

# CITY OF VALLEY CENTER

## FINAL AGENDA

January 13, 2011

*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.*

## January 18, 2011

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INVOCATION: MINISTERIAL ALLIANCE**
4. **PLEDGE OF ALLEGIANCE**
5. **APPROVAL OF AGENDA** p 3
6. **CLERKS AGENDA** p 4
  - A. Minutes p 4
    - January 4, 2011 Council Meeting p 5
  - B. Appropriation Ordinance p 8
  - C. Treasurer's Report December 2010 *Item moved to February Meeting*
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  - A. Revenue and Expense Report, December 2010 p 59
  - B. Review & Approval of 2011 Emergency Water Supply Plan p 72
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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 January 4, 2011 Regular Council Meeting as prepared by the City Clerk.

### **RECOMMENDED ACTION:**

Staff recommends motion to approve the January 4, 2011 Regular Council Meeting Minutes as presented / amended

REGULAR COUNCIL MEETING  
JANUARY 4, 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, Harrison Gerling, Al Hobson and Lionel Jackson.

Members absent: None

Staff Present: Joel Pile, City Administrator  
Kristine Polian, City Clerk  
Richard Dunn, City Superintendent  
Robert Tormey, Fire Captain  
Mark Hephner, Police Chief  
Neal Owings, Parks Superintendent  
Eldon Miller, Community Development Officer  
Mike Kelsey, City Engineer  
Barry Arbuckle, City Attorney

Press present: The Ark Valley News

#### **APPROVAL OF THE AGENDA**

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

#### **CLERK'S AGENDA**

##### MINUTES- DECEMBER 21, 2010 REGULAR COUNCIL MEETING

Nordstedt moved, second by Cicirello to approve the Minutes from the December 21, 2010 Regular Council Meeting as presented. Vote yea: unanimous. Motion carried.

##### APPROPRIATION ORDINANCE- 01/04/2011

Hobson moved, second by Cicirello, to approve Appropriation Ordinance No. 01/04/2011 as presented. Vote yea: unanimous. Motion carried.

#### **COMMITTEES AND COMMISSIONS**

##### MINUTES FOR COUNCIL REVIEW

**Edna Buschow Memorial Library Board Meeting Minutes, November 8, 2010.**

**OLD BUSINESS****ZONING REGULATION AMENDMENT, ORDINANCE 1223-10, 2<sup>ND</sup> READING**

Cicirello moved, second by L. Jackson, to adopt Ordinance 1223-10, approving and incorporating by reference certain Zoning Regulations governing the use of land and the location of buildings within the City of Valley Center, for 2<sup>nd</sup> Reading. Vote yea: unanimous. Motion carried.

**CONSENT AGENDA**

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

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

Reminded everyone the deadline to submit candidate filing documents to the City for the 2011 General Election is January 25 at Noon.

**COMMUNITY DEVELOPMENT OFFICER**

Said there would be a workshop for Planning Commission and Site Plan members on January 15 from 9:00 a.m. to 2:00 p.m. for anyone that wants to attend.

**PARKS SUPERINTENDENT OWINGS**

Stated the tree recycling site in Valley Center is at Veteran's Park and will be open for drop-off through January 23.

**CITY ENGINEER KELSEY**

Said he plans to bid the sewer rehab project by February 9 and hopes to begin the project mid-March.

**CITY ADMINISTRATOR PILE**

Said the Library Board has asked to present the updates on the fundraising for the new library. Also said he hopes to present a proposal on the Animal Shelter. Both presentations should be at the January 18 Council meeting.

**GOVERNING BODY REPORTS****COUNCILMEMBER NORDSTEDT**

Commended Staff on their hard work in implementing the new programs/ increases in rates as of January 1.

**COUNCILMEMBER CAMPBELL**

Said he appreciates the general updates City Administrator Pile has been providing recently.

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

**Meeting adjourned at 7:11 p.m.**

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**Kristine Polian, City Clerk**

## **CLERK'S AGENDA**

### **B. APPROPRIATION ORDINANCE:**

Below is the proposed Appropriation Ordinance for January 18, 2011 as prepared by City Staff.

