

# CITY OF VALLEY CENTER

**FINAL AGENDA**

**September 30, 2010**

*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 5, 2010**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INVOCATION: MINISTERIAL ALLIANCE**
4. **PLEDGE OF ALLEGIANCE**
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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, not-elected personnel and security).*

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

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

## **APPROVAL OF AGENDA**

### **RECOMMENDED ACTION:**

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

## **CLERK'S AGENDA**

### **A. MINUTES:**

Attached are the Minutes from the meeting of September 21, 2010 Regular Council Meeting as prepared by the City Clerk.

### **RECOMMENDED ACTION:**

Staff recommends motion to approve the September 21, 2010 Regular Council Meeting Minutes as presented / amended

REGULAR COUNCIL MEETING  
SEPTEMBER 21, 2010  
CITY HALL  
121 S. MERIDIAN

Mayor McNown called the meeting to order at 7:00 p.m. with the following members present: Kate Jackson, Marci Maschino, Cheryl Nordstedt, Bruce Campbell, Lou Cicirello, Al Hobson and Lionel Jackson.

Members absent: Harrison Gerling

Staff Present: Joel Pile, City Administrator  
Kristine Polian, City Clerk  
Richard Dunn, City Superintendent  
Robert Tormey, Fire Captain  
Matt Vogt, Patrol Sergeant  
Neal Owings, Parks Superintendent  
Eldon Miller, Community Development Officer

Press present: The Ark Valley News

**BOYSCOUT TROOP 404 LED THE PLEDGE OF ALLEGIANCE**

**APPROVAL OF THE AGENDA**

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

**CLERK'S AGENDA**

MINUTES- SEPTEMBER 7, 2010 REGULAR COUNCIL MEETING

Nordstedt moved, second by K. Jackson, to approve the Minutes from the September 7, 2010 Regular Council Meeting as presented. Vote yea: unanimous. Motion carried.

APPROPRIATION ORDINANCE- 09/21/10

L. Jackson moved, second by Cicirello, to approve Appropriation Ordinance No. 09/21/10 as presented. Vote yea: unanimous. Motion carried.

TREASURER'S REPORT, AUGUST 2010

Maschino moved, second by Cicirello, to receive and file the August 2010 Treasurer's Report as presented. Vote yea: unanimous. Motion carried.

**PRESENTATIONS AND PROCLAMATIONS**

CONSTITUTION WEEK PROCLAMATION

Mayor McNown proclaimed September 17-23, 2010 as Constitution Week in the City of Valley Center.

## **PUBLIC FORUM**

Kevin Barnes, representing Kathy Hakenholz of 501 W. 5<sup>th</sup>, said they are both concerned about the speeding along 5<sup>th</sup> Street west of Meridian. Stated there have been 4 cat deaths in a short amount of time. Said they would like to see the speed limit decreased.

## **COMMITTEES AND COMMISSIONS**

Councilmember Hobson stated he received a call from a representative from the Robert J. Dole Veteran's Affairs Medical Center requesting posters and fliers for the Valley Center Veteran's Day program in November. Said the Hospital heard about the event and would like to promote it in the hospital.

Councilmember Nordstedt asked City Administrator Pile to provide an update from the Library on the needs assessment on which they are working.

Councilmember Hobson asked if the attendance rules were being adhered to for the Site Plan Review Committee.

Community Development Officer Miller stated the Committee has declared a seat open due to one member's failure to comply with the attendance rule.

## **OLD BUSINESS**

### ORDINANCE 1211-10- DOMESTIC WATER WELL CODE, 2<sup>nd</sup> READING

Nordstedt moved, second by Maschino, to adopt Ordinance 1211-10 for 2<sup>nd</sup> Reading. Vote yea: unanimous. Motion carried.

### ORDINANCE 1212-10- COUNTY SEWER CODE- 2<sup>nd</sup> READING

Maschino moved, second by Hobson, to adopt Ordinance 1212-10 for 2<sup>nd</sup> Reading. Vote Yea: unanimous. Motion carried.

### ORDINANCE 1213-10- PROPERTY TITLE INSPECTION CODE- 2<sup>nd</sup> READING

Cicirello moved, second by Hobson, to adopt Ordinance 1213-10 for 2<sup>nd</sup> Reading. Vote Yea: unanimous. Motion carried.

### ORDINANCE 1214-10- 2010 STANDARD TRAFFIC ORDINANCE, 2<sup>nd</sup> READING

Maschino moved, second by K. Jackson, to adopt Ordinance 1214-10 for 2<sup>nd</sup> Reading. Vote yea: unanimous. Motion carried.

### ORDINANCE 1215-10- UNIFORM PUBLIC OFFENSE CODE, 2<sup>nd</sup> READING

Maschino moved, second by Cicirello, to adopt Ordinance 1215-10 for 2<sup>nd</sup> Reading. Vote yea: unanimous. Motion carried

## **NEW BUSINESS**

### ORDINANCE 1216-10- SOLID WASTE, 1<sup>ST</sup> READING

Cicirello moved, second by L. Jackson, to adopt Ordinance 1216-10 amending Chapter 7.12 of the Valley Center Municipal Code for 1<sup>st</sup> Reading. Vote yea: Maschino, Nordstedt, Campbell, Cicirello and L. Jackson. Opposed: K. Jackson and Hobson. Motion carried.

### CHAMBER OF COMMERCE FALL FESTIVAL REQUEST

Councilmember Cicirello stated he was very disappointed the Chamber was providing this request so close to the date of the Fall Festival. Said in the future he would like to see requests such as this one at least a month prior to the event so Council and Staff will have time to work through any issues that may exist.

Cicirello moved, second by Hobson, to approve the request from the Chamber of Commerce regarding Fall Festival Activities as provided in the Agenda. Vote yea: unanimous. Motion carried.

### **CONSENT AGENDA**

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

### **STAFF REPORTS**

#### PATROL SERGEANT VOGT

Said that he recently monitored 476 vehicles on 5<sup>th</sup> Street west of Meridian and gave no tickets to any of the cars he monitored. Said he will continue to monitor the area of concern.

#### COMMUNITY DEVELOPMENT OFFICER MILLER

Said Valley Creek Estates 2<sup>nd</sup> Addition will be having an Open House this weekend to present the new duplexes.

#### PARKS SUPERINTENDENT OWINGS

Stated the Playground Safety Surfacing project is nearly complete.

#### CITY ADMINISTRATOR PILE

Said he attended the Chamber lunch earlier in the afternoon where the Fall Festival was discussed; everything appears to be in order for the festival.

### **GOVERNING BODY REPORTS**

#### MAYOR MCNOWN

Said the Sedgwick County Association of Cities meeting will be hosted by the City of Valley Center on October 2; doors will open at 8:30 am and the meeting will begin at 9:00 am. Said the Valley Center Chamber of Commerce has invited the Governing Body to ride on the Fall Festival float during the parade on September 25 if anyone is interested.

#### COUNCILMEMBER NORDSTEDT

Asked Pile to present Council with an update on budgeted vs. actual revenues for next meeting.

#### COUNCILMEMBER CICIRELLO

Asked Staff to do a speed study on 5<sup>th</sup> Street west of Meridian to see if the speed limit needs to be decreased.

Mayor McNown thanked Boy Scout Troop 404 for leading them in the Pledge of Allegiance.

Maschino moved, second by Cicirello, to adjourn the meeting. Vote yea: unanimous. Motion carried.

**Meeting adjourned at 7:54 p.m.**

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**Kristine Polian, City Clerk**

## CLERK'S AGENDA

### B. APPROPRIATION ORDINANCE:

Below is the proposed Appropriation Ordinance for October 5, 2010 as prepared by City Staff.

#### October 5, 2010 Appropriation

Expenses	\$ <u>95,260.63</u>
Total	\$ <b>95,260.63</b>

### RECOMMENDED ACTION:

Staff recommends motion to approve the October 5, 2010 Appropriation Ordinance as presented / amended.

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_	
AFLAC	PW002502-ACCIDENT	GENERAL FUND	NON-DEPARTMENTAL	35.36	
	PV184033-ACCIDENT	GENERAL FUND	NON-DEPARTMENTAL	43.30	
	P6996294-ACCIDENT	GENERAL FUND	NON-DEPARTMENTAL	32.20	
	FU215449-ACCIDENT	GENERAL FUND	NON-DEPARTMENTAL	24.10	
	PV184034-ST DISABILI	GENERAL FUND	NON-DEPARTMENTAL	39.40	
	FU342670-ST DISABILI	GENERAL FUND	NON-DEPARTMENTAL	37.96	
	FU215450-CANCER	GENERAL FUND	NON-DEPARTMENTAL	32.11	
	PJ720568-ACCIDENT	SPECIAL HIGHWAY	NON-DEPARTMENTAL	24.10	
	PJ720568-CANCER	SPECIAL HIGHWAY	NON-DEPARTMENTAL	22.70	
	P6996300-ACCIDENT	WATER OPERATING	NON-DEPARTMENTAL	26.20_	
			TOTAL:	317.43	
	ALL AMERICAN ADMINISTRATORS	LY0053572L-CANCER	GENERAL FUND	NON-DEPARTMENTAL	27.94
		LY0053573L-CANCER	GENERAL FUND	NON-DEPARTMENTAL	27.94
		LY0054799L-ACCIDENT	GENERAL FUND	NON-DEPARTMENTAL	12.70
LY0054783L-ACCIDENT		GENERAL FUND	NON-DEPARTMENTAL	12.70_	
		TOTAL:	81.28		
ARICK & SONS INC	BEARING; SPACER; LABOR	SPECIAL HIGHWAY	SPECIAL HIGHWAY	61.97_	
			TOTAL:	61.97	
B & B KLASSEN ENTERPRISES INC	SWB KGE 1-1/4	SPECIAL HIGHWAY	SPECIAL HIGHWAY	505.16	
	SWB KGE 1-1/4	SPECIAL HIGHWAY	SPECIAL HIGHWAY	1,382.71_	
			TOTAL:	1,887.87	
BOB KELLET INSURANCE AGENCY INC	RENEWAL KST7588508	GENERAL FUND	ADMINISTRATION	48.59	
	RENEWAL KST7588508	GENERAL FUND	POLICE	48.63	
	RENEWAL KST7588508	GENERAL FUND	FIRE	48.63	
	RENEWAL KST7588508	GENERAL FUND	PARKS AND PUBLIC GROUN	48.63	
	RENEWAL KST7588508	GENERAL FUND	ENVIRONMENTAL SERVICES	48.63	
	RENEWAL KST7588508	SPECIAL HIGHWAY	SPECIAL HIGHWAY	48.63	
	RENEWAL KST7588508	WATER OPERATING	NON-DEPARTMENTAL	48.63	
	RENEWAL KST7588508	SEWER OPERATING	NON-DEPARTMENTAL	48.63_	
		TOTAL:	389.00		
BRENDA HIPPS	PER DIEM-LUNCH 9/24/10	GENERAL FUND	ADMINISTRATION	10.00_	
			TOTAL:	10.00	
CITY OF NEWTON CONSORTIUM FUND	C PLANT	GENERAL FUND	ENVIRONMENTAL SERVICES	42.00	
	H SMITH	STORMWATER UTILITY	INVALID DEPARTMENT	42.00_	
			TOTAL:	84.00	
CITY OF WICHITA	AUG 2010 BIOSOLIDS HAULG	SEWER OPERATING	NON-DEPARTMENTAL	5,250.00_	
			TOTAL:	5,250.00	
CIVIC PLUS	9/2010 EMAIL HOSTG FEE	GENERAL FUND	ADMINISTRATION	89.83	
	OCT 2010 EMAIL HOSTING	GENERAL FUND	ADMINISTRATION	89.84	
	9/2010 EMAIL HOSTG FEE	GENERAL FUND	LEGAL & MUNICIPAL COUR	10.57	
	OCT 2010 EMAIL HOSTING	GENERAL FUND	LEGAL & MUNICIPAL COUR	10.57	
	9/2010 EMAIL HOSTG FEE	GENERAL FUND	COMMUNITY DEVELOPMENT	5.29	
	OCT 2010 EMAIL HOSTING	GENERAL FUND	COMMUNITY DEVELOPMENT	5.28	
	9/2010 EMAIL HOSTG FEE	GENERAL FUND	POLICE	105.68	
	OCT 2010 EMAIL HOSTING	GENERAL FUND	POLICE	105.68	
	9/2010 EMAIL HOSTG FEE	GENERAL FUND	FIRE	137.39	
	OCT 2010 EMAIL HOSTING	GENERAL FUND	FIRE	137.39	
	9/2010 EMAIL HOSTG FEE	GENERAL FUND	EMERGENCY COMMUNICATIO	42.27	

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	OCT 2010 EMAIL HOSTING	GENERAL FUND	EMERGENCY COMMUNICATIO	42.27
	9/2010 EMAIL HOSTG FEE	GENERAL FUND	PARKS AND PUBLIC GROUN	21.14
	OCT 2010 EMAIL HOSTING	GENERAL FUND	PARKS AND PUBLIC GROUN	21.14
	9/2010 EMAIL HOSTG FEE	GENERAL FUND	ENVIRONMENTAL SERVICES	5.28
	OCT 2010 EMAIL HOSTING	GENERAL FUND	ENVIRONMENTAL SERVICES	5.28
	9/2010 EMAIL HOSTG FEE	SPECIAL HIGHWAY	SPECIAL HIGHWAY	10.57
	OCT 2010 EMAIL HOSTI	SPECIAL HIGHWAY	SPECIAL HIGHWAY	10.57
	9/2010 EMAIL HOSTG FEE	WATER OPERATING	NON-DEPARTMENTAL	26.42
	OCT 2010 EMAIL HOSTING	WATER OPERATING	NON-DEPARTMENTAL	26.42
	9/2010 EMAIL HOSTG FEE	STORMWATER UTILITY	INVALID DEPARTMENT	5.28
	OCT 2010 EMAIL HOSTING	STORMWATER UTILITY	INVALID DEPARTMENT	5.28
	9/2010 EMAIL HOSTG FEE	SEWER OPERATING	NON-DEPARTMENTAL	5.28
	OCT 2010 EMAIL HOSTING	SEWER OPERATING	NON-DEPARTMENTAL	5.28_
			TOTAL:	930.00
COX COMMUNICATIONS	9/21-10/20 INTERNET SVCS	GENERAL FUND	PARKS AND PUBLIC GROUN	19.99
	9/21-10/20 INTERNET SVCS	SPECIAL HIGHWAY	SPECIAL HIGHWAY	19.98
	9/21-10/20 INTERNET SVCS	WATER OPERATING	NON-DEPARTMENTAL	19.99
	9/21-10/20 INTERNET SVCS	SEWER OPERATING	NON-DEPARTMENTAL	19.99_
			TOTAL:	79.95
ING LIFE INSURANCE & ANNUITY CO	VFG496-0159	GENERAL FUND	NON-DEPARTMENTAL	50.00
	VFG496-7047	GENERAL FUND	NON-DEPARTMENTAL	15.00
	VFG496-9889	GENERAL FUND	NON-DEPARTMENTAL	350.00
	VFG496-1325	GENERAL FUND	NON-DEPARTMENTAL	12.00
	VFG496-2230	GENERAL FUND	NON-DEPARTMENTAL	50.00
	VFG496-9681	GENERAL FUND	NON-DEPARTMENTAL	100.00
	VFG496-5676	GENERAL FUND	NON-DEPARTMENTAL	25.00
	VFG496-1112	GENERAL FUND	NON-DEPARTMENTAL	20.00
	VFG496-8830	SPECIAL HIGHWAY	NON-DEPARTMENTAL	15.00
	VFG496-2852	WATER OPERATING	NON-DEPARTMENTAL	12.50
	VFG496-0649	WATER OPERATING	NON-DEPARTMENTAL	200.00_
			TOTAL:	849.50
INTERLINGUAL SERVICES	9-8-10 CRT HRG SVCS	GENERAL FUND	LEGAL & MUNICIPAL COUR	45.00_
			TOTAL:	45.00
INTRUST BANK N.A.	FED TAX W/H-GENERAL	GENERAL FUND	NON-DEPARTMENTAL	3,666.41
	EMP FICA & MEDI-GEN	GENERAL FUND	NON-DEPARTMENTAL	3,604.77
	EMPR BEN MEDIC-GEN	EMPLOYEE BENEFITS	NON-DEPARTMENTAL	683.27
	EMP BEN FICA - GENER	EMPLOYEE BENEFITS	NON-DEPARTMENTAL	2,921.50
	FED TAX W/H-SP STS	SPECIAL HIGHWAY	NON-DEPARTMENTAL	332.55
	EMP FICA & MEDI-GEN	SPECIAL HIGHWAY	NON-DEPARTMENTAL	365.67
	EMPR BEN MEDIC-STs	SPECIAL HIGHWAY	SPECIAL HIGHWAY	69.31
	EMPR BEN FICA-STs	SPECIAL HIGHWAY	SPECIAL HIGHWAY	296.36
	FED TAX W/H-WATER	WATER OPERATING	NON-DEPARTMENTAL	719.68
	EMP FICA & MEDI-GEN	WATER OPERATING	NON-DEPARTMENTAL	696.60
	EMPR BEN MEDIC-WAT	WATER OPERATING	NON-DEPARTMENTAL	132.01
	EMPR BEN FICA-WATER	WATER OPERATING	NON-DEPARTMENTAL	564.59
	FED TAX W/H-SEWER	SEWER OPERATING	NON-DEPARTMENTAL	243.55
	EMP FICA & MEDI-GEN	SEWER OPERATING	NON-DEPARTMENTAL	247.49
	EMPR BEN MEDIC-SWR	SEWER OPERATING	NON-DEPARTMENTAL	46.91
	EMPR BEN FICA-SEWER	SEWER OPERATING	NON-DEPARTMENTAL	200.58_
			TOTAL:	14,791.25
INTRUST CARD CENTER	VC BLDG PERMITS	GENERAL FUND	NON-DEPARTMENTAL	2,835.75

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	IMPRINTED CHK STK	GENERAL FUND	ADMINISTRATION	166.97
	7/20-8/19/10 USAGE	GENERAL FUND	ADMINISTRATION	159.24
	IMPRINTED ENVELOPS	GENERAL FUND	ADMINISTRATION	91.95
	4-INKJET TONERS	GENERAL FUND	ADMINISTRATION	60.00
	COFFEE-CITY HALL	GENERAL FUND	ADMINISTRATION	9.98
	(500) ENVELOPES	GENERAL FUND	ADMINISTRATION	217.90
	(200) METER BK SHTS	GENERAL FUND	ADMINISTRATION	36.90
	USPS-COURT MAILG	GENERAL FUND	LEGAL & MUNICIPAL COUR	3.66
	USPS-COURT MAILG	GENERAL FUND	LEGAL & MUNICIPAL COUR	2.44
	POSTAGE-COURT	GENERAL FUND	LEGAL & MUNICIPAL COUR	272.60
	7/17-8/17 MAINTENANC	GENERAL FUND	LEGAL & MUNICIPAL COUR	27.51
	8/17-9/17 MAINTENANC	GENERAL FUND	LEGAL & MUNICIPAL COUR	27.51
	OFFICE SUPPLIES	GENERAL FUND	LEGAL & MUNICIPAL COUR	39.99
	ADD'L OFFICE SUPP(S)	GENERAL FUND	LEGAL & MUNICIPAL COUR	30.94
	CAR RENTAL-TRNG	GENERAL FUND	COMMUNITY DEVELOPMENT	55.72
	MEMBERSHIP RENEWAL	GENERAL FUND	COMMUNITY DEVELOPMENT	445.00
	KEDA TRNG	GENERAL FUND	COMMUNITY DEVELOPMENT	10.00
	APA CONFERENCE	GENERAL FUND	COMMUNITY DEVELOPMENT	450.00
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVELOPMENT	25.00
	USPS-PD MAILINGS	GENERAL FUND	POLICE	2.71
	USPS-PD MAILINGS	GENERAL FUND	POLICE	6.20
	USPS-PD MAILING	GENERAL FUND	POLICE	0.88
	TRNG - M GORDON	GENERAL FUND	POLICE	25.00
	NEW TIRES-VEH #2	GENERAL FUND	POLICE	397.00
	7/17-8/17 MAINTENANC	GENERAL FUND	POLICE	27.51
	8/17-9/17 MAINTENANC	GENERAL FUND	POLICE	27.51
	REPAIR-2 RADAR UNITS	GENERAL FUND	POLICE	188.00
	UNIFORMS-ADAMS	GENERAL FUND	POLICE	159.96
	RADIO CLIPS	GENERAL FUND	POLICE	97.10
	2-PR PANTS: SIMS	GENERAL FUND	POLICE	149.98
	VELCRO	GENERAL FUND	POLICE	5.98
	INK CART; BINDERS	GENERAL FUND	POLICE	168.95
	GUN CLNG EQUIP	GENERAL FUND	POLICE	9.56
	TKT BK HOLDER	GENERAL FUND	POLICE	18.86
	BID SPEC MAILERS	GENERAL FUND	FIRE	56.00
	ENGINE 411 AIR DRYER	GENERAL FUND	FIRE	845.95
	WHEEL BEARINGS	GENERAL FUND	FIRE	646.96
	ADD'L BEARINGS	GENERAL FUND	FIRE	203.98
	AUTO SUPPS-FIRE	GENERAL FUND	FIRE	87.62
	AUTO SUPPS-FIRE	GENERAL FUND	FIRE	24.04
	7/17-8/17 MAINTENANC	GENERAL FUND	FIRE	27.51
	8/17-9/17 MAINTENANC	GENERAL FUND	FIRE	27.51
	GARDEN HOSE	GENERAL FUND	FIRE	26.65
	FIRE HELMETS	GENERAL FUND	FIRE	528.00
	4-6PK GATOR; WATER	GENERAL FUND	FIRE	32.93
	AA BATTERIES-2 PKS	GENERAL FUND	FIRE	15.98
	WATER & GATORADE	GENERAL FUND	FIRE	53.89
	MEDICAL FOAM PADS	GENERAL FUND	FIRE	30.50
	WORK LIGHT	GENERAL FUND	FIRE	99.00
	FIRE PREVENT MAT'LS	GENERAL FUND	FIRE	2,392.50
	1000 9" BALOONS	GENERAL FUND	FIRE	254.55
	7/17-8/17 MAINTENANC	GENERAL FUND	EMERGENCY COMMUNICATIO	27.51
	8/17-9/17 MAINTENANC	GENERAL FUND	EMERGENCY COMMUNICATIO	27.51
	DISPATCH COMPUTER	GENERAL FUND	EMERGENCY COMMUNICATIO	2,096.42
	3 COMPUTER MONITORS	GENERAL FUND	EMERGENCY COMMUNICATIO	599.97
	MISC TOOL & SUPP(S)	GENERAL FUND	PARKS AND PUBLIC GROUN	16.83

