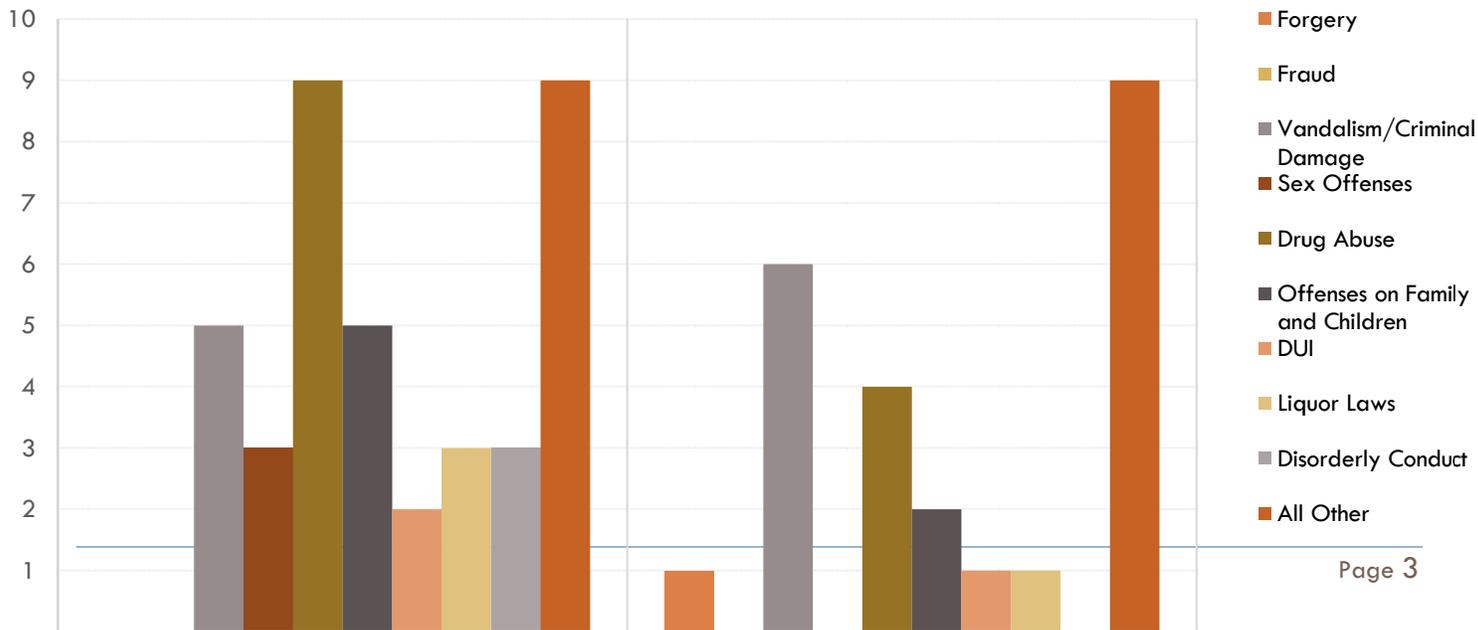
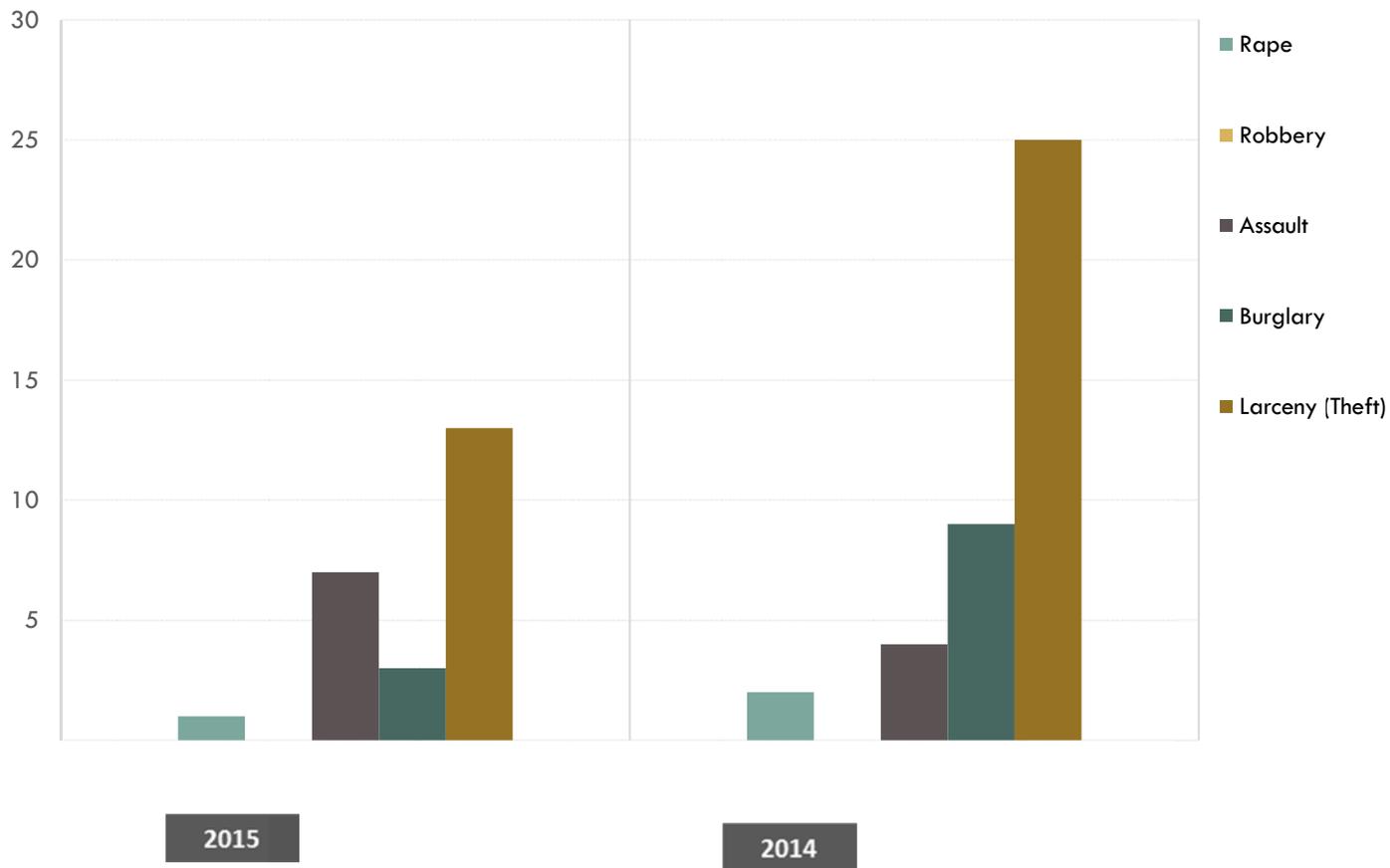
Patrol