#### January 18, 2011 Appropriation

2010 Expenses	<u>\$ 393,443.84</u>
Total	<b>\$ 393,443.84</b>

#### *RECOMMENDED ACTION:*

Staff recommends motion to approve the January 18, 2011 Appropriation Ordinance as presented / amended.

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
A T & T	12/25/10 PH & DATA SVCS	GENERAL FUND	POLICE	74.65
	12/25/10 PH & DATA SVCS	GENERAL FUND	EMERGENCY COMMUNICATIO	149.30
	12/25/10 PH & DATA SVCS	GENERAL FUND	EMERGENCY COMMUNICATIO	74.65
	12/25/10 PH & DATA SVCS	WATER OPERATING	NON-DEPARTMENTAL	320.40
	12/25/10 PH & DATA SVCS	WATER OPERATING	NON-DEPARTMENTAL	299.66
	TOTAL:			918.66
A T & T KANSAS	12/9/10-1/1/11 PHONE SVCS	GENERAL FUND	ADMINISTRATION	264.15
	12/9/10-1/1/11 PHONE SVCS	GENERAL FUND	LEGAL & MUNICIPAL COUR	34.57
	12/9/10-1/1/11 PHONE SVCS	GENERAL FUND	POLICE	207.84
	12/9/10-1/1/11 PHONE SVCS	GENERAL FUND	FIRE	34.97
	12/9/10-1/1/11 PHONE SVCS	GENERAL FUND	EMERGENCY COMMUNICATIO	182.11
	12/9/10-1/1/11 PHONE SVCS	GENERAL FUND	PARKS AND PUBLIC GROUN	52.14
	INTERNET SVCS	GENERAL FUND	PARKS AND PUBLIC GROUN	65.00
	12/9/10-1/1/11 PHONE SVCS	WATER OPERATING	NON-DEPARTMENTAL	133.23
	12/9/10-1/1/11 PHONE SVCS	WATER OPERATING	NON-DEPARTMENTAL	34.96
	12/9/10-1/1/11 PHONE SVCS	WATER OPERATING	NON-DEPARTMENTAL	40.01
	12/9/10-1/1/11 PHONE SVCS	SEWER OPERATING	NON-DEPARTMENTAL	185.87
	TOTAL:			1,234.85
	AFLAC	FV184033-ACCIDENT	GENERAL FUND	NON-DEPARTMENTAL
P6996294-ACCIDENT		GENERAL FUND	NON-DEPARTMENTAL	32.20
PJ720568-ACCIDENT		GENERAL FUND	NON-DEPARTMENTAL	24.10
FU215449-ACCIDENT		GENERAL FUND	NON-DEPARTMENTAL	24.10
FV184034-STD		GENERAL FUND	NON-DEPARTMENTAL	39.40
FU342670-STD		GENERAL FUND	NON-DEPARTMENTAL	37.96
PJ720569-CANCER		GENERAL FUND	NON-DEPARTMENTAL	22.70
FU215450-CANCER		GENERAL FUND	NON-DEPARTMENTAL	32.11
F6996300-ACCIDENT		WATER OPERATING	NON-DEPARTMENTAL	26.20
FW002502-ACCIDENT		WATER OPERATING	NON-DEPARTMENTAL	35.36
TOTAL:			317.43	
AMANDA PARK	10 & 11/2010 MILEAGE	GENERAL FUND	ADMINISTRATION	30.62
	XMAS PURCH-CITY	GENERAL FUND	ADMINISTRATION	20.28
	TOTAL:			50.90
BANK OF AMERICA, N.A.	CAS F090810000480 REC REQ	GENERAL FUND	LEGAL & MUNICIPAL COUR	25.94
	TOTAL:			25.94
BOYD'S WELDING	REPAIR STEEL STEPS-PW	GENERAL FUND	PARKS AND PUBLIC GROUN	100.00
	TOTAL:			100.00
CITY ATTORNEYS ASSN OF KS	2010 FALL CONF-ARBUCKLE	GENERAL FUND	LEGAL & MUNICIPAL COUR	50.00
	TOTAL:			50.00
CITY OF WICHITA	11/2010 BIOSOLIDS HAULG	SEWER OPERATING	NON-DEPARTMENTAL	4,200.00
	TOTAL:			4,200.00
CIVIC PLUS	12/2010 SPAM FILTERING	GENERAL FUND	ADMINISTRATION	27.04
	12/2010 SPAM FILTERING	GENERAL FUND	LEGAL & MUNICIPAL COUR	2.08
	12/2010 SPAM FILTERING	GENERAL FUND	COMMUNITY DEVELOPMENT	3.12
	12/2010 SPAM FILTERING	GENERAL FUND	POLICE	22.88
	12/2010 SPAM FILTERING	GENERAL FUND	FIRE	26.00
	12/2010 SPAM FILTERING	GENERAL FUND	EMERGENCY COMMUNICATIO	9.36
	12/2010 SPAM FILTERING	GENERAL FUND	PARKS AND PUBLIC GROUN	4.16
	12/2010 SPAM FILTERING	GENERAL FUND	ENVIRONMENTAL SERVICES	1.04