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	MEMBERSHIP	GENERAL FUND	PARKS AND PUBLIC GROUN	69.00
	INSTALL TIRE-RIM	GENERAL FUND	PARKS AND PUBLIC GROUN	33.42
	REPAIR TIRE	GENERAL FUND	PARKS AND PUBLIC GROUN	9.00
	REPAIR TRLR TIRE	GENERAL FUND	PARKS AND PUBLIC GROUN	9.00
	MOUNT/BAL TLR TIRE	GENERAL FUND	PARKS AND PUBLIC GROUN	20.00
	MOWER REPAIRS	GENERAL FUND	PARKS AND PUBLIC GROUN	171.96
	TREE, SHRUB, BED MAI	GENERAL FUND	PARKS AND PUBLIC GROUN	1,682.00
	TREE; RND-UP SPRAYS	GENERAL FUND	PARKS AND PUBLIC GROUN	1,867.50
	SVC MWR BATTERY	GENERAL FUND	PARKS AND PUBLIC GROUN	87.60
	REPAIRS-WWTP	GENERAL FUND	PARKS AND PUBLIC GROUN	66.50
	DOOR LOCK REPAIR	GENERAL FUND	PARKS AND PUBLIC GROUN	75.00
	SVC UNITS-OFFICE	GENERAL FUND	PARKS AND PUBLIC GROUN	355.63
	POOL-REBUILD OUTLET	GENERAL FUND	PARKS AND PUBLIC GROUN	201.00
	UNIFORM CLEANING	GENERAL FUND	PARKS AND PUBLIC GROUN	100.86
	STRIPPER & MOPS	GENERAL FUND	PARKS AND PUBLIC GROUN	29.97
	LIGHT BULBS	GENERAL FUND	PARKS AND PUBLIC GROUN	9.57
	NUTS & BOLTS	GENERAL FUND	PARKS AND PUBLIC GROUN	11.90
	NUTS; BOLTS; IRRIGA	GENERAL FUND	PARKS AND PUBLIC GROUN	4.52
	PVC CEMENT	GENERAL FUND	PARKS AND PUBLIC GROUN	4.59
	GASKET; CAP; MIX OIL	GENERAL FUND	PARKS AND PUBLIC GROUN	45.84
	SIGN HANGING HRDWR	GENERAL FUND	PARKS AND PUBLIC GROUN	5.35
	TV CORD ADAPTER	GENERAL FUND	PARKS AND PUBLIC GROUN	5.99
	POOL-OIL; CHR CVRS	GENERAL FUND	PARKS AND PUBLIC GROUN	70.40
	SIGN HANGING HRWR	GENERAL FUND	PARKS AND PUBLIC GROUN	11.92
	8' LIGHT BULBS	GENERAL FUND	PARKS AND PUBLIC GROUN	53.42
	SIGN HANGING HRDWR	GENERAL FUND	PARKS AND PUBLIC GROUN	4.00
	MOWER BLADES	GENERAL FUND	PARKS AND PUBLIC GROUN	53.13
	IRRIGATION SUPP(S)	GENERAL FUND	PARKS AND PUBLIC GROUN	86.27
	TRAILER JACK	GENERAL FUND	PARKS AND PUBLIC GROUN	49.95
	MISC HARDWARE	GENERAL FUND	PARKS AND PUBLIC GROUN	5.77
	CIGARETTE BUTT RCPT	GENERAL FUND	PARKS AND PUBLIC GROUN	261.30
	MISC TOOLS & SUPP(S)	GENERAL FUND	PARKS AND PUBLIC GROUN	31.04
	PLUMBING PARTS	GENERAL FUND	PARKS AND PUBLIC GROUN	9.34
	KEYS	GENERAL FUND	PARKS AND PUBLIC GROUN	29.41
	STARTING FLUID	GENERAL FUND	PARKS AND PUBLIC GROUN	3.59
	MISC TOOLS & SUPP(S)	GENERAL FUND	PARKS AND PUBLIC GROUN	0.59
	WIRE CONNECTORS	GENERAL FUND	PARKS AND PUBLIC GROUN	4.79
	PAD LOCKS & CORES	GENERAL FUND	PARKS AND PUBLIC GROUN	190.36
	POOL-INSTALL FANS	GENERAL FUND	PARKS AND PUBLIC GROUN	322.00
	STIHL EDGER	GENERAL FUND	PARKS AND PUBLIC GROUN	327.99
	POOL-MSG BOARD	GENERAL FUND	PARKS AND PUBLIC GROUN	572.76
	POOL-CHLORINE BOOST	GENERAL FUND	PARKS AND PUBLIC GROUN	581.95
	TREE, SHRUB, BED MAI	GENERAL FUND	PARKS AND PUBLIC GROUN	2,662.50
	TREE; RND-UP SPRAYS	GENERAL FUND	PARKS AND PUBLIC GROUN	605.00
	TREE SPRAYS	GENERAL FUND	PARKS AND PUBLIC GROUN	375.00
	ICT ANIMAL SHELTER	GENERAL FUND	ENVIRONMENTAL SERVICES	332.00
	7/17-8/17 MAINTENANC	GENERAL FUND	ENVIRONMENTAL SERVICES	27.51
	8/17-9/17 MAINTENANC	GENERAL FUND	ENVIRONMENTAL SERVICES	27.51
	UNIFORMS	GENERAL FUND	ENVIRONMENTAL SERVICES	371.67
	WELLNESS PRGM-CRDS	EMPLOYEE BENEFITS	NON-DEPARTMENTAL	450.00
	WELLNESS PRGM-CRDS	EMPLOYEE BENEFITS	NON-DEPARTMENTAL	275.00
	WELLNESS PRGM-CRDS	EMPLOYEE BENEFITS	NON-DEPARTMENTAL	175.00
	WELLNESS PRGM-CRDS	EMPLOYEE BENEFITS	NON-DEPARTMENTAL	175.00
	DRAIN PIPE & PEA GRA	EQUIPMENT RESERVE	NON-DEPARTMENTAL	184.92
	FENCE RENTAL	EQUIPMENT RESERVE	NON-DEPARTMENTAL	840.00
	AMBER LENS	SPECIAL HIGHWAY	SPECIAL HIGHWAY	23.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	6 LIGHT TUBES	SPECIAL HIGHWAY	SPECIAL HIGHWAY	118.10
	VEH MAINT-#34	SPECIAL HIGHWAY	SPECIAL HIGHWAY	141.55
	TRAFF LT MAINT	SPECIAL HIGHWAY	SPECIAL HIGHWAY	595.00
	O-RING FOR CATEPILLA	SPECIAL HIGHWAY	SPECIAL HIGHWAY	3.60
	4-RH BLADES; 2-LH BL	SPECIAL HIGHWAY	SPECIAL HIGHWAY	95.92
	4 PIN REPLACEMENT	SPECIAL HIGHWAY	SPECIAL HIGHWAY	146.23
	VEH MAINT #42	SPECIAL HIGHWAY	SPECIAL HIGHWAY	821.74
	FIX A/C BELT-#45	SPECIAL HIGHWAY	SPECIAL HIGHWAY	215.46
	UNIFORM CLEANING	SPECIAL HIGHWAY	SPECIAL HIGHWAY	198.58
	10-RECIP SAW BLADES	SPECIAL HIGHWAY	SPECIAL HIGHWAY	80.11
	FIRST AID	SPECIAL HIGHWAY	SPECIAL HIGHWAY	166.59
	FIRST AID	SPECIAL HIGHWAY	SPECIAL HIGHWAY	17.70
	TOOL BOX; SAND ROLL	SPECIAL HIGHWAY	SPECIAL HIGHWAY	57.57
	SUPP; POLY QUICK CON	SPECIAL HIGHWAY	SPECIAL HIGHWAY	23.26
	REPLACED DRILL BIT	SPECIAL HIGHWAY	SPECIAL HIGHWAY	6.79
	1 DRESSING TOOL; 4-	SPECIAL HIGHWAY	SPECIAL HIGHWAY	40.53
	COUPLINGS	SPECIAL HIGHWAY	SPECIAL HIGHWAY	16.76
	8 WASHERS-BUSH HOG	SPECIAL HIGHWAY	SPECIAL HIGHWAY	2.88
	ROUND UP 2.5 2.4D	SPECIAL HIGHWAY	SPECIAL HIGHWAY	147.97
	50# OIL DRY & KEY MA	SPECIAL HIGHWAY	SPECIAL HIGHWAY	12.48
	WASHERS; NUTS	SPECIAL HIGHWAY	SPECIAL HIGHWAY	11.07
	2 KILZ ALL	SPECIAL HIGHWAY	SPECIAL HIGHWAY	69.98
	5/32 BIT SOCKET	SPECIAL HIGHWAY	SPECIAL HIGHWAY	2.99
	FLAT TIRE-#45	SPECIAL HIGHWAY	SPECIAL HIGHWAY	73.62
	41.15 TONS-RD GRAVEL	SPECIAL HIGHWAY	SPECIAL HIGHWAY	164.60
	8.7 TONS RD GRAVEL	SPECIAL HIGHWAY	SPECIAL HIGHWAY	34.80
	50' FLOAT SWITCH	SPECIAL HIGHWAY	SPECIAL HIGHWAY	79.40
	1/2" WASHED STONE	SPECIAL HIGHWAY	SPECIAL HIGHWAY	622.50
	2012 ST PRGM CRA	SPECIAL HIGHWAY	SPECIAL HIGHWAY	3,275.37
	STATE SAMPLES	WATER OPERATING	NON-DEPARTMENTAL	4.90
	STATE SAMPLES	WATER OPERATING	NON-DEPARTMENTAL	4.90
	STATE SAMPLES	WATER OPERATING	NON-DEPARTMENTAL	5.00
	STATE SAMPLES	WATER OPERATING	NON-DEPARTMENTAL	7.65
	DUTY CELL PHONE	WATER OPERATING	NON-DEPARTMENTAL	27.38
	PRINTER MAINT	WATER OPERATING	NON-DEPARTMENTAL	80.20
	PARTS & RPRS-#21	WATER OPERATING	NON-DEPARTMENTAL	68.34
	FRONT SEAT-#21	WATER OPERATING	NON-DEPARTMENTAL	75.00
	PIPES & GASKETS	WATER OPERATING	NON-DEPARTMENTAL	191.63
	KEY PAD DISPLAYS	WATER OPERATING	NON-DEPARTMENTAL	286.00
	CROW BAR & BRAKE LTS	WATER OPERATING	NON-DEPARTMENTAL	62.20
	UNIFORM CLEANING	WATER OPERATING	NON-DEPARTMENTAL	198.58
	BK-UP COMP BATT; PPR	WATER OPERATING	NON-DEPARTMENTAL	530.02
	5 MAINT ALUM SIGNS	WATER OPERATING	NON-DEPARTMENTAL	42.00
	CUTTER & BRASS	WATER OPERATING	NON-DEPARTMENTAL	42.86
	1/2" DR LOCK FIX MAX	WATER OPERATING	NON-DEPARTMENTAL	87.68
	2 FLASHLIGHTS	WATER OPERATING	NON-DEPARTMENTAL	30.00
	CABLE TIES & COAXIAL	WATER OPERATING	NON-DEPARTMENTAL	6.58
	BREAKRM SUPPLIES	WATER OPERATING	NON-DEPARTMENTAL	20.43
	BREAKROOM SUPP(S)	WATER OPERATING	NON-DEPARTMENTAL	9.57
	LOCK PINS	WATER OPERATING	NON-DEPARTMENTAL	6.57
	CONNECTOR KIT	WATER OPERATING	NON-DEPARTMENTAL	8.99
	5 KEYS	WATER OPERATING	NON-DEPARTMENTAL	6.45
	3 CONCRETE MIX	WATER OPERATING	NON-DEPARTMENTAL	10.47
	2-DUCT TAPE; 2 CAULK	WATER OPERATING	NON-DEPARTMENTAL	34.94
	1 GAL PAINT; MINI RL	WATER OPERATING	NON-DEPARTMENTAL	33.24
	DMSC-3; 4A; 6D1 SHEL	WATER OPERATING	NON-DEPARTMENTAL	635.37

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	4" GATE VALVE REPLC	WATER OPERATING	NON-DEPARTMENTAL	442.71
	2 11/2" CORP STOP CC	WATER OPERATING	NON-DEPARTMENTAL	225.50
	RESTOCKING SUPP	WATER OPERATING	NON-DEPARTMENTAL	602.66
	ADD'L RESTOCK	WATER OPERATING	NON-DEPARTMENTAL	68.35
	1-3" T4000 ELSTER MT	WATER OPERATING	NON-DEPARTMENTAL	848.50
	LAB TESTING	SEWER OPERATING	NON-DEPARTMENTAL	453.60
	DRYING BITS	SEWER OPERATING	NON-DEPARTMENTAL	918.93
	KEYS & KEY HOLDER	SEWER OPERATING	NON-DEPARTMENTAL	14.28
	TRAILER WIRE	SEWER OPERATING	NON-DEPARTMENTAL	14.99
	CLAMPS; NUTS; BOLTS	SEWER OPERATING	NON-DEPARTMENTAL	8.46
	CIRCUIT TESTER	SEWER OPERATING	NON-DEPARTMENTAL	5.79
	DRILL BITS	SEWER OPERATING	NON-DEPARTMENTAL	9.18
	TEST RUN PUMP/MTR	SEWER OPERATING	NON-DEPARTMENTAL	150.00
	SENSAPHONE AUTODIALE	SEWER OPERATING	NON-DEPARTMENTAL	584.51
	10-600V FUSES	SEWER OPERATING	NON-DEPARTMENTAL	156.80
	UNIFORM CLEANING	SEWER OPERATING	NON-DEPARTMENTAL	198.58
	FAN-PUMP STA CONTROL	SEWER OPERATING	NON-DEPARTMENTAL	78.79
	2 FILTERS; CLNR	SEWER OPERATING	NON-DEPARTMENTAL	12.35
	FAN-AIR CIRC IN SLDG	SEWER OPERATING	NON-DEPARTMENTAL	287.42
	BRAKLEEN CLNR	SEWER OPERATING	NON-DEPARTMENTAL	4.79
	PR-FAUCET HANDLES	SEWER OPERATING	NON-DEPARTMENTAL	10.99
			TOTAL:	43,293.64
JOEL D PILE	AUG 2010 MILEAGE	GENERAL FUND	ADMINISTRATION	88.50
	SEP 2010 MILEAGE	GENERAL FUND	ADMINISTRATION	51.00
			TOTAL:	139.50
KACM - KACM TREASURER	ANNUAL DUES-HIPPS	GENERAL FUND	ADMINISTRATION	50.00
	KACM FALL CONF 2010	GENERAL FUND	ADMINISTRATION	125.00
			TOTAL:	175.00
KANSAS PAYMENT CENTER	98D002573	GENERAL FUND	NON-DEPARTMENTAL	110.31
	06DM000961	GENERAL FUND	NON-DEPARTMENTAL	150.00
	06DM000734	GENERAL FUND	NON-DEPARTMENTAL	224.00
	07DM000222	GENERAL FUND	NON-DEPARTMENTAL	221.54
	05DM06422	WATER OPERATING	NON-DEPARTMENTAL	204.50
	06DM006517	WATER OPERATING	NON-DEPARTMENTAL	374.39
			TOTAL:	1,284.74
KPERS	EMP DEDUCT-GENERAL	GENERAL FUND	NON-DEPARTMENTAL	1,876.01
	EMPR BENEFITS-GEN	EMPLOYEE BENEFITS	NON-DEPARTMENTAL	3,170.45
	EMP DEDUCT-SP STS	SPECIAL HIGHWAY	NON-DEPARTMENTAL	234.18
	EMPR BENEFITS-STTS	SPECIAL HIGHWAY	SPECIAL HIGHWAY	352.68
	EMP DEDUCT-WATER	WATER OPERATING	NON-DEPARTMENTAL	407.72
	EMPR BENEFITS-WAT	WATER OPERATING	NON-DEPARTMENTAL	626.06
	EMP DEDUCT-SEWER	SEWER OPERATING	NON-DEPARTMENTAL	137.66
	EMPR BENEFITS-SWR	SEWER OPERATING	NON-DEPARTMENTAL	245.73
			TOTAL:	7,050.49
LAURIE B. WILLIAMS	0914039	GENERAL FUND	NON-DEPARTMENTAL	55.00
	081223113	WATER OPERATING	NON-DEPARTMENTAL	100.00
	081002813	WATER OPERATING	NON-DEPARTMENTAL	273.04
			TOTAL:	428.04
LKM - LEAGUE OF KANSAS MUNICIPALITIES	LKM 2010 FALL CONF REGIST	GENERAL FUND	ADMINISTRATION	400.00
			TOTAL:	400.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_	
MANSFIELD OIL CO	6/25-7/30/10 UNLEADED	GENERAL FUND	POLICE	2,181.53	
	6/25-7/30/10 UNLEADED	GENERAL FUND	FIRE	50.73	
	6/20-8/20/10 DIESEL FUEL	GENERAL FUND	FIRE	287.30	
	6/25-7/30/10 UNLEADED	GENERAL FUND	PARKS AND PUBLIC GROUN	782.55	
	6/20-8/20/10 DIESEL FUEL	GENERAL FUND	PARKS AND PUBLIC GROUN	232.22	
	6/25-7/30/10 UNLEADED	GENERAL FUND	ENVIRONMENTAL SERVICES	179.04	
	6/25-7/30/10 UNLEADED	EQUIPMENT RESERVE	NON-DEPARTMENTAL	1,814.52	
	6/20-8/20/10 DIESEL FUEL	EQUIPMENT RESERVE	NON-DEPARTMENTAL	4,410.99	
	6/25-7/30/10 UNLEADED	SPECIAL HIGHWAY	SPECIAL HIGHWAY	1,957.00	
	6/20-8/20/10 DIESEL FUEL	SPECIAL HIGHWAY	SPECIAL HIGHWAY	1,165.13	
			TOTAL:	13,061.01	
	MARK HEPHNER	PER DIEM-9/20/2010	GENERAL FUND	POLICE	40.00
		PER DIEM-9/21/2010	GENERAL FUND	POLICE	40.00
PER DIEM-9/22/2010		GENERAL FUND	POLICE	20.00	
			TOTAL:	100.00	
PETTY CASH - CITY HALL	B-DAY DECORATIONS	GENERAL FUND	ADMINISTRATION	4.56	
	RECORDING OF EASEMEN	GENERAL FUND	COMMUNITY DEVELOPMENT	36.00	
	COPPER FITTINGS	GENERAL FUND	PARKS AND PUBLIC GROUN	3.95	
	POSTAGE-STATE SAMP	WATER OPERATING	NON-DEPARTMENTAL	4.90	
			TOTAL:	49.41	
REGION 4 EMS	REG 4 EMS TRNG-KC	GENERAL FUND	FIRE	150.00	
			TOTAL:	150.00	
RODNEY T HOLLINGER, III	MOWING: 150 REDBUD	GENERAL FUND	ENVIRONMENTAL SERVICES	50.00	
	CLNG: 500 N PARK	GENERAL FUND	ENVIRONMENTAL SERVICES	65.00	
			TOTAL:	115.00	
SECURITY BENEFIT	613042-457P-8913	GENERAL FUND	NON-DEPARTMENTAL	25.00	
	613042-457P-5556	GENERAL FUND	NON-DEPARTMENTAL	25.00	
	613042-457P-6484	GENERAL FUND	NON-DEPARTMENTAL	25.00	
			TOTAL:	75.00	
SOUTH CENTRAL KANSAS COURT SVCS	PSI/DUI/PRP TESTING SVCS	GENERAL FUND	LEGAL & MUNICIPAL COUR	450.00	
			TOTAL:	450.00	
TYLER TECHNOLOGIES INC - INCODE DIVISI	ACUCORP ACCU4GL MAINT	GENERAL FUND	ADMINISTRATION	3.25	
	2008-0195 INSITE FEE	GENERAL FUND	ADMINISTRATION	25.00	
	UTIL CIS SYS MAINT	GENERAL FUND	ADMINISTRATION	837.12	
	ACUCORP ACCU4GL MAINT	GENERAL FUND	LEGAL & MUNICIPAL COUR	0.46	
	2010-0019 INSITE FEE	GENERAL FUND	LEGAL & MUNICIPAL COUR	25.00	
	2010-0019 COURT	GENERAL FUND	LEGAL & MUNICIPAL COUR	75.00	
	ACUCORP ACCU4GL MAINT	GENERAL FUND	COMMUNITY DEVELOPMENT	0.92	
	ACUCORP ACCU4GL MAINT	GENERAL FUND	POLICE	5.08	
	ACUCORP ACCU4GL MAINT	GENERAL FUND	FIRE	0.46	
	ACUCORP ACCU4GL MAINT	GENERAL FUND	EMERGENCY COMMUNICATIO	2.31	
	ACUCORP ACCU4GL MAINT	GENERAL FUND	PARKS AND PUBLIC GROUN	1.39	
	ACUCORP ACCU4GL MAINT	GENERAL FUND	ENVIRONMENTAL SERVICES	0.46	
	ACUCORP ACCU4GL MAINT	SPECIAL HIGHWAY	SPECIAL HIGHWAY	3.23	
	ACUCORP ACCU4GL MAINT	WATER OPERATING	NON-DEPARTMENTAL	3.23	
	2008-0195 UTIL 1/3	WATER OPERATING	NON-DEPARTMENTAL	26.67	
	UTIL CIS SYS MAINT	WATER OPERATING	NON-DEPARTMENTAL	837.11	
	2008-0195 UTIL 1/3	STORMWATER UTILITY	INVALID DEPARTMENT	26.66	
	UTIL CIS SYS MAINT	STORMWATER UTILITY	INVALID DEPARTMENT	837.11	

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	ACUCORP ACCU4GL MAINT	SEWER OPERATING	NON-DEPARTMENTAL	2.31
	2008-0195 UTIL 1/3	SEWER OPERATING	NON-DEPARTMENTAL	26.67
	UTIL CIS SYS MAINT	SEWER OPERATING	NON-DEPARTMENTAL	837.11_
			TOTAL:	3,576.55
VALLEY CENTER HIGH SCHOOL	VCHS HORNET 2010-11	GENERAL FUND	ADMINISTRATION	50.00_
			TOTAL:	50.00
VANTAGEPOINT TRANS AGENTS	307792-6560	GENERAL FUND	NON-DEPARTMENTAL	10.00
	307792-5676	GENERAL FUND	NON-DEPARTMENTAL	50.00
	307792-1923	GENERAL FUND	NON-DEPARTMENTAL	25.00_
			TOTAL:	85.00

===== FUND TOTALS =====

010	GENERAL FUND	44,838.02
110	EMPLOYEE BENEFITS	7,850.22
127	EQUIPMENT RESERVE	7,250.43
150	SPECIAL HIGHWAY	14,143.65
610	WATER OPERATING	10,035.33
612	STORMWATER UTILITY FUND	916.33
620	SEWER OPERATING	10,226.65
-----		
	GRAND TOTAL:	95,260.63
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SELECTION CRITERIA

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SELECTION OPTIONS

VENDOR SET: 01-CITY OF VALLEY CENTER  
VENDOR: All  
CLASSIFICATION: All  
BANK CODE: All  
ITEM DATE: 0/00/0000 THRU 99/99/9999  
ITEM AMOUNT: 9,999,999.00CR THRU 9,999,999.00  
GL POST DATE: 9/14/2010 THRU 9/28/2010  
CHECK DATE: 0/00/0000 THRU 99/99/9999

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PAYROLL SELECTION

PAYROLL EXPENSES: NO  
CHECK DATE: 0/00/0000 THRU 99/99/9999

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PRINT OPTIONS

PRINT DATE: None  
SEQUENCE: By Vendor Name  
DESCRIPTION: Distribution  
GL ACCTS: NO  
REPORT TITLE: COUNCIL REPORT 10-5-10 MTG PKT  
SIGNATURE LINES: 0

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PACKET OPTIONS

INCLUDE REFUNDS: YES  
INCLUDE OPEN ITEM:NO  
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## **PRESENTATIONS / PROCLAMATIONS**

### **A. DONATION ACCEPTANCE:**



## Donation / Gift Acceptance Letter

October 5, 2010

Mr. Kenneth L. Dennett and/or Mrs. Betty A. Dennett  
12 Whirlwind Ct.  
Valley Center, KS 67147

Dear Mr. & Mrs. Dennett:

On behalf of the City of Valley Center, it is a pleasure to thank you and officially accept your gift received on September 23, 2010, valued in the amount of \$4,800 in support of senior citizen activities. The gift of your 1994 Ford Econoline Conversion Van will be a valuable resource in providing transportation for senior citizens in our community.