1. In July officers responded to 441 calls for service, in August.
2. In July records responded to 184 records dissemination requests.
3. SRO Allen Adams attended the nation and state SRO Conferences during July. He presented information at both conferences on his SHOW program. Numerous agencies have expressed an interest in starting the program. Officer Adams has done a great job coming up with the SHOW program and promoting it. Officer Adams has taken Middle School and Intermediate School students to the VA for visits, to the VA memorial on Veterans Day, and to the reception of veterans at the airport returning from Honor Flights.
4. Officer Mumma finished his FTO training in August. He will begin rotations on different shifts.
5. Officer Nygaard graduated from KLETC on August 21. He now begins his FTO training.
6. Two new part-time officers have been hired. Joe Dessenberger is a retired WPD captain and a VC resident, he is also active military. Joe brings a wealth of experience to the department. Shawn Tucker is a recent graduate of the KLEYC part-time academy and has been working for Sedgwick part time.

July-August Statistics



July/August



Police Department

Violation Summary

| | |
|--|-----------|
| 00-0000 Local KIBRS reports (Warrant arrests) | 10 |
| 00-0600 Municipal/County violation; Other offense | 1 |
| 08-0142 Vehicles; Unlawful Acts; e.g., registration | 1 |
| 08-0262 Driving while license cancelled/suspended/revoked | 3 |
| 08-1567 Driving under influence of alcohol or drugs; Unknown severity | 2 |
| 08-1567(a2)(b1)(A) DUI | 1 |
| 08-1599 Transporting an open container | 1 |
| 21-5413(a)(1) Battery; Causing bodily harm | 1 |
| 21-5414(a)(1)(B1) Domestic battery; Knowing reckless bodily harm to family member | 1 |
| 21-5414(a)(2)(B1) Domestic battery; Knowing rude physical contact w/ family member | 4 |
| 21-5415(a) Criminal threat; Unknown circumstance | 1 |
| 21-5503(a3)(B1)(B) Rape; Offender is < 18 YOA and victim is < 14 YOA | 2 |
| 21-5506(b)(1) Agg indecent liberties w/ child; Intercourse with child 14 < 16 YOA | 1 |
| 21-5506(b)(2)(A) Aggravated indecent liberties w/ child; Fondling a child 14<16 YOA | 1 |
| 21-5706(b)(1) Possession of certain depressants | 3 |
| 21-5706(b)(3) Possession of certain hallucinogenic drugs | 1 |
| 21-5709(b)(2) Use/possess w/intent to use drug paraphernalia into human body | 2 |
| 21-5801(a)(1) Theft of prop/services; Unknown value | 1 |
| 21-5924 Violation of protection order; Unknown circumstance | 1 |
| 21-6203 Disorderly conduct; Unknown circumstance | 2 |
| 21-6203(a)(3) Disorderly conduct; Fighting words or noisy conduct to cause resentment | 1 |
| 21-6206(a)(1)(C) Harass by telecom device; Transmit comment/image/text to abuse/threat/har | 1 |
| 21-6419 Prostitution; Unknown circumstance | 1 |
| 41-2615 Liquor; Consumption or sale of liquor by minor | 1 |
| 9.69.010 (a)(1) | 2 |
| Grand Total: | 46 |