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	12/2010 SPAM FILTERING	SPECIAL HIGHWAY	SPECIAL HIGHWAY	1.04
	12/2010 SPAM FILTERING	WATER OPERATING	NON-DEPARTMENTAL	5.20
	12/2010 SPAM FILTERING	STORMWATER UTILITY	INVALID DEPARTMENT	2.08_
			TOTAL:	104.00
COX COMMUNICATIONS	12/21-1/20 545 W CLAY	GENERAL FUND	PARKS AND PUBLIC GROUN	19.98
	12/21-1/20 545 W CLAY	SPECIAL HIGHWAY	SPECIAL HIGHWAY	19.98
	12/21-1/20 545 W CLAY	WATER OPERATING	NON-DEPARTMENTAL	20.00
	12/21-1/20 545 W CLAY	SEWER OPERATING	NON-DEPARTMENTAL	19.99_
			TOTAL:	79.95
CRAIN CHEMICAL	RUBBERIZED COATING	SEWER OPERATING	NON-DEPARTMENTAL	127.67_
			TOTAL:	127.67
DECKER ELECTRIC	REPAIR H2O TWR LIGHTS	GENERAL FUND	PARKS AND PUBLIC GROUN	2,513.42_
			TOTAL:	2,513.42
DRS CRUMM & TODD, PA	SEP - NOV 2010	GENERAL FUND	NON-DEPARTMENTAL	45.00_
			TOTAL:	45.00
EDNA BUSCHOW	12/2010 INTRA-DEPT TAX DI	LIBRARY	NON-DEPARTMENTAL	24,502.54_
			TOTAL:	24,502.54
FLUID EQUIPMENT COMPANY	BRUSH KIT W/CLIPS; SCREWS	SEWER OPERATING	NON-DEPARTMENTAL	1,872.00_
			TOTAL:	1,872.00
FOSTER & ASSOCIATES,	PLNG SVCS 11/1-12/17/10	GENERAL FUND	COMMUNITY DEVELOPMENT	166.43_
			TOTAL:	166.43
HEINZ CONSTRUCTION	REPLACE APPROACH 18'x14'	WATER OPERATING	NON-DEPARTMENTAL	1,260.00_
			TOTAL:	1,260.00
INTERLINGUAL SERVICES	INTERPRETING SVCS 11/10	GENERAL FUND	LEGAL & MUNICIPAL COUR	60.00_
			TOTAL:	60.00
INTRUST BANK N.A.	EMP DEDUCT-GENERAL	GENERAL FUND	NON-DEPARTMENTAL	3,847.48
	EMP FICA & MEDICARE	GENERAL FUND	NON-DEPARTMENTAL	3,464.94
	EMP DEDUCT-GENERAL	GENERAL FUND	NON-DEPARTMENTAL	82.13
	EMP FICA & MEDICARE	GENERAL FUND	NON-DEPARTMENTAL	269.36
	EMP DEDUCT-SP STS	SPECIAL HIGHWAY	NON-DEPARTMENTAL	383.25
	EMP FICA & MEDICARE	SPECIAL HIGHWAY	NON-DEPARTMENTAL	394.94
	EMPR BENEFITS-MEDIC	SPECIAL HIGHWAY	SPECIAL HIGHWAY	74.86
	EMPR BENEFITS-FICA	SPECIAL HIGHWAY	SPECIAL HIGHWAY	320.08
	EMP DEDUCT-WATER	WATER OPERATING	NON-DEPARTMENTAL	748.95
	EMP FICA & MEDICARE	WATER OPERATING	NON-DEPARTMENTAL	699.48
	EMPR BENEFITS-MEDIC	WATER OPERATING	NON-DEPARTMENTAL	132.59
	EMPR BENEFITS-FICA	WATER OPERATING	NON-DEPARTMENTAL	566.89
	EMPR BENEFITS-MEDIC	STORMWATER UTILITY	INVALID DEPARTMENT	656.75
	EMPR BENEFITS-FICA	STORMWATER UTILITY	INVALID DEPARTMENT	2,808.19
	EMPR BENEFITS-MEDIC	STORMWATER UTILITY	INVALID DEPARTMENT	51.09
	EMPR BENEFITS-FICA	STORMWATER UTILITY	INVALID DEPARTMENT	218.27
	EMP DEDUCT-SEWER	SEWER OPERATING	NON-DEPARTMENTAL	262.62
	EMP FICA & MEDICARE	SEWER OPERATING	NON-DEPARTMENTAL	257.34
	EMPR BENEFITS-MEDIC	SEWER OPERATING	NON-DEPARTMENTAL	48.78
	EMPR BENEFITS-FICA	SEWER OPERATING	NON-DEPARTMENTAL	208.56_
			TOTAL:	15,496.55