We are grateful for your interest in the programs of the Valley Center Senior Club and your generous support of their needs.

Sincerely,

Michael McNown, Mayor  
City of Valley Center

*The City of Valley Center is pleased to confirm that you received no goods or services for your donation and that your gift is fully tax deductible. Please retain this letter for your tax records.*

[www.valleycenterks.org](http://www.valleycenterks.org)

## **PUBLIC FORUM**

## **APPOINTMENTS**

## **COMMITTEES, COMMISSIONS**

### **A. MINUTES FOR COUNCIL REVIEW:**

- Planning Commission / Board of Zoning Appeals  
August 24, 2010 Meeting

**VALLEY CENTER PLANNING COMMISSION/BOARD OF ZONING APPEALS  
7:00 P.M.  
AUGUST 24, 2010  
121 S. MERIDIAN**

Chairman Gary Janzen called the meeting to order at 7:00 p.m. with the following members present: John Dailey, Jaque Davis, Steve Jackson, Danny Park, Kathryn Schroeder and Ricky Shellenbarger.

Members Absent: Bart Balthazar and Bryon Mackey

Staff Present: Eldon G. Miller, AICP, CFM, Secretary

Press:

**APPROVAL OF THE AGENDA**

Chairman Janzen moved, seconded by Schroeder to approve the agenda as presented. Vote Yea: Unanimous.

**MINUTES OF JULY 27, 2010**

Commissioner Schroeder moved, seconded by Park to approve the minutes. Vote Yea: Unanimous.

Commissioner Balthazar arrived at 7:01 p.m.

**COMMUNICATIONS**

**ITEMS BY ZONING ADMINISTRATOR**

Discussed Historical Properties.

**SUBDIVISION COMMITTEE REPORT**

None

**SITE PLAN REVIEW COMMITTEE REPORT**

Received and filed the unapproved minutes.

**PUBLIC COMMENT**

None

**PUBLIC HEARING**

**L/S-2010-001**

**Applicant:** Isham & Alexander

**Agent:** Ruggles and Bohm. P.A.

At 7:05 p.m., Chairman Janzen called the public hearing to order. Eldon G. Miller, AICP, CFM gave the staff report. Brad Isham, owner spoke. Chairman Janzen closed the public hearing at 7:11 p.m. Commissioner Shellenbarger moved, seconded by Balthazar to approve the lot split. Vote Yea: Unanimous.

**UNFISNISHED BUSINESS**

**PROPOSED AMENDMENTS TO THE ZONING REGULATIONS**

Eldon G. Miller, AICP, CFM, presented the proposed changes. Chairman Janzen moved, second by Shellenbarger to have the administrate adjustment of 20% and have the public hearing. Vote Yea: Janzen, Balthazar, Dailey, Park, Schroeder and Shellenbarger. Vote Nay: Davis and Jackson. Commissioner Dailey moved, second by Jackson to not include metal dwellings in the public hearing. Vote Yea: Dailey and Jackson. Vote Nay: Janzen, Balthazar, Davis, Park, Schroeder and Shellenbarger. Chairman Janzen moved, second by Park to include metal dwellings in the public hearing. Vote Yea: Janzen, Balthazar, Davis, Park, Schroeder and Shellenbarger. Vote Nay: Dailey and Jackson. Commissioner Park moved, second by Davis to remove the proposed amendment process. Vote Yea: Janzen, Balthazar, Davis, Park, Schroeder and Shellenbarger. Vote Nay: Dailey and Jackson. Chairman Janzen moved, second by Balthazar to include vesting rights in the public hearing. Vote Yea: Unanimous. Chairman Janzen moved, second by Shellenbarger to hold the public hearing on September 28, 2010. Vote Yea: Unanimous.

**KANSAS OPEN MEETINGS ACT**

Eldon G. Miller, AICP, CFM gave a brief workshop on the KOMA.

**ROLES OF THE PLANNING COMMISSION AND THE ZONING ADMINISTRATOR**

Chairman Janzen moved, second by Davis to continue until the October meeting. Vote Yea: Unanimous.

The meeting was adjourned at 8:55 p.m.

Respectfully submitted,

\_\_\_\_\_  
Eldon G. Miller, AICP, CFM, Secretary

Approved by the Valley Center Planning Commission on September 28, 2010.

\_\_\_\_\_  
Gary Janzen, Chairman

## **OLD BUSINESS**

### **A. ORDINANCE 1216-10, SOLID WASTE CODE, 2<sup>ND</sup> READING:**

An Ordinance amending Chapter 7.12 of the Valley Center Municipal Code, regulating accumulation, storage, collection and transportation of solid waste and recyclables, and establishing penalties for violation thereof; and repealing original Chapter 7.12 of said Code of the City.

- City Administrator Memo
- White Paper
- Ordinance 1216-10

Should Council choose to proceed,

### **RECOMMENDED ACTION:**

Staff recommends motion to adopt Ordinance 1216-10 amending Chapter 7.12 of the Valley Center Municipal Code for 2<sup>nd</sup> Reading.



## MEMO

September 30, 2010

TO: Honorable Mayor McNown & Valley Center City Council

FROM: Joel Pile, City Administrator

RE: *Solid Waste / Recycling Franchise*

### **Background:**

- Collection and transportation of solid waste in Valley Center are currently performed by four private businesses. Rates and service quality vary. Curbside recycling services are offered by some of these providers but are rarely used due to inconvenience and the pricing structure used in South Central Kansas. Prices charged for trash and recycling collection in this region are among the highest in the country.
- Each dwelling unit in the City is currently required to maintain trash service.
- In establishing the Solid Waste Management Strategy Committee (SWMSC), the Council directed members to examine alternatives to the status quo.
  - After reviewing practices throughout the country, the SWMSC solicited proposals for residential refuse and recyclables collection and transportation services.
  - After reviewing four proposals received in May, the Committee voted to recommend the City Council franchise solid waste / recyclables collection and disposal and negotiate an agreement with Waste Management.

### **Financial/Sustainability Considerations:**

- Residential refuse collection and transportation would continue to be performed by a private firm—albeit under contract with the City—with the cost of the service paid by customers.
- Commercial and industrial refuse collection and transportation would continue to be performed by private firms under existing regulations.

### **Legal Considerations:**

- State law (K.S.A. 12-2101 et seq.) authorizes the City to undertake solid waste collection and transportation, either directly or through a contractor.

### **Policy Considerations:**

- Adoption of Ordinance #1216-10 would amend City Code and franchise the collection and transportation of residential solid waste and recyclables.
- Following Council approval of Ordinance #1216-10, Council will consider an agreement with Waste Management, if approved, residents will be informed over the next three months about how and when to transfer their service to Waste Management, start the recycling program if they so desire, and begin seeing the savings in their trash bills.

## WHITE PAPER

### What is Franchising?

Franchising is the licensing of one or more companies to collect waste in a specific geographic area.

### Advantages of Franchising:

Reduced service costs due to increased efficiency

- one hauler collects from all houses on a block

Reduced wear and tear on streets

- one trash truck = 5,000 passenger vehicles

Increase in waste collection service levels

- could add curbside recycling
- could add volume-based trash collection (consumer pays less for smaller cart)
- could add periodic bulky waste collection

Uniform levels of services and fees

- all residents would have recycling
- eliminates variation in rates in different neighborhoods
- A basic phone survey of Valley Center Homeowners Associations (HOA) revealed quarterly prices in various neighborhoods ranging from \$36 to \$58.
- Residents not living in a neighborhood with an HOA reported quarterly prices from \$57 to \$82.

### Disadvantages of Franchising

Reduced market share for some haulers would require changes in business strategy

Perceived by public as loss in freedom of choice

### Community Franchising Results

Most U.S. communities (54%) have franchised or private trash collection, and many (46%) have public collection (city-owned trucks and city staff). Very few have private collection without a franchise.

Park City contracted with Stutzman Refuse Disposal for curbside recycling (CSR). Stutzman offers residents a discounted rate on trash service. Customers who switched from Waste Connections to Stutzman for trash service saw their bills drop from \$28 to \$11.30 per month.

The City of Cheney contracted with Lies Trash Service for trash and CSR collection beginning Jan. 1, 2008. Residents pay \$16 per month for both services. Before the franchise, Lies was

charging \$20 per month for these services. The Cheney City Clerk reported that Waste Management was charging \$28 per month for trash service without CSR.

The City of Derby contracted with Waste Connections beginning December 2009. The City's franchise established rates based on volume. Below are the highlights of Derby's contract:

- \$44.25/quarter for 95-gallon cart, with up to 10 extra bags free
- \$38.25/quarter for 65-gallon cart, plus \$1 per extra bag
- Services include biweekly recyclables pickup + reward points through the RecycleBank program

(Recyclables include cardboard, chipboard, plastics #1-7, steel & aluminum cans, clean aluminum foil, glass, newspaper, magazines, junk mail, phone books, and other light-colored paper - no sorting required)

- Free roll-out service for disabled and elderly
- Free coupon for one bulky item pickup per year and for one pickup truck load taken to Waste Connections Transfer Station
- Cancellation fees up to \$30 paid by residents who formerly did business with Derby Disposal or Waste Management will be credited to their new Waste Connections accounts upon request. Lies Trash Service has no cancellation fees.
- Discounted rates for small businesses, community parades, festivals, and park events
- Free service for city-owned facilities

### **Does this eliminate competition?**

Franchising changes the nature of competition by the City periodically having a competitive process for one hauler, rather than each customer having a daily ability to switch to another hauler.

Key components of the competition are keeping costs down for everyone and ensuring quality customer service. The City would include specific customer service requirements in the contract.

The City understands and respects the desire of some residents for personal choice of haulers. That desire has to be balanced against costs, as well as quality of services.

## ORDINANCE NO. 1216-10

**AN ORDINANCE AMENDING CHAPTER 7.12 OF THE VALLEY CENTER MUNICIPAL CODE, REGULATING ACCUMULATION, STORAGE, COLLECTION AND TRANSPORTATION OF SOLID WASTE AND RECYCLABLES, AND ESTABLISHING PENALTIES FOR VIOLATION THEREOF; AND REPEALING ORIGINAL CHAPTER 7.12 OF SAID CODE OF THE CITY.**

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

**Section 1.** The Valley Center Municipal Code, Title 7, "Health and Sanitation," Chapter 7.12, "Solid Waste Collection," is hereby amended to read as follows:

### Article I. General

#### 7.12.010 Definitions

Where used in this chapter, the following words and terms shall have the meaning ascribed to them in this section unless the context clearly requires otherwise:

- A. "Cart" means a wheeled container provided by the city or a contractor for accumulation, collection and disposal of residential refuse or recyclables and, when used with respect to storage or placement of residential refuse or recyclables for collection, includes throw-away containers whether provided by the city, a contractor or a customer.
- B. "City" means the city of Valley Center, Kansas, and includes any contractor as defined herein.
- C. "City administrator" means the city administrator of the city or his or her authorized designee.
- D. "Contractor" means any person or firm collecting, transporting and disposing of residential refuse or recyclables pursuant to a contract with the city.
- E. "Customer" means a person who has contracted with the city or a contractor for collection, transportation and disposal of residential refuse or recyclables.
- F. "Garbage" means any waste plant or animal material generated by or resulting from processing, preparation, storage, sale, or consumption of food or food products, and includes unclean containers.
- G. "Hazardous waste" means any material identified as such pursuant to 40 C.F.R. Part 261, as it may be from time to time amended.
- H. "Multifamily" means a structure consisting of or designed to include three or more dwelling units.
- I. "Nonresidential," when used in conjunction with refuse or solid waste, means any premises not used exclusively for residential purposes.
- J. "Nonresidential customer" means a person who contracts with the city or a contractor for collection, transportation and disposal of refuse from any premises not used exclusively for residential purposes.
- K. "Person" means any natural person or any entity having the legal capacity to sue or be sued, including but not limited to corporations, partnerships and associations.
- L. "Recyclables" means any materials identified from time to time by the city as recyclable and generated in the same manner as residential refuse.
- M. "Refuse" means waste material of any kind or nature whatsoever, but does not include unusual or heavy waste, hazardous waste or recyclables as defined herein.
- N. "Residential," when used in conjunction with refuse or recyclables, means that such materials:
  - 1. Normally originate in a residential environment; or
  - 2. Originate in a nonresidential environment, but are of such volume and character that they may be safely accumulated in carts and economically collected and transported by the same equipment and vehicles used for collecting residential refuse or recyclables; provided; that the term shall not be construed to refer to refuse or recyclables generated on a single property occupied by one or more multifamily structures.
- O. "Rollout service" means any collection requiring the collection person to enter upon private property to access a cart for collection.
- P. "Single-family dwelling" means a building or portion of a building which is designed for occupancy by one family unit, regardless of actual occupancy, but does not include any portion of a building designed for occupancy by three or more family units.
- Q. "Solid waste" means all refuse, unusual or heavy waste, hazardous waste, and, when collected in a container for disposal in bulk, grease produced from commercial processing or cooking of food.

- R. "Throw-away container" means a plastic or water-resistant paper bag, box, carton, can, crate or basket used for accumulation and disposal of residential refuse; provided, that the term shall not include a plastic bag and contents weighing more than thirty pounds or any other container and contents weighing more than forty pounds. No such container shall exceed thirty-six inches in length or have any sharp, dangerous or noxious surface which may be harmful to a collector or other person. Throw-away containers shall be secured so that the contents thereof will not be blown or scattered about, become frozen to the ground or otherwise create a nuisance.
- S. "Trash" means any refuse other than garbage.
- T. "Unusual or heavy waste" means any waste which exceeds applicable weight limitations established by agreement of the city and any contractor, and any other waste the city administrator determines cannot be collected by regular collection service because of its dimensions, density, weight or potentially harmful nature, including ashes and cinders unless combustion thereof has been completely extinguished.
- U. "Yard waste" means waste vegetable material generated from maintenance of lawns, shrubs, trees and landscaping, including but not limited to grass clippings, leaves, weeds and tree limbs.

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

Except as otherwise provided in this chapter, each person in possession or control of any premises upon or from which refuse accumulates shall provide or cause to be provided one or more suitable containers for storing and disposing of such refuse or other solid waste. Such containers, when the contents thereof are required by this chapter to be collected by the city, shall be provided by the city directly or by a contractor.

#### **7.12.030 Waste Storage- Multifamily Dwellings and Mobile Home Parks**

The owner of each multifamily structure or mobile home park shall provide sufficient containers, meeting the requirements of this chapter, to contain all solid waste produced by the occupants of the premises during the collection period therefor, and shall ensure that all garbage, refuse and solid waste generated upon such property is deposited therein.

#### **7.12.040 Permit Required- Exceptions**

- A. Except as otherwise provided in this chapter, it shall be unlawful for any person other than the city to collect or transport any solid waste through, over or across the streets and alleys of the city without first securing a permit for each vehicle used for such purpose.
- B. No such permit shall be required for operation of a vehicle by a person who is:
  1. Collecting or transporting residential refuse pursuant to a contract with the city;
  2. Collecting or transporting solid waste generated on his or her own residential property; or
  3. Collecting or transporting solid waste produced on premises occupied by such person or his or her employer.
- C. Regardless of whether a vehicle permit is required hereunder, all such persons shall in all respects comply with this chapter when transporting solid waste, refuse or recyclables through, over or across the streets and alleys of the city.

#### **7.12.050 Transportation of Garbage over City Streets and Public Property**

Notwithstanding any other provision of this chapter, no person shall transport garbage on, over or across any street, alley or public grounds of the city unless the same is contained in a permitted vehicle or a watertight container secured so as to prevent such material or the odor thereof from escaping.

#### **7.12.060 Unusual or Heavy Waste and Hazardous Waste**

Except as expressly provided herein or directed by the city administrator, neither the city nor a contractor shall collect or dispose of unusual or heavy waste or hazardous waste.

#### **7.12.070 Prohibited Acts**

- A. No person shall:

1. Collect or contract to collect residential refuse or recyclables from property located within the city unless authorized to do so by the city or a contractor;
  2. Damage, deface, destroy, misappropriate or otherwise exert unauthorized control over a refuse or recyclables cart or the contents thereof;
  3. Place, deposit or discard, or cause or permit to be placed, deposited or discarded, any solid waste in or upon any park, sidewalk, gutter, street, alley, or other city-owned or controlled property; provided, that this subsection shall not apply to persons erecting buildings or placing materials thereon under such regulations as may be established by this chapter or city employees in the performance of their duties;
  4. Place, deposit or discard, or cause or permit to be placed, deposited or discarded, any residential refuse in a trash or refuse receptacle located in or upon any park, sidewalk, street, alley, or other city-owned or controlled property;
  5. Unless authorized to do so by the city in writing, place, deposit or discard, or cause or permit to be placed, deposited or discarded, any solid waste or recyclables in a cart other than one assigned to such person's property; provided, that occupants of multifamily structures may use a common refuse container if the owner of such property has contracted for the collection thereof and agreed to be liable for the entire collection service charge therefor;
  6. Remove any or all of the contents of a refuse or recyclables cart not located on or assigned to such person's property;
  7. Place, deposit or discard, or cause or permit to be placed, deposited or discarded, any refuse upon private property, except in a container which complies with this article or specifications established from time to time by the city administrator pursuant to this article;
  8. Upset any refuse or recyclables cart, spilling the contents thereof;
  9. Place, deposit or discard, or cause or permit to be placed, deposited or discarded, any material other than refuse or recyclables in a cart provided for that purpose;
  10. Place, deposit or discard, or cause or permit to be placed, deposited or discarded, materials weighing more than the maximum allowable weight, as established from time to time by the city administrator, in a cart;
  11. For any reason, fail or refuse to comply with Section 7.12.020;
  12. Contract with any person other than the city for collection and disposal of residential refuse or recyclables; or
  13. Place, deposit or discard, or cause or permit to be placed, deposited or discarded, any refuse outside of any building within the city, other than in a wind-proof, water-tight container.
- B. Nothing in this chapter shall be construed to apply to collection, transportation or disposal of grass cuttings, leaves and other lawn waste incident to operation of a lawn maintenance or landscaping service, or to transportation or disposal of used appliances or construction or remodeling debris when performed by or on behalf of a vendor or contractor in conjunction with such project.

#### **7.12.080 Penalties**

- A. Any person convicted of violating paragraph 1, 2, 3, 4, 5, or 6 of subsection "A" of section 5.28.070 shall be guilty of a class "C" violation. Each day or any portion thereof during which any such violation occurs or continues shall be deemed to constitute a separate offense.
- B. Any person convicted of violating paragraph 11 of subsection "A" of section 5.28.070 in addition to any other rights, remedies or penalties provided for herein, may cause the city to arrange for the collection and disposal of solid waste, and the owner shall be responsible for all costs incurred by the city.
- C. Any person convicted of violating any other provision of this chapter shall be punished by a fine not to exceed one hundred dollars.
- D. Any person convicted of a violation of this chapter involving damage to or destruction of real or personal property may, in addition to any other punishment authorized therefor, be ordered to pay restitution equal to the cost of repairing or replacing such property.