Investigations

1. During the months of July and August 2015, Investigations presented eleven cases. Of those eleven cases two rapes and an aggravated indecent liberties were all three charged.
2. Sgt. Newman and Det. Grayson both attended department training. Sgt. Newman completed an online course on the 1st Amendment and participated in a webcast hosted by IACP discussing current issues and planning for the future. Det. Grayson completed an eight hour interrogation course in Lenexa.
3. Sgt. Newman was appointed project manager for Lexipol. He has set up user profiles for all officers and began the task of reviewing policies.

Community Activities

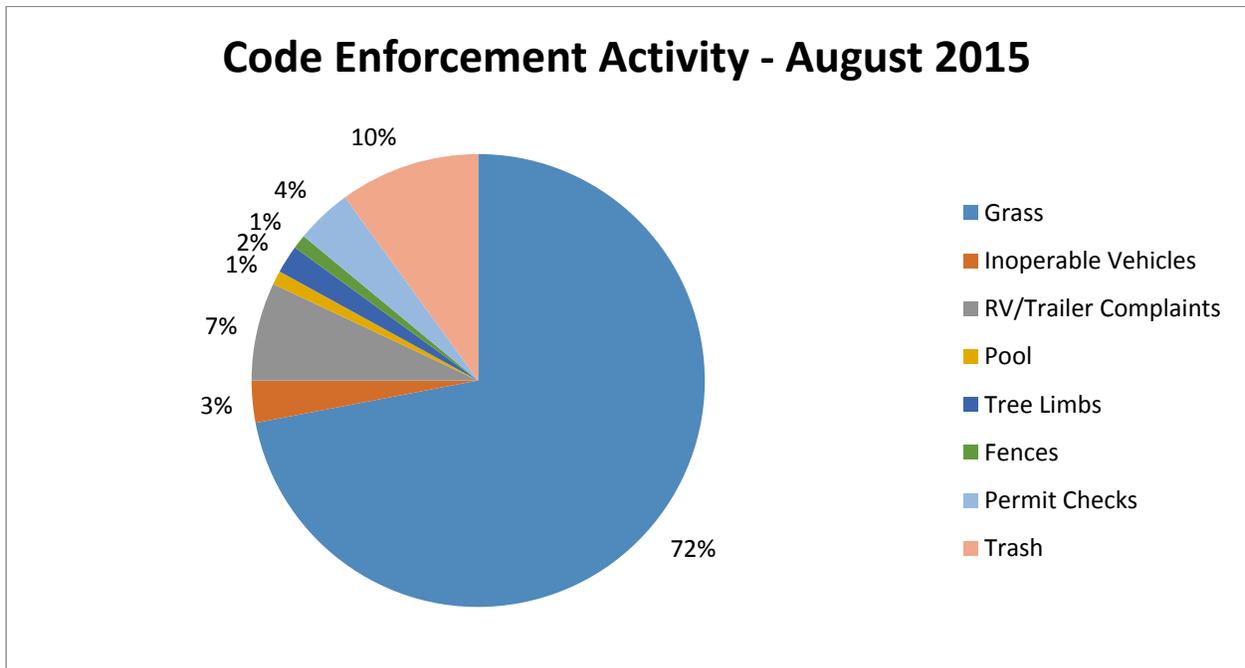
1. Citizens can now check the crime rate in their own neighborhood. In August the department has begun posting pin maps on Facebook showing crimes that have occurred in their neighborhood. We plan to add this to the city web site.
2. The police department made five posts to Facebook in July and August. The department page has 867 followers as of August.

Code Enforcement Activity - Month of August, 2015

Code enforcement officer responded to 100 calls for service during the month of August, of which

- 72 complaints were grass related; and
- 34 grass letters were sent to property owners; and
- 3 inoperable vehicle complaints were addressed; and
- 10 trash complaints were addressed; and
- 7 recreational vehicle/trailer complaints were addressed; and
- 1 pool with no deck was addressed; and
- 2 overhanging tree limbs were addressed; and
- 1 fence issue was addressed; and
- 4 permit checks for roofing and/or siding were conducted.

This month's activity resulted in 39 more issues being addressed than during the same period last year. Year to date, as a percentage of 2014 totals, code enforcement has addressed approximately 75% of total annual expected calls.



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