### **Article II. Collection and Transportation of Residential Refuse and Recyclables**

#### **7.12.090 Residential Refuse and Recyclables Collection Service- General Regulations**

Residential refuse and recyclables collection service within the city shall be performed exclusively by the city or by a city selected contractor upon the following terms and conditions:

- A. Curbside collection service:

1. Each single-family dwelling shall have a minimum of one refuse cart and one recyclables cart; provided, that:
    1. Any customer may decline to participate in the recycling program, in which case a recyclables cart shall not be provided.
    2. The code enforcement officer may, upon application for an exception, approve sharing of a cart:
      - i. By two single-family dwellings located on the same property or on properties in close proximity to each other; or
      - ii. When warranted by reason of exceptional circumstances affecting the quantity of residential refuse generated on the applicant's property.
  2. All residential refuse shall be collected once each week and residential recyclables shall be collected biweekly. Specialized services, including but not limited to collection of yard waste, unusual or heavy waste or hazardous waste shall be performed upon such conditions and for such fees as the city may establish or approve from time to time.
  3. Weekly Residential Refuse Collection. Each customer shall make his or her refuse and throw-away containers, if any, available for collection on a designated collection day each week. Unless otherwise agreed upon with the customer, all carts and throw-away containers shall be placed for collection at a point within two feet of the traveled portion of the abutting street, affording easy and unobstructed access for collection. Carts and throw-away containers shall be placed for collection no earlier than two p.m. on the day preceding the collection day and no later than six a.m. on the collection day, and shall be removed from such location no later than nine a.m. on the day following the collection day.
  4. Biweekly Residential Recyclables Collection. Each customer using a recyclables cart shall make the same available for collection biweekly, on a designated collection day. All carts shall be placed for collection at a point within two feet of the traveled portion of the abutting street, affording easy and unobstructed access for collection. Carts shall be placed for collection no earlier than two p.m. on the day preceding the collection day and no later than six a.m. on the collection day, and shall be removed from such location no later than nine a.m. on the day following the collection day.
- B. Rollout collection.
1. Rollout refuse or recyclables collection service shall, upon request of the customer and when authorized by the city administrator, be available to any customer who:
    - a. Is sixty-five years of age or older and demonstrates to the satisfaction of the city administrator that no other person in the household is able to deliver carts to the normal collection point;
    - b. By reason of a documented disability is determined by the city to be unable to transport carts or other containers to the collection point and demonstrates to the satisfaction of the city administrator that no other person in the household is able to deliver carts thereto; or
    - c. Has agreed to pay an additional charge therefor as established by the city.
  2. Customers utilizing rollout collection service shall be provided with one cart for deposit of refuse and, unless declined by the customer, one cart for deposit of recyclables.
  3. Such carts may be stored at any location upon the subscriber's property which affords reasonable access for collection purposes and which does not constitute a nuisance in the neighborhood; provided, that no cart assigned to a rollout service customer shall be stored inside a fence or building, or elsewhere when obstacles would make access unreasonable.
- C. Customers shall store refuse pending collection in accordance with the following requirements:
1. Garbage shall be thoroughly drained and wrapped prior to being placed in a cart or other container.
  2. No refuse other than garbage or trash shall be deposited in a cart or other container. Accumulated refuse in excess of the capacity of carts or containers provided by the city shall be placed in throw-away containers. Any customer desiring collection of more than the allowable number of throw-away containers, as established from time to time by the city, may request collection thereof for an additional charge established or approved by the city.
  3. Except as provided herein, no unusual or heavy waste, bulky refuse or hazardous waste shall be placed in a cart or throw-away container, or otherwise included with refuse to be collected by the city or a contractor.
  4. Collection of unusual or heavy waste, bulky refuse or hazardous waste by the city:
    - a. Tree limbs up to four inches in diameter and less than four feet in length may be bundled and placed with other residential refuse at the regular collection point

- for regular weekly collection. Bundles shall not weigh more than thirty pounds; each bundle shall be equivalent to one throw-away container.
- b. Collection of heavy or bulky items such as furniture and appliances, which can be safely handled by a crew of two persons and a truck, will be made upon request. Fees established or approved by the city shall be charged for any special collection.
  - c. Ashes, cinders, sawdust and similar refuse shall be bagged or otherwise contained before being placed in a cart for collection.
  - d. Dry animal waste shall be bagged or otherwise contained before being placed in a cart.
  - e. All sharp items, including but not limited to syringes and broken glass, shall be enclosed in a hard container such as a can, plastic bottle or box before being placed in a cart.
- D. Except when placed for collection pursuant to this section, all carts and other refuse or recyclables containers shall be stored at a location upon the subscriber's property which is behind the front face of the principal structure on the property and does not constitute a nuisance in the neighborhood.
- E. All customers shall:
1. Keep all such containers reasonably clean;
  2. Exercise reasonable care to avoid damage to containers;
  3. Reimburse the city or a contractor, as appropriate, for the reasonable cost of repair or replacement of any cart or other container damaged as a result of the negligent or intentional act of a customer;
  4. Except to facilitate collection of refuse, refrain from removing any cart from the premises to which it is assigned;
  5. Upon vacating a property to which such cart has been assigned, notify the city or the contractor at least three working days before such vacation so that such cart may be collected and returned to inventory; and
  6. Comply with all regulations of the city with respect to use and care of carts and other containers.

#### **7.12.100 Rates and Charges**

Customer shall pay such fees and charges for collection and transportation of residential refuse and recyclables, and other services rendered incident thereto, as have been established or approved from time to time by the city.

- A. All fees and charges for collection and transportation of residential refuse and recyclables are due and payable when rendered and shall be deemed delinquent if not paid on or before the fifteen (15) days thereafter. On all bills deemed delinquent, a delinquency charge of five percent on the unpaid balance shall be charged.
- B. A delinquency and termination notice shall be issued five days after a bill is delinquent. The delinquency and termination notice shall provide customer of record with the following information:
  1. The amount due on the unpaid balance plus delinquency charge;
  2. The customer's right to a hearing before the department;
  3. Notice that service will be terminated in fifteen (15) days if the bill remains unpaid.
- C. If the customer of record is not the occupant where residential refuse and recyclables service is provided, then the department shall provide similar notice to the occupant. The request for a hearing must be no later than three working days before the date of discontinuance. Such hearings shall be conducted by one or more of the following persons: city administrator, city clerk, city superintendent, or such other representative as may be appointed by the city administrator. The department is authorized to discontinue collection of residential refuse and recyclables service for any customer who shall be delinquent in the payment of fees and charges. Customers are responsible for furnishing the department with their correct addresses for billing purposes.
- D. No discontinued residential refuse and recyclables service shall be reestablished until such delinquent bill, delinquent charges and reestablishment charges have been paid in full.
- E. Until paid, delinquent bills shall constitute a lien against the property served, and when they become ninety (90) days delinquent shall be certified by the city administrator to the city clerk who shall cause such charges to be assessed against the property served and collected in the same manner as other special assessments are collected.

**7.12.110 Authority to Promulgate Additional Regulations**

The city administrator may promulgate such additional rules and regulations as he or she deems appropriate to effectuate the purposes of this article. Such promulgation shall be followed by notification to the governing body within thirty days and such regulations shall become effective immediately, subject only to modification or revocation by the governing body.

**Article III. Collection and Transportation of Nonresidential Solid Waste and Recyclables****7.12.120 General**

- A. Except as otherwise provided in this article, no person shall collect or transport nonresidential solid waste unless licensed to do so by the city.
- B. No license shall be required for a person or firm, or an employee of either, to collect or transport nonresidential solid waste which is generated exclusively upon premises occupied by such person or firm.
- C. Regardless of whether a license is required pursuant to this article, all persons collecting or transporting solid waste within the city shall at all times comply with all federal, state, county and city rules, regulations and laws established by governmental entities or agencies having jurisdiction.

**7.12.130 Definition**

Where used in this article, "collector" means any person or firm licensed by the city for collection and transportation of nonresidential solid waste and includes any person acting on behalf of any such person or firm.

**7.12.140 Insurance Requirements- Conditions Required Generally**

- A. All collectors shall secure and maintain, during the permit period and at all other times when using the streets of the city, such insurance as is hereinafter required. The collector shall submit written evidence of insurance with any permit application prior to obtaining a permit. Insurance shall be considered acceptable when provided by one of the following methods:
  - 1. Issuance of an original policy designating the collector and the city, by name, as the insured parties under the provisions of the policy;
  - 2. Endorsement to an original policy when endorsement shall extend to the city the same coverage and protection stipulated in the paragraph above;
  - 3. Separate contingent policy providing the required insurance coverage for the protection of the city.
- B. A duplicate of the original of each policy shall be furnished showing specifically the coverage and limits, together with the underwriter thereof, for approval by the city. Regardless of such approval by the city, it shall be the responsibility of the collector to maintain adequate insurance coverage at all times, and the failure to do so shall not relieve the collector of any obligation or responsibility. Failure on the part of the collector to maintain required insurance in full force and effect will be construed as a violation of this chapter. Satisfactory certificates of insurance filed with the city shall note that fifteen calendar days' written notice will be given to the city before any policy covered thereby is changed or cancelled.

**7.12.150 Insurance Requirements- Workman's Compensation, Automobile and General Liability- Amounts**

The collector shall provide the insurance required by this section and shall list the city as a beneficiary thereon "as its interest may appear":

- A. Workmen's Compensation and Employer's Liability. This insurance shall protect the collector against all claims under the workmen's compensation law. The collector shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. The liability limits shall not be less than the following:
  - 1. Workmen's compensation: Statutory maximum amount;
  - 2. Employee's liability: One hundred thousand dollars each person.
- B. Automobile Liability. This insurance shall be written in comprehensive form and shall protect the collector against all claims for the operations of all motor vehicles, whether they are owned or non-owned. The liability limits shall not be less than the following:
  - 1. Bodily injury: One hundred thousand dollars each person;

2. Bodily injury: Three hundred thousand dollars each occurrence;
  3. Property damage: Fifty thousand dollars each occurrence. Such policy may be written to allow the first five hundred dollars of liability for damage to property to be deductible.
- C. General Liability. This insurance shall be written in comprehensive form and shall protect the collector against all claims arising from injuries to any person or damage to property of others arising out of any act or omission of the collector; and, in addition, this policy shall specifically provide collector protective liability insurance and contractual liability insurance covering the obligations stipulated herein. The collector shall provide and maintain insurance to protect the city against any and all claims for damages for personal injury, including accidental death, as well as from claims under such contract, whether operations thereunder are conducted by the collector, any of his subcontractors, or by any one directly or indirectly employed by the collector or his subcontractors. The liability limits shall not be less than the following:
1. Personal injury: One hundred thousand dollars each occurrence; three hundred thousand dollars aggregate or single, limit of three hundred thousand dollars;
  2. Property damage: Fifty thousand dollars each occurrence, one hundred thousand dollars aggregate.
- D. Such policy may be written to allow the first five hundred dollars or liability for damage to property to be deductible.

#### **7.12.160 Indemnification Agreement- Conditions**

Collectors shall, by virtue of using the city streets, be obligated to indemnify, defend, punctually pay and save harmless the city and all of its agents, representatives and employees from all suits, claims, demands or actions of every kind or description arising from or relating to any acts, omissions or negligence of the collector, his servants, employees, agents or subcontractors. The collector shall likewise punctually pay, defend, indemnify and save harmless the city and all their agents, representatives and employees for and on account of any injury or damages received or sustained by the collector, its servants, agents or subcontractors on account of any claim or amount recovered for royalty or infringement of patent, trademark, copyright or on account of any claim or amount recovered under the workmen's compensation law.

#### **7.12.170 Work Performance Conditions- Obstructing Streets Prohibited**

The collector shall not obstruct streets and shall keep passageways open. The collector is granted the privilege of using the streets for the work specified but is not granted exclusive use of such streets. The collector shall handle the work in a manner which shall cause the least inconvenience to the public or property owners and shall perform his labors in a courteous, prompt manner.

#### **7.12.180 Permit Required Prior to License Issuance- Prerequisites**

No person, firm or corporation shall, within the city limits, collect or dispose of solid waste unless a permit is first obtained from the city clerk prior to the issuance of said license. The collector shall deliver to the city clerk copies of certificates of insurance reflecting compliance with the safety responsibility laws of the state, and, in addition, such insurance as may be required by this chapter prior to the operation of a motor vehicle upon the streets and highways of the city and state. Such insurance shall be kept in full force and effect at all times. In addition, the collector shall deliver to the city clerk written evidence that said collector has complied with the solid waste code for municipalities, and this chapter, and that his vehicle and/or vehicles in all respects comply with the provisions of the solid waste code. In addition, the collector shall deliver to the city clerk the insurance certificates required under the provisions of this chapter, and the make, model and identification or registration number of each vehicle which may be operated on the city streets, and such other information as may be reasonably required to assure the governing body that the terms of this chapter are being and will be complied with. The collector and all employees shall at all times remain licensed to operate a motor vehicle under the laws of the state.

#### **7.12.190 Collector- List of Parties Contracted with Required- Updating**

Any collector collecting solid waste in the city of Valley Center shall deliver to the city clerk a detailed, itemized written list setting forth the names and addresses of any parties with whom it has contracted for

the collection of solid waste, and the addresses from which said solid waste is being collected. Said list shall be modified and brought current in writing on the first day of each and every month thereafter. After the original list has been submitted to the city clerk, the collector shall be responsible for delivering to the city clerk any deletions or additions to said list. Any collector contracting with the city shall execute such contract documents as may be consistent with the terms of this chapter.

**7.12.200 Suspension or Revocation of License**

In the event a collector fails to comply with any of the provisions of this chapter, the city clerk may, in addition to any other remedies authorized therefor and upon fourteen days' notice to such collector, suspend or revoke such license. The collector may appeal such suspension or revocation order to the governing body by filing a written notice of appeal within ten days after issuance of such order.

**7.12.210 Annual Permit Fee Per Licensed Vehicle**

An annual permit fee as established by resolution of the governing body of the city for each vehicle licensed shall be paid by the collector to the city clerk. Said fee shall cover a period of time terminating on the thirty-first day of December of each year. No permit shall be transferred without first obtaining the written consent of the city clerk.

**7.12.220 Prohibited Acts- Penalties**

- A. No person shall:
1. Collect, transport or dispose of nonresidential refuse, solid waste or recyclables within the city in violation of any provision of this article;
  2. Collect, transport or dispose of nonresidential refuse, solid waste or recyclables within the city except pursuant to a valid license issued therefor by the city;
  3. Operate a vehicle within the city for the purpose of collecting, transporting or disposing of nonresidential refuse, solid waste or recyclables, except pursuant to a valid permit for such vehicle issued by the city pursuant to this chapter.
- B. A violation of this article, if committed by a person who has not been convicted of any such violation within the immediately preceding twelve months, shall be punishable by a fine not to exceed one hundred dollars.
- C. A violation of this article, if committed by a person who has been convicted of any such violation within the immediately preceding twelve months, shall be a class "C" violation.

**7.12.230 Waste Storage- Multifamily Dwellings and Mobile Home Parks**

The owner of each multifamily structure or mobile home park shall provide sufficient containers, meeting the requirements of this chapter, to contain all solid waste produced by the occupants of the premises during the collection period therefor, and shall ensure that all garbage, refuse and solid waste generated upon such property is deposited therein.

**Section 2. 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 no to repeal or amend any portions of the City of Valley Center Municipal Code other than those expressly amended or repealed in Section 1 of this Ordinance.

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

**Section 3. 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 4. 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 \_\_\_\_\_ 2010.**

First Reading : September 21, 2010

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

{SEAL}

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

ATTEST:

\_\_\_\_\_

Kristine A. Polian, City Clerk

## **NEW BUSINESS**

### **A. CONSIDERATION OF AGREEMENT FOR SOLID WASTE / RECYCLABLES COLLECTION & DISPOSAL:**

- City Administrator Memo
- Solid Waste Recycling Agreement

Should Council choose to proceed,

### **RECOMMENDED ACTION:**

Staff recommends motion to approve agreement with Waste Management and authorize Mayor to sign,



## MEMO

September 30, 2010

TO: Honorable Mayor McNown & Valley Center City Council

FROM: Joel Pile, City Administrator

RE: *Solid Waste / Recycling Agreement w/ Waste Management, Inc.*

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**Background:**

Highlights of the contract proposed today include the following provisions:

- An exclusive franchise for five years, with City option to extend up to three additional years, to provide weekly trash collection and biweekly curbside recyclables collection at residential locations throughout the City and at small business locations that require only cart-type services. Commercial service (dumpsters) are not affected.
- Weekly solid waste collection and bi-weekly recyclables collection at a monthly rate of \$11.90 for each customer.
- Transition & customer education plans, including an account credit of up to \$25 for payment of a service cancellation fee to the customer's previous trash provider.
- Specific customer service agreement, standards of service, and financial penalties (liquidated damages) for not meeting service standards.
- Free cart roll-out service for customers 65 years of age and older or disabled.
- Provision of one free coupon to each customer each week for special pickup of bulky items.
- Discounted rates for weekly service to small businesses.
- An annual review of the base rates to allow for fixed increases of 3%, increases and decreases in regulatory fees imposed by governmental agencies, and change in landfill costs based on a specific formula. Rates may only change once per year following written notice to customers explaining the reasons for the adjustment.
- Service at all properties used by the City for governmental operations at no charge.

**AGREEMENT FOR COLLECTION OF RESIDENTIAL REFUSE  
AND RECYCLABLES, AND OTHER RELATED SERVICES  
WITHIN THE CITY OF VALLEY CENTER, KANSAS**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between:

**THE CITY OF VALLEY CENTER, KANSAS**, a municipal corporation (“City”);

and

**WASTE MANAGEMENT OF KANSAS, INC.**, with its principal office at 4330 West 31<sup>st</sup> South, Wichita, KS 67215 (“WMI”);

**WHEREAS**, the City is responsible for protection of the health and welfare of its residents, including collection and disposition of solid waste and promotion of recycling within a framework of federal, state and local laws; and

**WHEREAS**, the City has elected to discharge its responsibilities with respect to collection and disposition of solid waste and recycling by entering into this Agreement with WMI, pursuant to which WMI is required to perform the specified solid waste collection and transportation services and recycling services, and authorized to charge customer service charges approved by the City; and

**WHEREAS**, following receipt and analysis of multiple proposals, the proposal submitted by WMI was determined to be the most advantageous to the City and its residents;

**NOW THEREFORE**, in consideration of the mutual promises herein contained, the parties agree as follows:

**1. Grant of Franchise and Scope of Services.**

- A. WMI is hereby designated as the exclusive provider of residential refuse and recyclables collection and disposal services within the City. WMI shall commence performing the services provided for herein on the Service Commencement Date. The City hereby grants to WMI the right to utilize rights-of-way for the purpose of allowing WMI to collect solid waste and to place and remove receptacles therefore; provided, that the right granted hereunder and the obligation of WMI to provide such services is applicable only where there is a maintained road, street or alley allowing lawful access to a receptacle placed out for collection. WMI shall have the right, until receipt of written notice revoking permission to pass is delivered to WMI, to enter or drive on any private street, court, place, easement or other private property for the purpose of collecting or transporting solid waste pursuant to this Agreement. Except as otherwise provided herein, the City shall not, during the term of this Agreement, contract with any other party for the services to be provided under this Agreement.
- B. This Agreement shall not apply to collection of any solid waste, self-hauling of which is not prohibited by City ordinance, such as disposal of solid waste by contractors in their own vehicles as part of their services, including but not limited to roofers, retailers and gardeners that haul away old shingles, yard waste or appliances, or to clean-up and removal of debris resulting from a tornado, wind storm or other catastrophe, whether accomplished by City forces or third parties.
- C. Either party hereto may take such legal action as it deems appropriate against any third party to redress an infringement of WMI’s exclusive right to collect residential trash and recyclables pursuant to this Agreement.
- D. WMI’s right to provide solid waste collection transportation services within the scope of this Agreement arises solely from this Agreement and is based upon the mutual promises contained herein, including payment of the compensation provided for herein. City and WMI hereby agree that WMI must cease providing solid waste services in City upon expiration or termination of this Agreement. This agreement and acknowledgment by WMI does not foreclose City from executing one or more new agreements for solid waste management services, including from WMI, after expiration or termination of this Agreement, whether by non- exclusive, partially exclusive, or wholly exclusive franchise, contract, license, permit or otherwise, with or without competition.
- E. WMI shall provide the City with current maps and schedules of collection and disposal routes.
- F. WMI shall designate the holidays that it will observe and inform both the City and all customers thereof and of changes in the collection schedule resulting from observance of holidays. Holidays observed at execution of this agreement include: New Years, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.
- G. The City shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of this Agreement, including, without limitation, the exclusiveness of the franchise granted pursuant to this Agreement.

**2. Acceptance of Franchise.**

- A. WMI accepts this franchise agreement subject to all of the terms, conditions and exclusions contained herein.
- B. This franchise agreement is conditioned on WMI being at all times ready, willing, and able to fully and timely meet all of its performance obligations.

**3. WMI's Representations and Warranties.** WMI represents and warrants, as of the date it executes this Agreement:

- A. WMI is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and qualified to do business in the State of Kansas.
- B. WMI has full legal right, power and authority to execute and deliver this Agreement and satisfy its performance obligations. This Agreement has been duly signed and delivered by WMI and constitutes a legal, valid and binding obligation of WMI enforceable against WMI in accordance with its terms.
- C. Neither the execution nor delivery by WMI of this Agreement, the performance by WMI of its performance obligations, nor the fulfillment by WMI of the terms and conditions of this Agreement conflicts or will conflict with, violate or result in a breach of any applicable law; conflicts or will conflict with, violate or result in a breach of any term or condition of any judgment, order or decree of any regulatory authority or any agreement or instrument to which WMI is a party or by which WMI or any of its properties or assets are bound, or constitute a default thereunder; or results or will result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of WMI.
- D. No approval, authorization, license, permit, order or consent of, or declaration, registration or filing with any governmental or administrative authority, commission, board, agency or instrumentality is required for valid execution and delivery of this Agreement by WMI, except those that have been duly obtained from its board of directors or other governing body.
- E. There is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality pending or, to the best of WMI's knowledge, threatened, by or against WMI wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by WMI of its obligations under this Agreement or in connection with the transactions contemplated by this Agreement, or which would, in any way, adversely affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by WMI in connection with the transactions contemplated by this Agreement.
- F. There is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality pending or threatened, against City by WMI.
- G. WMI has made an independent investigation, examination and research satisfactory to it of the conditions and circumstances surrounding the Agreement and best and proper method of providing services and labor, equipment and materials for the volume of services to be provided. WMI agrees that it will make no claim against City based on any good faith estimates, statements or interpretations made by any officer, employee or agent of City that proves to be in any respect erroneous.
- H. WMI further represents and warrants that it has fully complied with all applicable law, including without limitation law relating to conflicts of interest, in the course of procuring this Agreement.
- I. The information provided by WMI in its proposal submitted in response to City's Request for Proposals for this Agreement (together with any addendum thereto), including all clarifications to that proposal, is true, accurate and complete.

**4. City's Representations and Warranties.** City represents and warrants, as of the date it executes this Agreement:

- A. City is a political subdivision of the State, duly organized and validly existing under the Constitution and laws of the State of Kansas.
- B. City has full legal right, power and authority to execute, deliver, and perform its obligations under this Agreement. This Agreement has been duly signed and delivered by City and constitutes a legal, valid and binding obligation of City enforceable against City in accordance with its terms.
- C. City represents that on the date it signs this Agreement it knows of no person who is receiving solid waste handling services from a solid waste enterprise that has a statutory right to continue to provide such services.

- D. Neither the execution nor delivery by City of this Agreement, the performance by City of its performance obligations, nor the fulfillment by City of the terms and conditions of this Agreement conflicts or will conflict with, violate or result in a breach of any applicable law; conflicts or will conflict with, violate or result in a breach of any term or condition of any judgment, order or decree of any regulatory authority or any agreement or instrument to which City is a party or by which City or any of its properties or assets are bound, or constitute a default thereunder; or results or will result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of City.
- E. No approval, authorization, license, permit, order or consent of, or declaration, registration or filing with any governmental or administrative authority, commission, board, agency or instrumentality is required for valid execution and delivery of this Agreement by City, except those that have been duly obtained from its city council or other governing body.
- F. There is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality pending or, to the best of City's knowledge, threatened, by or against City wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by City of its obligations under this Agreement or in connection with the transactions contemplated by this Agreement, or which would, in any way, adversely affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by City in connection with the transactions contemplated by this Agreement.
- G. There is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality pending or threatened, against WMI by City.

**5. WMI Transition and Customer Education and Satisfaction Plan.**

- A. WMI acknowledges that it is of the utmost importance to City that the transition from solid waste collection services provided before the Agreement execution date to services provided under this Agreement proceed smoothly to the satisfaction of customers, including the following:
  - (1) Billing;
  - (2) Distributing carts;
  - (3) Providing replacement containers;
  - (4) Changing pickup days;
  - (5) Changing the scope of services; and
  - (6) Responding to customer complaints and inquires.
- B. WMI will prepare and implement the Transition and Customer Education and Satisfaction Plan as set forth in its "Residential Solid Waste and Recyclables Collection and Transportation Services" Proposal dated June 28, 2010, which Transition Plan is incorporated herein by reference as though fully set out, and as the same has been amended by any subsequent submittals to and tentative agreements with the City, to include:
  - (1) Key implementation dates, including the service commencement date;
  - (2) Identification of any equipment purchase commitment and delivery schedule;
  - (3) Identification of any container purchase and delivery schedule;
  - (4) Community outreach and community relations plan;
  - (5) Customer service plan;
  - (6) Billing services plan;
  - (7) Materials processing and disposal plan;
  - (8) Reporting plan;
  - (9) City coordination plans;
  - (10) Upon receipt of a request therefore by a customer, a credit of up to twenty-five dollars (\$25) for payment of a service cancellation fee required by a written agreement between such customer and his or her previous refuse collector; provided, that such written agreement must have been executed on or before June 1, 2009. The amount of such credit shall not exceed the amount of the cancellation fee actually paid by such customer; and customer must provide receipt showing cancelation fee has been paid before credit will be issued;
  - (11) Transition staffing and training plans.
- C. Customer notice. WMI will fully and timely implement the Transition Plan, including a notice to customers describing services, including the following:
  - (1) Container type
  - (2) Instructions on how to set out containers, what refuse can be discarded and rollout and other service options;
  - (3) Collection schedules;
  - (4) Recyclables collection rights and options, including list of recyclables;
  - (5) Customer service contact information (including toll-free telephone number );

(6) Procedures for on-call bulky waste pickups and deliveries to transfer station.

- D. WMI will timely and fully implement the Transition Plan. In implementing the Transition Plan, WMI will be sensitive to all socio-economic and ethnic groups within City and will treat all groups equitably. WMI will submit to City written status reports in form and content reasonably satisfactory to City on a monthly basis, commencing no later than the Friday of the week following the Agreement execution date. On the first City business day each month and as promptly as practicable upon City request, WMI will meet with City to review implementation of the Transition Plan.

**6. Customer Service Agreement.**

- A. Before commencing new service or changing service levels or frequency, WMI will provide the City with a written customer service agreement containing terms that are in substantially the form included as Appendix 2 to this Agreement and a rate schedule clearly marked to indicate the customer's rates and whether billed in arrears or in advance to be mailed to each customer.
- B. WMI shall accept customers' requests for commencement of or changes in regular or special service from the City by phone, mail, fax or e-mail.
- C. WMI shall promptly provide the City with receipt confirmation of any customer's service agreement upon request.

**7. Standards of Service.**

- A. Relationship with customers.
- (1) WMI shall at all times provide courteous service to its customers and shall promptly and thoroughly investigate and resolve complaints alleging discourteous behavior by its employees or agents. Resolution may include but shall not be limited to adjustment of service charges, disciplinary action or additional customer service training. Where this Agreement does not require resolution within a specified time, resolution shall be achieved within a reasonable time.
  - (2) WMI shall use due care in entering and exiting customers' property or enclosures and use paved walks or surfaces where practicable. It will not loiter on customers' property. After making a collection, it will close all gates it opened and will avoid crossing private or public landscaped areas or jumping over hedges and fences. Promptly upon receiving notice of any damage to customer's property, WMI will determine whether the damage to customer's property was caused by the inattention, carelessness or negligence of WMI's employees. If WMI determines that it is responsible for damage, WMI shall reimburse customer for the lesser of the cost of repair or replacement of damaged property within 30 days of making its determination. If WMI determines that it was not responsible for damage, it shall so notify the customer within 3 days after making its determination. If WMI and the customer are unable to agree on the responsibility for damages, the City may resolve the dispute.
  - (3) WMI personnel shall promptly clean up or otherwise remediate all litter, spills or leaks that occur as a result of its performance pursuant to this Agreement.
  - (4) WMI shall timely respond to all customer complaints and resolve all such complaints in a commercially reasonable manner.
- B. Relationship with City.
- (1) Refuse and other solid waste shall at all times be collected and transported separately from recyclables, and shall be delivered to an appropriate disposal facility.
  - (2) WMI and its personnel shall at all times act in accordance with any City ordinance, code or regulation pertaining to or regulating the collection of refuse, recyclables or other solid waste.
  - (3) WMI will maintain a local emergency telephone number disclosed to the City for use outside WMI telephone hours. WMI will return any emergency call from a City representative as soon as possible, but in any case within two (2) hours.
  - (4) Within seven (7) days after receipt of an oral or written direction from City, WMI will meet with a City representative during City business hours at City Hall to discuss any matter of mutual interest.

**8. Collections.**

- A. Manner of collection. WMI shall use automated collection vehicles to collect residential refuse and semi-automated collection vehicles to collect commingled recyclables in separate carts reasonably acceptable to the City and provided by WMI for that purpose.
- B. Collection shall commence within one week after receipt of a customer's request for services.
- C. Customers shall place residential refuse and recyclable materials, respectively, in the appropriate cart. Additional refuse, appropriately bagged, will be collected along with that placed in the cart; provided, that an additional charge, as provided in Section 12 of this Agreement, may be made for additional bags. Carts and any other containers shall be collected weekly, or biweekly for recyclables, on a designated collection day. Unless WMI has otherwise agreed, customers shall place all carts and other containers for collection at a point within two (2) feet of the traveled portion of the abutting street, affording easy and unobstructed access for collection. Carts and other containers shall be placed for collection no earlier than 2:00 p.m. on the day preceding the collection day and no later than 6:00 a.m. on the collection day. Carts shall be removed from such location no later than 9:00 a.m. on the day following the collection day.

D. WMI shall have no obligation hereunder to collect Hazardous Waste or liquid Hazardous Waste (including, without limitation, paints, pesticides, petroleum derivatives such as motor oil and solvents, and explosive materials, batteries, and tires). Any such items placed for collection shall be set aside and not taken.

E. Weight limits for automated cart are:

95-gallon cart	200 lbs.
65-gallon cart	135 lbs. (if applicable)

Weight limits for manual collections

35 gallon can	35lbs.
35 gallon bag	35lbs.

**9. Frequency and Hours of Collection.**

A. WMI shall collect all residential refuse discarded in carts or other authorized containers at least once each week, on the regularly scheduled collection day and shall collect all recyclables biweekly on the regularly scheduled collection day.

B. WMI shall perform collections scheduled for a holiday on the weekday or Saturday immediately following the holiday. Following a holiday, WMI will provide collection scheduled for the remaining days in the week one day later than scheduled. WMI will notify all customers of the delay by:

- (1) Waste Management will provide yearly calendars to all residents informing them of their collection day on observed holidays. In addition Waste Management's Call center will perform an automated out dial to all residents providing the City can provide a phone number list that has residents physical address and phone number.
- (2) Publication once in a newspaper of local circulation in City in the issue of that publication circulated immediately prior to the holiday.

C. WMI may not change a regularly scheduled collection day for cart customers without City approval. WMI will notify each customer of any change in that customer's regularly scheduled collection day or days by providing City insert to be placed in the customer's bill immediately preceding the change.

D. WMI will provide collection at residential premises between 6:00 a.m. and 6:00 p.m., Monday through Friday.

E. WMI will use commercially reasonable efforts to collect abandoned solid waste during daylight hours.

**10. Cart Replacement, Removal and Repair.** Replacement, repair and removal of damaged or defaced carts will be completed within 5 business days. WMI will provide each residential household with one (1) 96 gallon wheeled container to be used for Residential Single Stream Recycling Collection one (1) 96 gallon wheeled container to be used for Residential trash. WMI will retain ownership of the carts/containers supplied and provide maintenance/replacement as necessary through normal usage, carts/containers that are lost, stolen, or damaged to the point where they can no longer be serviced, except for normal wear and tear, will be replaced for a fee of fifty dollars (\$50.00). Resident will be informed of replacement fee (when applicable) by city. Fee for container replacement will be billed to the City by Contractor.

**11. Route Maps and Sheets Upon signing of contract and address list from the city Waste Management will be able to provide routing within 20 business days**

A. No later than twenty (20) days prior to a Service Commencement date, WMI will provide City with route maps and sheets for each collection route, including the following information:

- (1) Beginning and ending points for each route, with routes marked on a map;
- (2) Aggregate number of customers on each route; type and capacity of collection vehicle; assigned number of workers for each route; and worker's shift hours;
- (3) Date of pickups;
- (4) Addresses of each customer's premise; and
- (5) Name of each customer and level of each customer's service.

B. City may provide written comments on proposed route maps and sheets to WMI no later than 10 City business days thereafter. Within ten (10) City business days after receipt of any reasonable comment from City, WMI shall revise the maps, schedules and route sheets to reflect the comments and return them to City for approval. To be mutually agreed upon by City and Contractor

C. WMI will provide City with a current collection route map and sheet within ten (10) City business days of any City request.

D. City shall notify WMI within thirty (30) days after construction of a new street or annexation of property into the City. WMI shall promptly update its route maps to reflect service to such areas and provide the City with a copy of such updated maps.

- E. City may conduct reasonable audits of WMI's collection routes during normal business hours; provided, however, that City shall not conduct more than one such audit per year. WMI will cooperate with City in connection with route audits, including permitting City employees or other persons designated by City to follow the collection vehicles during the audit. WMI will have no responsibility or liability for the salary, wages, benefits or worker's compensation claims of any person designated by City to conduct audits. WMI may also conduct their own route audits for verification of home counts on as needed basis.

**12. Fees for Basic Collection Services.** WMI shall perform the following services for the fees specified in this section.

- A. Automated weekly trash service to single and multi-family properties with 95-gallon Cart and semi-automated biweekly Single Stream recycling service with 95-gallon cart for \$11.90/month. Includes: up to 10 additional bags (35 lbs limit per bag) next to cart at no additional charge; \$2.00 bag charge for bags in excess of 10. Any 35 gallon can/bag exceeding cart and ten bag limit be required to have an extra collection sticker affixed to each additional bag or can collected. Extra collection stickers will be sold to City by WMI.
- B. Additional carts 95-gallon trash cart \$8/month 95-gallon Recycling cart \$4/month
- C. These rates will apply through the first year of the contract term and may be adjusted thereafter pursuant to the terms of this Agreement.
- D. The foregoing rates apply regardless of whether a customer participates in the recycling program.
- E. During Year 3 of the Agreement, negotiations may occur for addition of a second size of carts to be made available at the beginning of Year 4 of the Agreement. The new cart size shall be smaller than the 95-gallon cart, and the monthly rate shall be negotiated.

**13. Participation in Recycle Rewards Program.**

- A. In the event WMI develops a program which offers incentives, in the form of discounts to local businesses or other valuable incentives to WMI customers in proportion to the quantity of recyclables recycled through WMI. WMI shall immediately extend program participation to all City customers at WMI's cost of program if approved by the City.
- B. Regardless of whether it offers a rewards program pursuant to this section, WMI shall continue single stream biweekly collection of recyclables as required by this Agreement.

**14. Other Services and Charges.**

- A. Rollout service:
  - (1) WMI understands that some of the Residential units to be served under this Agreement are occupied by elderly residents and/or disabled residents who have difficulty hauling their Residential Waste to the curbside, as provided herein. WMI agrees to collect Residential Solid Waste from an area directly adjacent the resident's dwelling, if mutually decided by the City and WMI, that the resident is handicapped or physically unable to place their weekly waste curbside. Residential Solid Waste collected "house-side" must be in plastic bags; securely tied at the top and placed in the supplied 95-gallon wheeled cart.
  - (2) For all other customers, this service will be provided for a charge equal to 1.5 times the basic service rate. Cart must be visible and accessible from the street. Driver will go up to the customer's house, bring the cart to the street, empty it and return it to its original location.
- B. Bulk item pick-up: WMI shall provide each customer with one bulky item pick-up per week. Bulk item means large items of Solid Waste such as appliances, furniture, small auto parts, and other similar waste materials and volumes greater than those allowed in waste collection bins, carts or other containers. Customers must call 1 week ahead of time to schedule pick up. The charge for a pick-up of additional bulk items in excess of one per week will be \$15 per item. On-call pick-up shall be accomplished no later than the customer's next regularly scheduled pickup day that is at least 7 days after customer's request. Electronic devices can go in regular trash or can be collected as a bulk item. Any additional bulk items exceeding the one bulk item per week limit will be required to have an extra bulk item collection sticker affixed to each additional bulk item to be collected. Extra bulk item collection stickers will be sold to City by WMI.
- C. Collection of abandoned waste. Unless eligible for collection at no charge pursuant to subsection (B) of this section, WMI may charge \$75\*\*, plus \$15/cubic yard, for collection of bulky items including but not limited to sofa, chairs, and tables. All collections performed for abandon waste will be requested and approved by the City before collection  
 \*\*(\$75 is for the per trip charge in addition to the \$15 per cubic yard collected per trip)
- D. Removal of recyclables cart. WMI shall remove recyclables carts at the customer's request and at no charge.
- E. Small business curbside service. WMI will provide one (1) 95-gallon cart to each business customer which generates residential type waste. The monthly fee therefore shall be the same as in Section 12.A.

**15. Adjustment of Customer Service Rates and Charges**

- A. Annually, on the anniversary of the Agreement execution date, WMI may adjust customer service rates and charges established pursuant to this Agreement based on the following:
  - (1) Rates will increase annually by a fixed 3% on the anniversary date of the Agreement.
  - (2) Change in Certain Landfill Costs. WMI may adjust rates to reflect any increase in landfill costs, and shall adjust such rates to reflect any decrease in such costs. Any such adjustment shall be limited to changes in regulatory fees as imposed by federal, state or local governmental agencies. Actual % increase in tipping fees if applicable will be applied to 33% of current base rate.
  - (3) Change in Fuel Cost. WMI shall not assess a fuel surcharge or increase rates as a result of increased fuel costs.
- B. Prior to implementing any adjustment authorized by this section, WMI shall give written notice thereof to City and provide informational insert to be included in each customer's bill. Such notice shall include the reason or reasons for the adjustment, WMI's calculation of the amount of any such adjustment, and the implementation date thereof.

**16. Service to City Facilities.** WMI shall provide trash and refuse collection service at no charge to all properties used by the City for governmental or proprietary operations, including but not limited to City Hall, Valley Center Public Safety Building, Community Building, Valley Center Public Library, Valley Center Public Works Department, Wastewater Treatment Facility and all City parks. The frequency and character of such service shall be determined by the City on a reasonable basis.**17. Customer Contact Information.** WMI shall provide one or more toll-free telephone lines for receipt of customer service requests or complaints. Customer calls shall be promptly answered between the hours of 7:30 a.m. and 5:30 p.m. Central Time, Monday through Friday except holidays, and 8:00 a.m. . WMI shall have its office at 4330 West 31<sup>st</sup> South, Wichita, KS 67215, staffed continuously during normal business hours to address walk-in complaints or requests. Walk in hours are 8:00 a.m. to 5:00 p.m. Monday thru Friday**18. Customer Service, Missed Pickups and Other Customer Complaints.**

- A. WMI acknowledges that City procured, awarded and entered into this Agreement with WMI in part to provide high quality customer service, relations and satisfaction. WMI further acknowledges that customers' contact with WMI employees by telephone and e-mail is critical in establishing and maintaining good customer service, relations and satisfaction.
- B. Records. WMI will maintain a daily written record of every inquiry and complaint received by WMI, including:
  - (1) Date and time of inquiry or complaint;
  - (2) Inquirer's or complainant's name and address (if the individual is willing to give this information);
  - (3) Description of the inquiry or complaint;
  - (4) Date and description of response taken or the reason for non-response; and
  - (5) Answer to inquiry or resolution of complaint.
- C. City access to records. In addition to City rights provided in the City Code, WMI will afford City reasonable access to complaint records at the WMI office during its regular office hours.

**19. Customer Satisfaction Surveys.**

- A. City may conduct customer satisfaction surveys at City's expense at the following times:
  - (1) At least 6 months following commencement of services pursuant to this Agreement; and
  - (2) Annually, after the first contract year.

**20. Reporting of Violators.**

- A. If WMI discovers that any person is providing solid waste collection services within the scope of this Agreement within the City, or is otherwise in violation of any City ordinance, WMI, shall report such activity to the City within 5 business days. Such report shall include:
  - (1) The identity and address of the violator, if known;
  - (2) The facts and documentation supporting WMI's report; and
  - (3) Any other information or documentation in connection with the violator that the City may request.
- B. The City may, in its sole discretion, enforce the exclusivity provisions of this franchise against third-party violators, taking into account the cost of doing so and other factors, and WMI acknowledges that City is not obligated to prosecute violators. City acknowledges that WMI may seek legal or injunctive relief against any person infringing upon the rights granted WMI hereunder to cease providing solid waste collection services, the City shall use good-faith efforts to cooperate in such enforcement actions brought by WMI. Notwithstanding the foregoing, City is not liable to WMI, and WMI hereby releases City in connection with any act of a violator.
- C. WMI will inform the City by telephone or email at the phone number or email address directed by the City, of abandoned solid waste observed during route collection.

- D. WMI will use reasonable business efforts to cooperate with City in any investigation and prosecution of illegal dumping.
  - E. WMI will clean up litter within a 10 foot radius of each abandoned solid waste collection site, upon approval by the City and for a fee agreed upon with the City and billable to the City.
- 21. Employment of Previous Hauler's Staff.** Upon signing this Agreement, WMI will use reasonable business efforts to offer full-time employment, at wages and benefits commensurate with those of WMI's existing employees, to all current drivers or other persons engaged in providing residential refuse collection in the City prior to the date of this Agreement, if WMI has a legitimate business need for additional personnel and such persons:
- A. Meet all applicable requirements with respect to immigration;
  - B. Pass WMI's pre-employment physical, alcohol and drug-screening tests; and
  - C. Evidence a good driving record commensurate with WMI's existing hiring policy.
- 22. Nondiscrimination.** WMI shall not discriminate in the provision of services hereunder, or in the charges made for such services, based on race, creed, color, sex, gender, national origin, ancestry, religion, age, physical or mental disability, marital status, or political affiliation.
- 23. Customer Privacy.** Except when required by law or a court of competent jurisdiction, or when authorized by a customer, WMI shall not reveal any information identifying a customer or the composition or contents of a customer's refuse or recyclables to any person except the City.
- 24. Billing and Collection.** City will bill customers monthly for service. The City will add an administrative fee of \$1.05 each month to each account. The City reserves the right to adjust the administrative fee at any time for any justification. Bills will be mailed by City on the last business day of the month. The bills shall be due on the 15<sup>th</sup> of the following month. If the bill has not been paid by the 15<sup>th</sup>, a 10% penalty will be added. If the bill is still unpaid by the 20<sup>th</sup>, a reminder notice will be mailed stating the amount of the bill that must be paid by the 5<sup>th</sup> of the following month or the service will be discontinued and WMI will be notified by City to pick up cart. The City will notify WMI when a residential unit is on hold or to stop service. The City can and will utilize any methods available to collect outstanding accounts. City will collect fees in advance, remittance to WMI will be made for services performed.

In consideration of WMI's services to the City, in the collection of Residential Solid Waste and Recyclables, the City shall pay the WMI a monthly fee with the first such monthly period commencing February 1, 2011 for services completed in January 2011. The charge shall be equal to: the fee established in 12.A of this agreement multiplied by the number of residential collections, the number of qualified households shall be determined in a joint effort between the City and WMI through the contractor's information and the city's list of the total number of residential user billings/counts. The number of determined households shall be reviewed monthly and adjustments for residential solid waste collection charges by WMI will be adjusted monthly accordingly.

The City shall remit payment within twenty (20) days following the end of each monthly period. WMI will provide service to any territory annexed by the City, or additional growth of residential units. The aforementioned formula for compensation due the contractor will of course provide for greater compensation due the contractor for servicing more residential units

**25. Term; Termination**

- A. The term of this Agreement shall be five (5) years commencing January 1, 2011 ("Effective date") and terminating December 31, 2015. The City may, at its option, extend the term of this Agreement for up to three (3) additional years based on WMI performance, including but not limited to low assessed liquidated damages, satisfactory customer survey and timely billing to City.
- B. In addition to any other remedies provided for in this Agreement, either party may terminate this Agreement upon the breach of a material term of this Agreement by the other party; provided, however, that prior to any such termination, the non-breaching party shall first deliver to the breaching party a written notice describing such material breach, and provide the breaching party with thirty (30) days (five (5) days in the case of nonpayment of monies due and payable) within which to cure such breach. If the nature of the breach is such that it cannot be cured within such thirty (30) day period, the breaching party shall be allowed such longer period as is reasonably necessary to cure the breach, contingent upon the breaching party expeditiously and diligently attempting to cure the same within thirty (30) days and thereafter proceeding in good faith to effect such cure. If at the end of the cure period the breaching party has not cured the material breach of this Agreement, then the non-breaching party may take any one or more of the following actions:
  - (1) Provide the breaching party with additional time to effect a cure of the breach;
  - (2) Take such action as it determines are necessary and reasonable to cure the breach with its own resources or through independent contractors, and recover the costs thereof from the breaching party;

- (3) Terminate this Agreement, in which case a written notice of termination shall be immediately delivered to the breaching party; or
- (4) Exercise any other remedies it may have under this Agreement, at law or in equity.

**26. Records of Operations.**

- A. WMI will keep accurate and complete records of all services provided pursuant to this Agreement, and in particular maintain all of the records required by Appendix 3 hereto.
- B. Unless otherwise directed by the City, WMI will accurately preserve and retain customer billing records charged to City in accordance with its document retention policy and as required by law. In accordance with WMI document retention policy, WMI acknowledges City's right to review such records and receive reports in order to:
  - (1) Enforce customers' rights;
  - (2) Evaluate WMI's performance under and compliance with this Agreement;
  - (3) Exercise City's rights to perform, or cause another person to perform, WMI's performance obligations in certain events, such as defaults; and
  - (4) Determine and corroborate the amount of any City payment obligation.
- C. Unless otherwise directed by the City, WMI will accurately preserve and retain delivery data:
  - (1) At least until the end of the first full calendar year following the calendar year in which delivery occurred (for example, until December 31, 2011, for delivery that occurred in January 2011; or
  - (2) For such longer period as is required by applicable law.
- D. WMI acknowledges that in order to respond to claims under CERCLA with respect to disposal of solid waste, City may need to determine and document the quantity of solid waste that WMI collected and disposed of or processed, or the locations where WMI disposed of or processed solid waste. To facilitate such response, WMI shall preserve and retain disposal records described in this section for a period of 5 years or in accordance with WMI document retention policy, whichever is longer.
- E. City Inspection and Audit of WMI records.
  - (1) Location.
    - (a) City Office. Upon 7 Service days' advance telephonic or written request by City, WMI will provide copies of records to City and its designees for inspection, review or audit at the City's office.
    - (b) WMI Office. If WMI cannot provide the City with copies of Records within the notice period provided hereunder, WMI will make those Records available to City or its designees for inspection, review or audit at WMI's administrative office, during WMI office hours.
  - (2) Scope of inspection or audit. City may inspect and review Records at any reasonable time following notice under this section, or audit Records once each contract year, including verification of any of the following:
    - (a) Customer service charges charged to City;
    - (b) Solid waste tonnage collected and diverted;
    - (c) Customer complaint logs; and
    - (d) Other records to confirm compliance with performance obligations, including but not limited to telephone logs to confirm hold or hang-up times.
  - (3) Promptly upon request, WMI will provide City or its designees with any additional information, such as primary records supporting reports, that is reasonably relevant to this Agreement.

**27. Financial Records and Reports.**

- A. City will maintain in City's administrative offices accurate and complete financial records of the following:
  - (1) Customer receipts (including customer service charges); and
  - (2) Payments to WMI (including invoices from WMI);
- B. If City receives a request from a third person to review or copy material that WMI has marked "confidential," City will as soon as practicable notify WMI of the request and cooperate with WMI in good faith to oppose such request; provided, however, that City shall in all respects process such requests in accordance with the Kansas Open Records Act.
- C. WMI shall promptly give City a notice of all claims or litigation relating to services pursuant to this Agreement.

**28. Submission of Required Reports.** Pursuant to and in compliance with Appendix 4 of this Agreement, WMI shall submit all required quarterly and annual reports to the City in a form reasonably satisfactory to the City.

**29. Performance Bond.** Before this Agreement can be executed, WMI shall furnish a corporate surety bond or a letter of credit written by an acceptable bank as security for the performance of this Agreement. Said bond must be in the amount of Two Hundred Thousand dollars (\$200,000). The surety of the bond shall be a duly authorized corporate surety company authorized to do business in the State of Kansas. Attorneys-in-fact who sign Performance Bonds must file with each bond an effectively dated copy of their power of attorney, bearing the seal of the company evidencing such agents authority to execute the bond. In case of extension or termination of this Agreement, WMI shall furnish a Performance Bond in the same amount and under the same terms as for the initial Bond. The original Surety, however, is in no way obligated to

extend or renew the bond. This Agreement shall be subject to termination by the City at any time if said bond is canceled or the surety thereon relieved from liability for any reason. Notice of cancellation of the bond must be served upon the City at least sixty (60) days prior to the effective date of said cancellation. The Agreement will not be terminated if within thirty (30) days of such notice, WMI files with the City a similar bond to be effective for the balance of the Contract period.

This section shall survive termination of this Agreement.

- 30. Inspection of Solid Waste Management Facility.** Upon reasonable request by the City, WMI will allow the City to inspect during normal business hours any solid waste management facility that is owned or operated by WMI and that is used to provide services pursuant to this Agreement. WMI will make available a management representative or other authorized person to conduct the City personnel and designees through such facilities.
- 32. Damage to Streets.**
- A. The City represents and warrants that its streets, roads, alleys and other thoroughfares are capable of holding the weight of the trucks specified by WMI in its proposal when such vehicles are operated lawfully and in compliance with weight limitations established by law. Except in the case of driver/operator negligence or when a truck is being operated in violation of applicable weight limitations, WMI shall not be liable to the City for damage to pavement, curbing, or driving surfaces owned or controlled by the City, resulting from WMI trucks providing services in the City.
  - B. WMI shall not substitute trucks that differ materially in size, design or configuration from those specified in WMI's proposal without the written consent of City, which consent shall not be unreasonably withheld.
- 33. Hazardous Waste Prohibited.** WMI shall neither collect nor dispose of Hazardous Waste hereunder.
- 34. Assignment.** WMI shall not assign any rights or delegate any duties arising under this Agreement, nor sublet any part thereof, without the prior written consent of the City. Any request for permission to assign rights or delegate duties arising hereunder shall be given in the same manner provided for in section 51 hereof. Notwithstanding the foregoing, the requirement to obtain City consent for an assignment shall not apply to a sale or transfer to, or merger of WMI with, an affiliate of WMI which is owned or controlled, directly or indirectly, by the present beneficial owner of WMI.
- 35. Assurance of Performance.** In its sole discretion and in addition to all other remedies it may have, City may demand from WMI reasonable assurances of full satisfaction of performance obligations by a specified date, in any or all of the following events:
- A. Labor unrest. WMI is the subject of any labor unrest, including work stoppage or slowdown, sick-out, picketing, lock-out or other concerted job action, in excess of 6 days;
  - B. Failure to pay bills. WMI appears in the reasonable judgment of City to be unable to regularly pay its bills as they become due, including failure to timely pay:
    - (1) Failure to timely pay any tipping fee at any solid waste management facility;
    - (2) Failure to timely pay any insurance premiums, deductibles or self insured retention; or
    - (3) Failure to timely pay any employee's wages.
- 36. Indemnification.**
- A. WMI agrees to indemnify the City and its officers and employees from and hold it harmless against any and all loss, damage, liability, and expense to the extent arising out of any claim for loss of or damage to property and for injury to or death of persons caused in whole or in part by the negligence, willful misconduct or breach of this Agreement by WMI; provided, however, that such indemnification shall not apply to the extent that such claims for loss, damage, injury or death are caused by (i) the negligence, willful misconduct or breach of this Agreement by the City, its agents, employees or other parties, or (ii) the mere presence of household Hazardous Waste in the solid waste that is collected under this Agreement.
  - B. WMI's obligation to indemnify City pursuant to this section is intended to operate as an agreement under 42 U.S.C. Section 9607(e) to insure, release, protect, hold harmless and indemnify City from liabilities as required by this section.
- 37. Insurance.**
- A. Coverage Requirements. Without limiting its indemnities, WMI will secure and maintain insurance coverage meeting the following requirements. WMI may use a combination of primary and excess insurance coverage to satisfy these requirements.
    - (1) General Liability Insurance written on ISO policy form CG 00 01 (occurrence) or its equivalent with limits of not less than the following:
      - (a) Per occurrence: \$1,000,000
      - (b) Aggregate: \$2,000,000
    - (2) Pollution Legal Liability Coverage with a limit of not less than \$2,000,000 per occurrence covering loss (including cleanup costs) that WMI becomes legally obligated to pay as a result of claims for bodily injury, property damage, and cleanup costs (including expenses required by environmental laws or incurred by federal, state, or local governments or third parties) resulting from pollution conditions caused by transported cargo (including waste). For

the purpose of this subsection, "pollution conditions" includes the dispersal, discharge, release, or escape of any solid, liquid, gaseous or thermal irritant or contaminant (such as smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, and waste materials) into or upon land, any structure on land, the atmosphere, or any watercourse or body of water (including groundwater), provided the conditions are not naturally present in the environment in the amounts or concentrations discovered. The liability coverage for pollution must provide contractual liability coverage, by endorsement or schedule, if necessary, for WMI's indemnities.

- (3) Automobile Liability Coverage
    - (a) With a limit of liability not less than \$2,000,000 for each accident;
    - (b) Endorsed to delete the pollution and/or the asbestos exclusion and include pollution liability for accidental spills and discharges while transporting and/or processing materials; and
    - (c) Covering all vehicles.
  - (4) Workers' Compensation and Employers' Liability insurance:
    - (a) Workers' compensation benefits required by Kansas law; and
    - (b) Employers' Liability coverage with limits of not less than the following:
    - (c) Each accident: \$500,000
    - (d) Disease - policy limit: \$500,000
    - (e) Disease - each employee: \$500,000
  - (5) Umbrella Liability with policy limit of not less than \$2,000,000 in excess of the underlying General Liability, Auto Liability, and Employer Liability.
  - (6) If WMI is subject to federal regulations, WMI also will maintain any other coverage necessary to satisfy state or federal financial responsibility requirements.
  - (7) If WMI fails to secure and maintain any insurance required by this Agreement, at its sole option City may secure and maintain that insurance at its expense, and WMI will pay City the City's costs therefor. This remedy is in addition to City's right to declare a default hereunder and terminate this Agreement.
  - (8) WMI will secure insurance provided by an insurer that is an admitted company in Kansas having an A.M. Best's rating of no less than A- XI, or otherwise acceptable to the City.
- B. Coverage requirements for subcontractors. WMI will insure each subcontractor performing collection by providing evidence that either:
- (1) WMI is maintaining Insurance required by this section protecting WMI and City interests against liabilities caused by the acts, errors or omissions of the subcontractor; or
  - (2) The subcontractor is maintaining that insurance itself.
- C. Evidence of coverage. WMI will provide endorsements, schedules and other evidence of coverage with respect to WMI and any subcontractor requested by and reasonably acceptable to the City, on or before the Agreement execution date, promptly upon renewal of policies, and within 10 City business days of City request.
- (1) Certificates of insurance. WMI will provide certificates (or other evidence of coverage) containing at a minimum, the following information with respect to WMI and any subcontractor:
    - (a) Explicitly identify this Agreement and, if necessary to secure contractual liability coverage as an "insured contract" or otherwise, include a schedule or endorsement that specifically identifies this Agreement;
    - (b) Types, policy numbers, policy effective/expiration dates and limits: explicitly reference each type and corresponding limit of coverage required under this Agreement, together with the following:
      - (i) Policy numbers;
      - (ii) Effective/expiration dates; and
      - (iii) Identification of each required ISO policy form or confirmation of its equivalency to ISO policy forms required under this Agreement (such as "auto liability ISO form CA 00 12"). Where the Agreement does not require a specific ISO policy form, the certificate of insurance must specifically reference the required type of coverage (such as "pollution liability" under TYPE OF INSURANCE – OTHER) together with a summary description of its coverage (such as "pollution conditions caused by transported cargo" under SPECIAL PROVISIONS).
    - (c) Include a provision requiring 30 days' cancellation notice to the City in advance of cancellation for all policies evidenced on the certificate of insurance. Endorsements cannot contain mere "best effort" modifiers or relieve the insurer from its responsibility to give that notice and the cancellation information on the certificate of insurance but must delete language such as "failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives";
    - (d) If any insurance coverage is written on a claims-made form (such as pollution liability), evidence that the "retro date" is before the Agreement execution date. WMI must maintain that coverage for at least 5 years after the termination date. Promptly upon City request, WMI must provide City with evidence of that coverage. This provision shall survive the termination of this Agreement.
    - (e) WMI and subcontractor must agree to maintain the General Liability Products and Completed Operations coverage, as well as the excess coverage for General Liability for at least two years after the completion date of their services hereunder.
  - (2) Endorsements: WMI must provide copies of the following endorsements or other documentation with respect to WMI and any subcontractor satisfactory to the City:
    - (a) Additional insured endorsement to each liability policy, explicitly adding City and its officers, agents, and employees as additional insured;

- (b) Waiver of subrogation; and
- (c) Insurance is primary and not contributing with any other insurance or self-insurance programs maintained by City and its officers and employees.
- (3) Schedules: WMI shall provide schedules or other evidence that liability policies of WMI and any subcontractor provide contractual liability coverage for indemnities, such as listing this Agreement as an "insured contract."
- (4) Signature verification. At the City's request, WMI shall provide documentation verifying that the individual signing or countersigning the certificates, policies, endorsements, or other evidence of coverage of WMI and any subcontractor is authorized to do so and identifies his or her company affiliation and title. The City may require complete, certified copies of WMI's insurance policies at any time.
- D. WMI shall institute a comprehensive accounting system reasonably satisfactory to the City to monitor all insurance requirements under this Agreement, including those of each of its subcontractors.
- E. WMI Compliance. WMI will comply in all material respects with all requirements of its insurance policies and insurers

**38. Breach, Liquidated Damages and Compensatory Damages.**

- A. WMI acknowledges that City may enforce this Agreement and exercise its remedies under this Agreement in its sole discretion.
- B. If City reasonably determines that WMI is in breach, City may assess compensatory damages or liquidated damages pursuant to Appendix 5 to this Agreement, after giving notice to WMI identifying and describing the breach. WMI will pay the damages assessed or credit current bill within 20 days of receiving the notice of assessment, whether or not WMI has cured the breach.
- C. WMI may dispute the assessment of compensatory damages or liquidated damage by notice to City within 20 days of receiving the notice of assessment, but will pay assessed compensatory damages or liquidated damages pending resolution of its dispute. In that notice of dispute, WMI must describe the basis for its dispute and include relevant documentation. The City Administrator or a designee will review the notice of dispute and make a determination as soon as practicable. This determination will be final. If he or she determines that the City should not have assessed all or a portion of the compensatory damages or liquidated damages, the City will refund all or a portion of the compensatory damages or liquidated damages to WMI.
- D. The parties make the following acknowledgments as to liquidated damages:
  - (1) City incurred considerable time and expense negotiating this Agreement to secure an improved level of collection service quality and increased customer satisfaction, and consistent and reliable services are of utmost importance to City and customers.
  - (2) In awarding this Agreement to WMI, City considered and relied on WMI's municipal references, experience, qualifications, and reputation as to service quality, and WMI's breach represents a loss of the benefit of the bargain to City.
  - (3) Quantified standards of performance are necessary and appropriate to ensure consistent and reliable service, and if WMI fails to meet performance obligations, City will suffer damages, including:
    - (a) Customers' inconvenience;
    - (b) Anxiety, frustration and potential political pressure;
    - (c) Criticism and complaint by customers;
    - (d) Loss of time by the City Council members and staff; and
    - (e) Deprivation of the benefits of this Agreement and loss of bargain;
  - (4) In subjective ways and in varying degrees of intensity that are incapable of precise measurement in monetary terms. It is and will be impracticable and extremely difficult to ascertain and determine the value of those damages.
  - (5) In the event of breach or default by WMI, urgency of protecting public health, safety and welfare may necessitate that City enter into emergency or shorter arrangements for services without competitive procurement at prices substantially greater than under this Agreement, and the monetary loss resulting therefrom is impossible to precisely quantify.
  - (6) Termination of the Agreement for default and other remedies provided in this Agreement are, at best, a means of future correction and not remedies that make City whole for past breaches.
- E. Based on the foregoing considerations, the parties agree that liquidated damages represent a reasonable estimate of the amount of damages, considering all of the circumstances existing on the Agreement execution date, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient.
- F. Each party expressly confirms the accuracy of the acknowledgements and agreements made in this section and confirms their respective opportunity to consult with legal counsel for explanation of this liquidated damage provision.

**39. Remedies.**

- A. Either party may exercise any and all remedies available hereunder, at law or in equity for the other party's breach of this Agreement. A party's exercise of any one remedy, including City's assessing liquidated damages, is not an election of remedies but is cumulative with any other available remedies.
- B. In addition to exercising any remedy available under law or equity, upon occurrence of a default, City in its sole discretion may exercise any or all of the following additional remedies:
- (1) Terminate this Agreement or any portion of performance obligations provided herein;
  - (2) Suspend this Agreement or any portion of performance obligations as provided herein;
  - (3) Perform WMI's operational duties as provided herein;
  - (4) Seek injunctive relief and/or damages;
  - (5) Assess liquidated damages, compensatory damages and any other damages under law; and
  - (6) Draw on the letter of credit or submit claims under insurance.
- C. WMI acknowledges that City's remedy of damages for breach or default may be inadequate for reasons including the following:
- (1) The urgency of timely, continuous and high quality services, including collection, transportation and/or transfer and disposal of putrescible solid waste that constitutes a threat to public health;
  - (2) The long time and significant investment of money and personnel (including City's staff, elected officials and City counsel, as well as procurement counsel and consultants) required to:
    - (a) Develop performance specifications and performance standards reasonably acceptable to City;
    - (b) Draft this Agreement and related procurement documents;
    - (c) Solicit comments on this Agreement and procurement documents from City, City's counsel, and persons interested in providing services;
    - (d) Meet with those potential proposers to discuss their comments and answer their questions about this Agreement and the procurement;
    - (e) Finalize this Agreement and procurement documents;
    - (f) Solicit proposals for services;
    - (g) Review and evaluate those proposals and seek clarifications of those proposals;
    - (h) Award this Agreement as required by applicable law;
    - (i) Finalize execution of the Agreement, including reviewing, commenting on and approving WMI documentation; and
    - (j) Conform to the City Code and to the new solid waste and recycling programs.
  - (3) City's reliance on WMI's meeting the following criteria on which award of this Agreement was based, including the following:
    - (a) Solid waste management experience;
    - (b) Local government references;
    - (c) Qualifications of key personnel;
    - (d) Environmental programs and proposed unauthorized waste screening protocol;
    - (e) Litigation history;
    - (f) WMI's proposed Transition and Customer Education and Satisfaction Plan other plans; and
    - (g) Acceptance of terms of this Agreement.
  - (4) The length and significant investment of time and money described in item (2) to develop alternative refuse and recyclables collection services comparable to services for the price provided under this Agreement, and to negotiate new agreements therefore.
- D. City is entitled to all available equitable remedies, including injunctive relief.
- 40. Jurisdiction; Venue, Costs.**
- A. Parties will bring any lawsuit arising out of this Agreement in the District Court for the 18<sup>th</sup> Judicial District of Kansas, which will have exclusive jurisdiction over those lawsuits. Each party consents to jurisdiction over its person and over the subject matter of any litigation in the said Court and to service of process issued by said court.
- B. Venue is made in and will be performed in courts sitting in Sedgwick County, to the extent permitted by applicable law. Parties further agree that the site of any other hearing or action, whether arbitration or non-judicial, of whatever nature or kind regarding this Agreement, will be conducted in Sedgwick County, Kansas.
- C. The non-prevailing party in any dispute involving this Agreement will pay the prevailing party's costs.
- 41. Permits.** WMI will meet all City, county, state and federal licensing requirements applicable to residential waste collections and any other services performed pursuant to this Agreement.
- 42. Amendments.** This Agreement may be amended by mutual consent of the parties by the parties without affecting its validity. If either party desires to amend the Agreement, such party shall give written notice thereof to the other as provided in section 52 of this Agreement. Thereafter, the parties may meet and confer as they deem appropriate for the purpose of reviewing any proposed amendment. No amendment to this Agreement shall be effective unless reduced to writing and signed by both parties hereto.

**43. Transfer of Franchise Agreement.**

- A. WMI acknowledges that WMI submitted evidence to City with respect to WMI's experience, expertise and qualifications to provide services, and that WMI's experience, expertise and qualifications were material considerations of City in entering into this Agreement with WMI.
- B. Without City consent, given in City's sole discretion, WMI shall not transfer this Agreement in whole or in part, voluntarily or involuntarily.
- C. Any transfer made without the consent of City is void.
- D. Notwithstanding the foregoing, the requirement to obtain City consent for an assignment shall not apply to a sale or transfer to, or merger of WMI with, an affiliate of WMI which is owned or controlled, directly or indirectly, by the present beneficial owner of WMI; provided, however, that such affiliate shall (i) agree in writing to be bound by the terms and conditions of this Agreement, (ii) have expertise in the solid waste industry comparable or superior to that of WMI, and (iii) have financial resources comparable or superior to that of WMI, evidence of which, at WMI's option, may be provided for review by the City but not submitted into the public record if WMI legitimately believes the material is confidential or proprietary.

**44. Force Majeure.** WMI shall not be liable for delays in its performance hereunder due to Uncontrollable Circumstances to the extent such occurrence is beyond the reasonable control of WMI and WMI makes prompt, diligent and continuous efforts to resume performance; provided, that this section shall not apply payment of amounts due hereunder to the City or to any default or other occurrence with respect to which the City is authorized to make demand against the letter of credit issued pursuant to section 29 hereof.

**45. WMI's Obligations that Survive Expiration or Termination of Agreement.** If WMI is not awarded an agreement to continue to provide solid waste or recyclables services substantially similar to the services provided for herein after the expiration or termination of this Agreement, WMI will cooperate with City and the succeeding franchisee in a reasonable manner to assure a smooth, efficient, orderly, timely and effective transition and delivery of services to WMI's former customers, including:

- A. Providing City with records promptly upon reasonable request, in the format specified by City; and
- B. Removing WMI's containers from customer's premises on the date or dates directed by City

**46. Binding Contract.** This Agreement shall be binding upon and inure to the benefit of WMI and the City and their respective heirs, successors and assigns in accordance with the terms and conditions set forth herein.

**47. Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State of Kansas, without regard to its conflicts of law provisions.

**48. Severability.** Should any provision of this Agreement become unenforceable because of any change in statute, law, regulation, legal process or decision, or any other reason, the elimination of that provision shall not affect the operation of the balance of this Agreement, which shall continue in force unabated except in accordance with other termination provisions contained herein.

**49. Entire Agreement.** This Agreement contains the entire understanding of the parties hereto and may be amended or changed only by an agreement in writing signed by both parties as hereinabove provided.

**50. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**51. Definitions.** Where used in this Agreement, words and phrases defined in Appendix 1 hereto shall have the meaning ascribed to them therein.

**52. Notices.** All notices, requests demands and other communications hereunder shall be deemed to have been duly given if in writing and either delivered personally, sent by facsimile transmission (with proof of delivery) or by overnight courier, or mailed by postage prepaid registered or certified U.S. mail, return receipt requested, to the addresses designated below or such other addresses as may be designated in writing by notice given hereunder and shall be effective upon personal delivery or facsimile transmission thereof or upon delivery by registered or certified U.S. mail or one (1) business day following deposit with an overnight courier service:

To City: City of Valley Center, Kansas  
 Attn: City Administrator  
 PO BOX 188  
 121 S. Meridian  
 Valley Center, KS 67147-0188  
 Phone (316) 755-7310

Fax (316) 755-7319

To WMI: Waste Management of Wichita  
Attn: District Manager  
4330 West 31<sup>st</sup> South  
Wichita, KS 67215  
Phone (316) 945-4849  
Fax (316) 945-0729

**IN WITNESS WHEREOF**, the parties have executed this Service Agreement for Residential services as of the date first set forth above.

**WASTE MANAGEMENT OF KANSAS, INC.**

**THE CITY OF VALLEY CENTER, KANSAS**

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

By: \_\_\_\_\_  
Michael McNown, Mayor

Attest: \_\_\_\_\_  
Kristine Polian, City Clerk

{SEAL}

## Appendix 1

### Definitions

1. **Abandoned solid waste** means solid waste other than scattered litter such as paper, plastic bags and food packaging, consisting of boxes, bags or bundles; and bulky wastes.
2. **Agreement** means this Agreement, including all appendices, attachments, schedules and forms.
3. **Agreement execution date** means the later of the dates this Agreement is signed by WMI and City.
4. **Annual report** means any report that WMI is required to file annually with the City pursuant to Appendix 4 of this Agreement.
5. **Applicable law** means all ordinances, laws, statutes, rules, regulations, guidelines, permits, actions, determinations, orders, or requirements of the City; Sedgwick County, Kansas; the State of Kansas; or any other agency having jurisdiction over either party, and includes amendments and supplements to and any amendment, replacement, restatement or recodification occurring after the Agreement execution date.
6. **Automated collection vehicle** means a vehicle that WMI uses to lift, empty and set down containers and to transport the discarded contents from collection point to the solid waste management facility.
7. **Biweekly** means every other week.
8. **Breach** means WMI's failure to fully and timely meet any material performance obligation under this Agreement.
9. **Bulky waste** means any large item of solid waste than cannot be safely lifted by two persons without using a dolly, including discarded furniture, appliances, and landscaping debris.
10. **Calendar year** means a period of 12 months of 365 or 366 consecutive days beginning January 1 and ending December 31.
11. **Cart** means a wheeled receptacle that can be emptied by either semi- or fully-automated vehicles.
12. **CERCLA** means the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601 et seq.).
13. **City** means the City of Valley Center, Kansas.
14. **Collection day** means the day on which WMI must provide collection services to a customer as required by the customer's Customer Service Agreement.
15. **Collection hours** means hours described in section 8 of this Agreement, as applicable to any type of collection.
16. **Commercial** describes persons or premises that are neither residential nor multifamily.
17. **Commercial customer** means a customer who owns or occupies a commercial Premises.
18. **Complaint** means an expression of dissatisfaction or discontent, such as a customer complaint of a missed pickup or discourteous behavior.
19. **Container** means any container authorized for collection of residential refuse or recyclables pursuant to this Agreement.
20. **Contract year** means a period of one year commencing on the agreement execution date or any anniversary thereof.
21. **Transition and Customer Education and Satisfaction Plan** and **Transition Plan** means the plan provided for in section 5 of the Agreement.
22. **Contract year** means each 12-month period commencing January 1 and ending December 31.
23. **City business day** means any day on which City offices are open to do business with the public.

24. **City Code** means the Valley Center City Code.
25. **City office hours** means the hours during which City offices are open to do business with the public.
26. **City Representative** means the Person designated as such by the City.
27. **Customer Service Agreement** means the agreement attached as Appendix 2 to this Agreement.
28. **Day** means a calendar day.
29. **Disposal, dispose** or any other form thereof means disposal of refuse or recyclables collected by WMI at a solid waste management facility.
30. **Disposal facility** means any legally permitted disposal facility.
31. **Electronic devices** means cathode ray tube (CRT) devices including televisions and computer monitors; LCD devices including desktop monitors, laptop computers and televisions; and plasma televisions.
32. **Goods or services** means goods, services or Service Assets used to provide services required by the Agreement, including but not limited to labor, leases and subleases, equipment, supplies, capital, insurance, bonds and other instruments of financial security, and legal, risk management and administrative services.
33. **Hazardous Waste** means shall mean any and all of the following:
  - (a) Wastes, materials or substances defined or characterized as hazardous waste by the Federal Solid Waste Disposal Act, as amended, including the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.) (RCRA), as amended from time to time, or regulations promulgated thereunder;
  - (b) Waste, materials or substances defined or characterized from time to time as hazardous waste by the principal agencies of the State of Kansas, including, without limitation, the Kansas Department of Health and Environment, having jurisdiction over hazardous waste generated by facilities within the State, and pursuant to any other applicable government regulations;
  - (c) Wastes, materials or substances, the storage, treatment, transportation or disposal of which is subject to regulation under the Toxic Substances Control Act, 15 U.S.C. Sections 2601-2654, as amended from time to time, or regulations promulgated thereunder;
  - (d) Radioactive wastes, materials, substances or items, the storage, treatment, transportation or disposal of which is subject to government regulations
  - (e) Wastes, materials, substances or items which that contain polychlorinated biphenyls; and
  - (f) Any other waste, regardless of quantity, listed or characterized as hazardous by any other applicable federal, state or local laws.
  - (g) The term **Hazardous Waste** will be construed to have the broader, more encompassing definition where a conflict exists in the definitions employed by two or more governmental entities having concurrent or overlapping jurisdiction over Hazardous Waste.
36. **Holiday** means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
37. **Indemnities, indemnity** or **indemnification** or variations thereof means defenses, indemnities and releases under this Agreement.
38. **Insurance** means the insurance coverage described in section 37 of this Agreement.
39. **Key personnel** means individuals identified by name in WMI's proposal to City to provide services; route supervisors, recycling administrators, general managers and safety supervisors; and any contractor representative.
40. **Letter of credit** means the letter of credit described in section 29 of this Agreement.
41. **Liabilities** means all liabilities; lawsuits; claims; complaints; causes of action; citations; investigations; demands; or clean-up orders; damages whether in contract or in tort, such as natural resource; property and personal injury damages, costs and expenses, including (1) all costs and expenses of litigation; mediation or arbitration; reasonable attorneys fees (whether City's or WMI's staff attorneys or outside attorneys); expert witness fees; and court costs; and (2) response remediation and removal costs; losses; debts; liens; mediation; arbitration; legal or administrative proceedings; interest; fines; charges; penalties; and other detriments of every nature and description, whether under state or federal law.
42. **Liquidated damages** are described in section 38 and Appendix 5 of this Agreement.
43. **Multi-family** describes persons or things related to a single premises occupied by three or more dwelling units.

44. **Multi-family premise** means a Premise containing Multi-family dwelling units.
45. **Notice or notify** or other variation thereof means a notice required or authorized pursuant to section 52 or any other any provision of this Agreement.
46. **Office** means WMI's office identified in contract documentation.
47. **Office hours** means 7:30 a.m. to 6:00 p.m., Central Time, Monday through Friday except holidays; and 8:00 a.m. to 12:00 p.m. (noon) on Saturday.
48. **Party** and **parties** means the City and WMI, individually or collectively.
49. **Payment obligations** means amounts due and payable by WMI to City, including but not limited to liquidated damages and compensatory damages, due and payable as provided in the Agreement; and reimbursements due the City as provided in the Agreement; and any other amounts due the City pursuant to the Agreement, such as costs of applying to courts for judicial construction of Agreement provisions.
50. **Performance Assurances** means financial security instruments set forth in the Agreement, including but not limited to indemnities, insurance, and letters of credit.
51. **Performance obligations** means each and every obligation and liability of WMI under this Agreement.
52. **Permit** means any permit, registration, order, license (including business license), approval, authorization, consent and entitlement of whatever kind and however described that WMI is required to obtain or possess as a condition precedent to performance under the Agreement.
53. **Person** means any individual, sole proprietorship, firm, association, organization, general or limited partnership, corporation, limited liability company, political subdivision, government agency, municipality, industry, public or private corporation, trust, joint venture, regulatory authority, or any other entity.
54. **Premises** means a tract of land with habitable buildings located in the City, that is safely and physically accessible by collection vehicles.
55. **Quarter** means a three month period ending March 31, June 30, September 30 or December 31.
56. **Quarterly Report** means any report that WMI is required to file quarterly with the City pursuant to Appendix 4 of this Agreement.
57. **Rates** means the service charges established by the Agreement, as they may be from time to time adjusted pursuant to the Agreement.
58. **Reasonable business efforts** means those efforts a reasonably prudent business Person would expend under the same or similar circumstances in the exercise of that Person's business judgment, intending in good faith to take steps calculated to satisfy the obligation which that Person has undertaken to satisfy.
59. **Records** means information relating to services and other performance obligations, including documentation enumerated in Appendix 3 of this Agreement and any ledgers, books of account, invoices, vouchers, canceled checks, logs, correspondence, computations, files, plans, reports, data, and photographs.
60. **Recyclables** means corrugated cardboard, chip board, newspapers, magazines, junk mail, telephone books, light colored paper, plastics nos. 1-7, steel cans, aluminum cans, clean aluminum foil and clear, brown and green glass, and any other materials subsequently agreed upon by the parties for inclusion in the recycling program provided for in the Agreement.
61. **Recyclables processing facility** means a legally permitted facility procured by WMI.
62. **Recycle, recycling or recyclable** means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products that meet the quality standards necessary to be used in the market place.
63. **Refuse** means rubbish, trash and garbage, but does not include recyclables or bulky waste.

64. **Regulatory Authority** means the United States; the State of Kansas; Sedgwick County; the City or any agencies or instrumentalities of any of them.
65. **Report** means any report that WMI is obligated to provide pursuant to Appendix 4 and any other provision this Agreement.
66. **Residential** describes persons, things or premises related to dwelling units in single family homes and multi-family Premises
67. **Residential customer** means a customer who owns or occupies residential premises.
68. **Residential Premises** means premises containing a residential dwelling unit.
69. **Rollout Service** means refuse and recyclables collection service effected by dismounting from the collection vehicle, moving a Container from its storage location to the collection vehicle for emptying, and returning the Container to its storage location.
70. **Service** means any obligation of WMI under this Agreement, whether to the City or a customer.
71. **Service commencement date** means January 1, 2011, or such other date as the City may direct.
72. **Set-out Site** means the location agreed to by WMI and the customer and indicate on the Customer Service Agreement, where customers must place its containers for collection.
73. **Solid waste** means materials discarded by customers, including but not limited to refuse, recyclables, green waste and bulky waste, but excluding Hazardous Waste.
74. **Solid waste management facility** means any processing facility, disposal facility, transfer facility; transformation facility, and conversion facility, as the context demands.
75. **State** means the State of Kansas.
76. **Subcontract** means any arrangement, formal or informal, written or merely in actual practice, between WMI and a subcontractor, including but not limited to a contract, agreement, letter or memorandum of understanding or intent, subscription, or purchase order.
77. **Telephone hours** means 7:30 a.m. to 5:30 p.m., Central Time, Monday through Friday except holidays; and 8:00 a.m. to 12:00 p.m. (noon) on Saturday.
78. **Term** means the period beginning on the Agreement execution date and ending on the Termination date.
79. **Termination date** means the date this Agreement expires or is earlier terminated.
80. **Timely**, unless another period or date is specified in this Agreement, means an action shall be taken within seven (7) days.
81. **Ton (or Tonnage)** means 2,000 pounds avoirdupois.
82. **Transition period** means the time interval between the execution of the Agreement and the commencement of Service on January 1, 2011.
83. **Transition plan** means the transition implementation plan and schedule defined in section 5 of this Agreement.
84. **Uncontrollable Circumstances** means any act, event or condition that has prevented, or which may be reasonably expected to prevent, a party from performing or complying with one of its obligations under the Agreement, including, without limitation, such acts, events or conditions as: a) A change in law, including (i) the adoption, promulgation, amendment, modification, rescission, revision or revocation of any applicable law or change in judicial or administrative interpretation thereof occurring after the date hereof, and/or (b) any order or judgment of any federal, State or local court, administrative agency or governmental body issued after the date hereof, so long as such order or judgment is not the result of WMI's negligent or willful misconduct or criminal violation; b) Earthquake, explosions, epidemic, quarantine, landslide, lightning, fire, flood and weather, including, without limitation, consecutive or numerous non-consecutive days of rain, snow or other inclement weather during the construction period; or other Acts of God; or c) Sabotage, acts of public enemy or terrorism, war, riot, insurrection or civil disturbance, expropriation, confiscation; or d) Failure of any permitted subcontractor or supplier of goods, materials, services or other items required for performance of the Agreement (other than an affiliate of WMI) to furnish such goods, services, materials or other items on the dates agreed to, but only to the extent such failure is caused by an uncontrollable circumstance itself, which materially and adversely affects WMI's ability to perform its obligations and WMI is not able to reasonably obtain substitute goods, services, materials or items on the agreed upon dates; or e) The

condemnation, taking, seizure, involuntary conversion or requisition of title to or use of WMI's facilities or any material portion or part thereof by the action of any federal, state, county, city or local governmental agency or authority. In no event shall any act, event or condition that has occurred as a result of poor management practices or negligence of WMI, or an employee or agent thereof, be an Uncontrollable Circumstance.

85. **Violation or violate** means any material noncompliance with applicable law as evidenced by written notice, assessment or determination of any regulatory authority to WMI, whether or not a fine or penalty is included, assessed, levied or attached.

## Appendix 2

### Terms of Customer Service Agreement

**What we will collect.** We will collect residential refuse and commingled recyclables in carts we provide, within one week of your requesting services. You must place refuse and recyclable materials in the appropriate carts. There can only be extra bags with the 95-gallon service (limit 10 per week). If the resident has a 65-gallon cart, they will be charged for each bag. Please remember that the City requires you to put out carts for collection no earlier than 5:00 p.m. on the day before scheduled collection and retrieve them no later than 8:00 p.m. on the day of collection or 2 hours after collection, whichever is later.

We will not collect Hazardous Waste, including liquid Hazardous Waste, including, without limitation, paints, pesticides, petroleum derivatives such as motor oil and solvents. Explosive items also will not be accepted. If these items are identified in your trash, the unaccepted items will be set aside and not taken. For additional safe and legal disposal options, visit <http://www.sedgwickcounty.org/environment/recycling.html>. The Sedgwick County Department of Environmental Resources may also be contacted at 660-7200.

Recyclables include . . .

- Corrugated cardboard
- Chip board – cereal, pop, shoe boxes, etc.
- Newspapers/magazines/junk mail/phone books
- Other light colored paper
- Plastics #1-#7
- Steel cans
- Aluminum cans
- Clean aluminum foil
- Glass (glass food containers) brown, clear, green & etc.

**When we will Collect.** We will make collections once a week between the hours of 6:00 a.m. to 6:00 p.m. on the same day of the week indicated on your invoice (Monday through Friday) each week. If your scheduled collection day falls on or after a holiday, collection will be delayed by one day (Friday customers will have their collection on Saturday). The holidays we observe are New Year's Day, Thanksgiving, and Christmas. Should there be a permanent change in your scheduled collection day, we will notify you in advance. If we miss your collection, please call us and we will return to pick it up, without charge, on the same day if the driver is still in the City of Valley Center. If driver has already left the City of Valley Center WMI will pick up the missed stop the following day. We will resolve any other complaints within the same time period.

**Where we will pick up.** You must set your carts at the curb unless you have roll-out service. If we agree to collect on private driveways or pavement, we will ask you to sign a waiver of damage liability and/or indemnification.

**We can bring your carts out to the pick-up point (Roll-Out Service).** At no additional charge for residential customers who certify they are not able-bodied or are elderly (over the age of 65) and have no able-bodied person residing in their household, we will provide roll-out services (on-premise collection) of all weekly refuse collection services, and every other week of all recyclable materials, as well as one free-of-charge on-call curbside bulky item pickup per week. Roll-out Services are also available to any other customer upon request at an additional charge.

**Alternatives to fully-automated carts.** If you have space restrictions at your container storage or setout site, you may request alternatives to carts free of charge. For difficult to service areas, such as cul-de-sacs or hills, where automated collection vehicles cannot safely drive, we will provide manual collection and containers that are of the same capacity at an additional charge. We will also provide this service to any other customer upon request.

**Weight limitations of carts.** The weight limit for each automated cart is as follows: 95-gallon cart = 200 lbs, 65-gallon cart = 135 lbs.

**Replacement/removal/repair.** All replacements, repairs and removals will take place on the resident's next scheduled collection day. At no charge, we will deliver or exchange containers one time a year. The 2<sup>nd</sup> time within the same year there will be a cost of a Delivery and Pick-Up Fee. Please see charge listed on your subscription order. The same service pertains with carts with graffiti.

**On-Call Pickups of Bulky Items, excess Refuse and certain electronic devices.** You may request one on-call pickup of bulky items and certain electronic devices per week at no charge on your next regularly scheduled pickup day if you call us at least one week in advance. Examples of bulky items include discarded furniture (such as chairs, sofas, mattresses, box springs, and rugs); appliances (such as refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing and other similar items). Waste Management agrees to pick up miscellaneous items of a serviceable character, size and weight placed at the curb by customers, including but not limited to appliances that have been certified free of CFC's and HCFC's Refrigerants by a certified refrigeration technician. We will accept the following electronic devices: cathode ray tub (CRT) devices (including televisions and computer monitors); LCD devices (desktop monitors, laptop computers and televisions); and plasma televisions.

**When you must pay.** City will bill for services monthly. Bills will be mailed by City on the last business day of the month. The bills shall be due on the 15<sup>th</sup> of the following month. If the bill has not been paid by the 15<sup>th</sup>, a 10% penalty will be added. If the bill is still unpaid by the 20<sup>th</sup>, a reminder notice will be mailed stating the amount of the bill that must be paid by the 5<sup>th</sup> of the following month or the service will be discontinued and WMI will be notified by City to pick up cart. If the cart is picked up for a non-payment there is a \$15 charge for pick up and a \$15 charge for redelivery. There will be a charge and a \$30.00 fee on returned checks. The City will refund any overcharges (including advance payments for services that you subsequently cancel) within 60 days after we receive them.

**Where you can contact us.** You may call us regarding service or complaints toll free at [REDACTED] for residential customer service. Between 7:30 a.m. and 6:00 p.m. weekdays, except holidays and from 8:00 a.m. to 12:00 p.m. (noon) on Saturdays.

You may come to our office located at 4330 West 31<sup>st</sup> South, Wichita, KS 67215, or you may mail correspondence to our office address.

**We do not discriminate.** If you are entitled to service, we will not discriminate against you on account of race, creed, color, sex, gender, national origin, ancestry, religion, age, physical or mental disability, marital status, or political affiliation.

**Rights of Privacy.** We will observe and protect your rights of privacy and trade secrets. Unless you give us permission, we will not reveal any information identifying you or the composition or contents of your solid waste to any person except the City, or if required by law.

**Appendix 3****Records WMI is Required to Maintain and  
Make Available to City Periodically or Upon Request**

1. WMI will collect, record and maintain, at a minimum, information:
  - (a) that WMI must include in quarterly or annual reports;
  - (b) listed in this appendix; and required by applicable law.
2. WMI will promptly provide City with any additional information requested by City relevant to this Agreement or performance obligations.
3. WMI shall maintain and provide the following records in electronic format reasonably acceptable to City (such as Microsoft Excel spreadsheet or Access database files), as specified in this appendix.
  - (a) Tons of refuse, recyclables collected and delivered to the applicable solid waste management facility, including route number(s), truck number and WMI's weight ticket number for each load;
  - (b) List of customers with addresses and service subscription levels sufficient to allow city to corroborate amounts payable under this Agreement, including the original billing data from which WMI prepared City invoices, rate; the total number of customers per route number.
  - (c) Number of containers per route by size of containers and number distributed per day (with size, and customer's address and frequency of collection per week); requests received from customers to change frequency of services or size of containers
  - (d) Subscription and billing records as required by this Agreement;
  - (e) Records of individual account requests for bulky item collection;
  - (f) A list of premises to which City has notified WMI that it is not obligated to provide collection;
  - (g) Log of Customers that WMI has notified the City who or which should have received non-collection notices;
  - (h) Vehicle safety compliance reports issued pursuant to applicable law;
  - (i) Vehicle registration certificates;
  - (j) Vehicle maintenance logs; and
  - (k) Number of customer calls and customer hang-ups for all customers serviced by WMI, but not split out for City of Valley Center.

#### Appendix 4

#### Required Reports

1. Quarterly Reports (due the 30<sup>th</sup> of the month following close of quarter)
  - (a) Copy of notices to customers distributed to City and list of public awareness activities performed
  - (b) Tonnage collected for recycling and trash programs
  - (c) Status of transition plan implementation (during year 1)
  - (d) Report of non-franchised hauling reported to City (date, location of violation, facts involved, action taken by WMI)
  - (e) Report of mandatory service notices (date of written notice provided to City, address, date service started)
  - (f) Report of service exemptions processed (date received, name, address, date exemption approved/denied)
  - (g) Any other pertinent information directed by the City of Valley Center
  - (h) WMI shall represent and warrant to City that it has met its Service obligations during the quarter, or identify and explain any exceptions.
  
2. Annual Reports (due on March 1st for the preceding contract year)
  - (a) School or other public presentations, including the date, location, contact person, grade in school (if applicable), number of students/audience members, topic, comments/strategies for improvement (e.g. changes to curricula)
  - (b) Inquiries and complaints received, including:
    - i. Date & time received, name, address, nature of inquiry/complaint, resolution
    - ii. Damage to customer property
    - iii. Date, name, address, nature of claim, resolution
  - (c) Service provided at special events, including date, location, event name, contact person, services provided, tonnage, charges billed or waived
  - (d) Updated collection route maps
  - (e) Vehicle inspection reports
  - (f) Report on all litter spilled or leaks (date, location, type and quantity of material spilled/leaked, proximity to any waterway or storm drain, remedial action including reporting to appropriate authorities)
  - (g) Employee training provided, including:
    - i. Customer complaint & billing dispute protocol
    - ii. Driver training (operational and safety)
  - (h) Update of key personnel
  - (i) Abandoned waste, including date, location, yardage, charges billed, contact person
  
3. Each required report shall be executed by an authorized WMI representative. The district controller of WMI (or other person reasonably satisfactory to City) shall certify financial reports in substantially the following form:

“I declare, under penalty of perjury of the laws of the State of Kansas, that I am familiar with the financial transaction of WMI and am responsible for keeping and maintaining its financial records, including customer account information thereof; that I have reviewed the [insert date and description of accompanying financial statement]; and that to the best of my knowledge and belief, the information contained therein is true, correct, and complete.”

**Appendix 5**  
**Liquidated Damages**

“SECTION” column describes performance obligations (including timeliness) to which the liquidated damages apply.

“BREACH” column summarizes obligations for ease of Agreement administration and enforcement, but breach is determined by noncompliance with the referenced Section.

“LIQUIDATED DAMAGES” column lists the liquidated damages applicable to each type of breach and is a “per day” amount. For example, failure to correct a missed pickup would result in liquidated damages on the day of the scheduled pickup and each following day until corrected.

<b>SECTION</b>	<b>BREACH</b>	<b>LIQUIDATED DAMAGES</b>
9	failure to correct a missed refuse pickup for any Customer within 48 hours	\$10 per Customer per day
9	failure to correct a missed recyclables pickup for any Customer within 48 hours	\$10 per Customer per day
9	failure to observe collection hours	\$100 per failure
10	failure to timely exchange, remove, deliver, repair or replace container, (within 48 hours)	\$10 per failure
18	failure to provide City access to records of complaints	\$25 if not provided within 7 days of request; \$100 for each week
7	failure to timely return a City call in event of emergency	\$250 per occurrence
7	failure to record or timely respond to and resolve a Customer complaint	\$25 per failure/per Customer
17	failure to observe WMI office hours	\$100/failure
5; APP 2	failure to timely distribute required Recycling program promotional materials or inform Customer of Recycling	\$100/failure
11	failure to timely provide updated routs and map sheets	\$250/failure
7	failure to clean up litter spilled by WMI employees	\$10/failure/spill location
7	failure to timely compensate Customer, or to repair or replace damaged pavements, utilities or Customer property	\$150/failure/Customer
7	failure to return City calls	\$100/breach after 1 in month
7	failure to timely meet with City	\$250/breach over 1 each contract year
7	failure to deliver Solid Waste to a legally permitted disposal facility	\$1,000/first load; \$5,000/2 <sup>nd</sup> or subsequent load
7	failure to timely remedy any Violation of the City Code committed by WMI	\$100/failure
7	conviction of Violation under the City Code	\$250/case
APP 4; APP 5	failure to complete and timely submit a required report to City	\$250/failure/day until complete report delivered
APP 3	failure to timely submit or properly format any required documentation to City	\$100/failure

Appendix 6

Worksheet for Calculating Effect of Increased Landfill  
Regulatory Fees on Customer Rates

(Actual % increase in tipping fees if applicable will be applied to 33% of base rate)

Need formula...

Current Disposal Rate \$55 per ton

Example:

New disposal rate \$57 per ton = 3.636% increase

33% of base rate (\$11.90) = \$3.92

\$3.92 (33% of base) x 3.636% (% of actual increase) = \$.14

New base rate after applicable increase in tipping fees = \$12.04

**NEW BUSINESS****B. ORDINANCE 1217-10, REMOVAL OF DANGEROUS OF UNSAFE STRUCTURE AT 500 N PARK:**

An Ordinance authorizing and directing the removal of certain unsafe and dangerous structures located at lot 12 Park Avenue, Carpenter's Addition in the City of Valley Center, Sedgwick County, Kansas, also known and referred to as 500 N. Park, in the City of Valley Center, Sedgwick County, Kansas; Authorizing the financing of the costs of such removal by the sale of salvage from such structure, if any, and/or from the General Fund of the City; and levying of Special Assessments against the lots or parcels of land on which such structures are located.

- Community Development Officer Memo
- Ordinance 1217-10

Should Council choose to proceed,

**RECOMMENDED ACTION:**

Staff recommends motion to table action until November 2, 2010 in an effort to contact property owner.

**DATE:** September 28, 2010

**TO:** Honorable Mayor McNown  
City Council

**FROM:** Eldon G. Miller, AICP, CFM, Community Development Officer

**RE:** 500 N. Park Dangerous Structure

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**Proposed Agenda Date:** October 5, 2010

**Background:**

- On March 29, 2010; Cindy Plant, Code Compliance Officer sent a letter to the property owner reference the garage and has not heard from them.
- On June 4, 2010; 18<sup>th</sup> Judicial District Court, Sedgwick Court, Sedgwick County, Kansas Civic Department issued a Administrative Search Warrant for this address.
- Cindy Plant, Code Compliance Officer; Jared Truman, Sedgwick County Building Inspector; Bud Lett Sedgwick County Building Inspector/Plans Examiner and I inspected the property on June 4, 2010 at 1:00 p.m.
- Bud Lett has a written report that is enclosed.
- On June 7, 2010 Public Works boarded up the property per the search warrant and Barry Arbuckle; City Attorney and the property was plaque.
- On July 6, 2010; the detached garage was torn down.
- Dennis Cook, P.E., PEC and I inspected the property on July 27, 2010 at 1:00 p.m.
- Dennis Cook, P.E. will have a written report and will be at the Public Hearing.
- On August 3, 2010 City Council passed Resolution No. 576-10 giving the property owner 45 days to make necessary repairs.
- Property owner has not applied for a building permit to make the necessary repairs.

**Financial Considerations:**

- Costs to the city if the city has to demo the property.
- However, per proposed Ordinance any costs to the city less salvage shall be collected as provided by K.S.A. 12-1,115 and amendments.

**Legal Considerations:**

- City has the legal authority to order the property to be demolished per City Code 14.28.

**Policy Considerations:**

- City will have to assess whether the costs of leaving the structure as is (i.e. the safety of the public) outweighs the costs of repair or removing the structure.

**Recommendation:**

1. Adopt Ordinance No. 1217-10 and direct staff to cause structure to be razed and removed and the premises made safe and secure.

**ORDINANCE NO. 1217-10**

**A ORDINANCE AUTHORIZING AND DIRECTING THE REMOVAL OF CERTAIN UNSAFE AND DANGEROUS STRUCTURES LOCATED AT LOT 12 PARK AVENUE, CARPENTER'S ADDITION IN THE CITY OF VALLEY CENTER, SEDGWICK COUNTY, KANSAS, ALSO KNOWN AND REFERRED TO AS 500 N. PARK, IN THE CITY OF VALLEY CENTER, SEDGWICK COUNTY, KANSAS; AUTHORIZING THE FINANCING OF THE COSTS OF SUCH REMOVAL BY THE SALE OF SALVAGE FROM SUCH STRUCTURE, IF ANY, AND/OR FROM THE GENERAL FUND OF THE CITY; AND LEVYING OF SPECIAL ASSESSMENTS AGAINST THE LOTS OR PARCELS OF LAND ON WHICH SUCH STRUCTURES ARE LOCATED.**

**WHEREAS, the governing body did after proper notice and hearing as provided by law make findings by Resolution No. 576-10, dated August 3, 2010, that the structures hereinafter described are unsafe and dangerous and did direct the owner of such structures to repair or remove the same and make the premises safe and secure, together with a statement that if the owner failed to commence the repair or removal within the time fixed by such resolution or failed to diligently prosecute the same until the work was completed, the city would cause the structures to be razed and removed; and,**

**WHEREAS, such resolution was published in the official city newspaper and copies of such resolution was mailed to each owner, agent, lienholder of record and occupant of such structures and all other parties having any legal or equitable interest in the property, or was otherwise served as required by law; and,**

**WHEREAS, the owner has wholly failed to commence the repair or removal of said structures;**

**Now Therefore, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF VALLEY CENTER, KANSAS:**

**Section 1. The enforcing officer is hereby authorized and directed to cause the structure located on Lot 12 Park Avenue, Carpenter's Addition in the City of Valley Center, Sedgwick County, Kansas, also commonly known and referred to as 500 N. Park of said city to be razed and removed and the premises made safe and secured, and for this purpose is authorized to invite bids, negotiate a contract, or cause the work to be done by city employees.**

**Section 2. The enforcing officer shall keep an account of the costs of the work and may sell salvage from such structures and shall keep an account of the receipts therefrom as provided by law.**

**Section 3. All cost incurred by the city in the razing and removal of such structures and the making of the premises safe and secured shall be paid from moneys received from the sale of salvage therefrom and all moneys in excess of that necessary to pay such cost shall, after the payment of all costs, be paid to the owner and the premises upon which said structures were located; PROVIDED, that if**

**there is no salvage or if the proceeds received from the sale of salvage is insufficient to pay the costs of such work, such costs or any portion thereof in excess of the amount received from the sale of salvage shall be assessed as a special assessment against the lots or parcels of land on which the structures were located and may be financed until the assessment is paid out of the general fund of the city and/or may be pursued as a personal debt pursuant to the procedure allowed under K.S.A. 12-1,115 and any amendments thereto.**

**Section 4. This ordinance shall be in full force and effect from and after its adoption and publication in the official city newspaper.**

**ADOPTED AND APPROVED by the Governing Body, this 5<sup>th</sup> day of October, 2010.**

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

**ATTEST:**

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

## **NEW BUSINESS**

### **C. REQUEST FROM VETERAN'S CELEBRATION COMMITTEE:**

- Requirements

Should Council choose to proceed,

### **RECOMMENDED ACTION:**

Staff recommends motion to approve / deny request of Veterans Celebration Committee to provide sponsorship for 'Moving Wall'.



## The Moving Wall™ Sponsorship Requirements

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### What are the exact financial obligations of the sponsor?

Basically, to defray the operating expenses of the display as follows:

#### For non-profit organizations (veteran, civic, schools, etc.)

- Minimum seven day display: \$4,000.00
- Each additional day: 550.00

**For corporations and businesses — when it is determined that media coverage will be virtually free advertising that undoubtedly benefits any individual or business, or when the display site is other than public parks or schools)**

- Minimum seven day display: \$6,000.00
  - Each additional day: 900.00
  - The display fees are used solely for the operating expenses of the Memorial Fund, such as fuel and oil for transporting the memorial, office/shop/warehouse rent and maintenance; telephone; utilities; vehicle payments and maintenance; insurance policies covering bodily injury, property damage and liability for vehicles, completed operations (displays), and premises; etc.
- 

### Are there other costs to have The Moving Wall?

As far as direct financial obligations to The Moving Wall, the display fee is all that is required. However, there are usually other costs incurred by sponsors besides those directly paid to the Memorial Fund (i.e., lodging, printing, lighting, staging, portable toilets, etc.).

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### Can The Moving Wall's display be used to raise funds for a local project?

The Moving Wall was not created to be a “fundraising device.” It is expressly understood that any and all moneys raised for the display of The Moving Wall will only be used to pay expenses directly related to the display of The Moving Wall. All excess moneys resulting after all sponsor’s expenses relating directly to the display have been paid will be used solely for the maintenance and upkeep of The Moving Wall and for the maintenance, upkeep and storage of

the articles left at The Moving Wall by visitors. This is not to make the Memorial Fund of VCV, Ltd. rich. It is to insure that this memorial is not used or abused.

The sponsor will not collect donations, sell merchandise, or solicit memberships for any reason within 100 yards of the memorial site. Two donation boxes, accountable by the Memorial Fund of VCV, Ltd. will be placed at the site for any unsolicited contributions visitors may wish to make towards the continued upkeep and maintenance of The Moving Wall.

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### **What about the articles left at The Moving Wall?**

All items (medals, notes, letters, photographs, etc.) left at The Moving Wall are collected on the last day, marked and boxed, then shipped to the VCV, Ltd. office for storage in their warehouse. When The Moving Wall has fulfilled its need, a permanent museum will be constructed where The Moving Wall and all artifacts will be displayed as a permanent historical record. These items were left at The Moving Wall. They were not placed there as souvenirs for the sponsor, VCV, Ltd., or other visitors. They remain with The Moving Wall.

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### **What about the Directory of Names?**

The Memorial Fund will provide two (2) copies of the Directory of Names that will be mailed to each sponsor several months prior to The Moving Wall's arrival.

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19-Nov-2006

## **CONSENT AGENDA**

### **A. YEAR TO DATE CITY BUDGET REPORT:**

### **B. RECOGNITION OF CITY CLERK:**

### **RECOMMENDED ACTION:**

Staff recommends motion to approve the Consent Agenda as presented.

## **CONSENT AGENDA**

### **A. YEAR TO DATE CITY BUDGET REPORT:**



# Year to Date CITY STATUS REPORT

Thru September 2010

## PERFORMANCE AT A GLANCE

	CURRENT MONTH	YEAR TO DATE	REFERENCE
<b>GENERAL FUND</b>			
General Fund Exp vs Rev	\$29,600	\$306,600	POSITIVE
Property Tax Revenue	\$26,700	\$849,400	POSITIVE
Sales Tax	\$41,400	\$302,100	POSITIVE
YTD Exp with Budget Lines		69.05%	POSITIVE
<b>UTILITY FUNDS</b>			
Water Utility Exp vs Rev	\$2,600	(\$77,700)	WARNING
Water User Fees	\$95,500	\$793,200	WARNING
Sewer Utility Exp vs Rev	\$47,000	\$74,500	POSITIVE
Sewer User Fees	\$73,800	\$597,000	POSITIVE
Stormwater Utility Exp vs Rev	\$2,000	\$31,000	NEGATIVE
Stormwater User Fees	\$3,000	\$34,000	NEGATIVE

### PERFORMANCE INDICATORS

POSITIVE	= Positive variance or negative variance < 1% compared to seasonal trends
WARNING	= Negative variance of 1-4% compared to seasonal trends.
NEGATIVE	= Negative variance of > 4% compared to seasonal trends.

<b>ECONOMIC INDICATORS</b>	
<b>National Economy</b>	
<p><b>National GDP:</b> ↓ GDP is defined as the output of goods and services produced by labor and property located in the United States. The Bureau of Economic Analysis reported that the GDP for the second quarter of 2010 increased at a rate of 2.4%. In the first quarter of 2010 GDP increased at a rate of 3.7%.</p> <p><b>Interest Rates:</b> --- The Federal Open Market Committee met on August 10<sup>th</sup> and the outcome of the meeting was maintaining the Federal Funds interest rate to float between 0% and 0.25%.</p>	<p><b><u>Major Fund Overview</u></b></p> <p><b>General Fund-</b> The budgeted revenue for the fund is \$2,248,900, to date the fund has collected \$1,750, 200 or 78% of budgeted revenue. Revenue forecasts have the fund collecting slightly more revenue than anticipated due to strong sales tax collections and an increase in delinquent property tax collections.</p> <p>Expenditures to date are \$1,449,400 which represents 69% of budgeted expenditures. Expenditures for FY10 are estimated to finish the year below budget due in part to staff cutting certain costs and the implementation of various other cost saving measures.</p> <p><b>Employee Benefit Fund-</b> Expenditures are budgeted at \$600,600, and are currently estimated to finish the year within 3 percent of that target. Expenditures are slightly higher than estimated partially due to the increased cost of workman’s compensation insurance.</p> <p><b>Water Utility Fund-</b> Expenditures are expected to be greater than revenues by approx. \$100,000 at year’s end. Scheduled rate increases and other cost saving measures will close the gap in FY 11. Revenue collection is currently at 77 percent of budget revenue for 2010. Charges for service are anticipated to exceed budgeted revenue by 4 percent due to high usage during the unseasonably hot/dry weather during the months of June, July and August.</p> <p><b>Sewer Utility Fund-</b> To date the fund has collected \$597,000 in revenue which is 81 percent of budgeted revenue. Collections should exceed budgeted revenue by 9 percent as a result of the recently adopted rate schedule. The additional revenue will reduce the reliance on fund balance.</p> <p><b>Stormwater Utility Fund-</b> FY 10 will represent the first full year of revenue collections for the fund. Revenue is estimated to end the year 7 percent below budget, expenditures have been adjusted accordingly.</p>
<b>UNEMPLOYMENT RATES</b>	
<p><b>National:</b> --- The National Unemployment rate for July 2010 remained unchanged at 9.5%.</p> <p><b>State:</b> ↑ According to August 2010 estimates, Kansas businesses gained 6,900 jobs over the year, a 0.5 percent increase. This is the second consecutive month of over-the-year gains for total non-farm employment since October 2008..</p> <p><b>County:</b> --- Sedgwick County has an unemployment rate of 8.1%, compared the national average of 6.9%. According to the data, the number of Wichita, Kansas jobs has decreased by 33% since January 2009.</p>	
<b>BUILDING ACTIVITY</b>	
<p><b>Local:</b> ↑ City Building permits issued YTD is 24. 28 new home permits were issued in 2009 and 33 were issued in 2008.</p>	

## **CONSENT AGENDA**

### **B. RECOGNITION OF CITY CLERK:**



September 22, 2010

Mayor Michael McNown and City Council  
City of Valley Center  
P. O. Box 188  
Valley Center, KS 67147

Dear Mayor McNown and City Council:

City Clerk Kristine Polian has been awarded the designation of Certified Municipal Clerk from the International Institute of Municipal Clerks.

To receive this designation, Kristine completed a 3-year, 100-hour educational program sponsored by the City Clerks and Municipal Finance Officers Association of Kansas and Wichita State University. The program included training in the areas of Administrative Law, Public Administration, Organization and Management, Fiscal Policy and Budgeting, Government Planning, Interpersonal Communication, Personnel Administration, Public Relations, Contemporary Problems in Government, Cash Management and Investment, and Records Management.

Acknowledging this achievement, we also want to recognize the Valley Center Mayor, Council and City Administrator who provided financial support and encouragement to Kristine to attend the Certification Institute. We commend you for recognizing the value of the Municipal Clerks' Certification Program, and we are sure you will also support the continuing education required to maintain the Certified Municipal Clerk designation.

This is a great achievement for Kristine and demonstrates her continuing commitment to the profession and to the community she serves.

Sincerely,

*Marian Cook*  
Marian Cook, MMC  
CCMFOA, President

cc: Kristine Polian, City Clerk  
✓ Joel Pile, City Administrator

## **STAFF REPORTS**

**A. City Clerk Polian**

**B. Chief of Police Hephner**

**C. Fire Chief Tormey**

**D. Community Development Officer Miller**

**E. City Superintendent Dunn**

**F. Environmental Services Officer Plant**

**G. Parks & Public Buildings Superintendent Owings**

**H. City Engineer Kelsey**

**I. City Attorney Arbuckle**

**J. City Administrator Pile**

## **GOVERNING BODY REPORTS**

**A. Mayor McNown**

**B. Councilmember K. Jackson**

**C. Councilmember Maschino**

**D. Councilmember Nordstedt**

**E. Councilmember Campbell**

**F. Councilmember Cicirello**

**G. Councilmember Gerling**

**H. Councilmember Hobson**

**I. Councilmember L. Jackson**

**ADJOURN**