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
INTRUST CARD CENTER	10/2010 BLDG PERMITS	GENERAL FUND	NON-DEPARTMENTAL	1,197.96
	2011 GARN REF-RENEW	GENERAL FUND	ADMINISTRATION	325.00
	IPMA-HR RENEWAL	GENERAL FUND	ADMINISTRATION	145.00
	10/20-11/10 OVERAGES	GENERAL FUND	ADMINISTRATION	212.39
	LUNCH MTG-D BAXA	GENERAL FUND	ADMINISTRATION	19.00
	T-SHIRTS: WLNS COMM	GENERAL FUND	ADMINISTRATION	120.00
	OKI PRINTER TONERS	GENERAL FUND	ADMINISTRATION	1,099.43
	2011 CITY CMB LICENS	GENERAL FUND	ADMINISTRATION	23.90
	(50) REAMS OF PAPER	GENERAL FUND	ADMINISTRATION	197.50
	(2750) TIMECARDS	GENERAL FUND	ADMINISTRATION	157.45
	2011 PLNG CALENDAR	GENERAL FUND	ADMINISTRATION	39.44
	MISC OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	302.91
	PRINTING OVERAGES	GENERAL FUND	LEGAL & MUNICIPAL COUR	27.51
	LABEL MACH, FLDRS	GENERAL FUND	LEGAL & MUNICIPAL COUR	86.07
	BOXES & PLANNER	GENERAL FUND	LEGAL & MUNICIPAL COUR	34.18
	LABELS	GENERAL FUND	LEGAL & MUNICIPAL COUR	8.41
	NAME TAGS-PLNG COMM	GENERAL FUND	COMMUNITY DEVELOPMENT	27.20
	VETS PRGM-BAKED GDS	GENERAL FUND	COMMUNITY DEVELOPMENT	79.84
	VETS PRGM 11/6-FOOD	GENERAL FUND	COMMUNITY DEVELOPMENT	114.65
	VETS PRGM 11/6-FOOD	GENERAL FUND	COMMUNITY DEVELOPMENT	111.96
	VETS PRGM 11/6-FLORA	GENERAL FUND	COMMUNITY DEVELOPMENT	102.57
	VETS PRGM 11/6-FOOD	GENERAL FUND	COMMUNITY DEVELOPMENT	26.91
	VETS PRGM 11/6-FOOD	GENERAL FUND	COMMUNITY DEVELOPMENT	8.00
	POSTAGE-POLICE DEPT	GENERAL FUND	POLICE	8.00
	POSTAGE-XMAS CARDS	GENERAL FUND	POLICE	51.43
	POSTAGE-TOPEKA	GENERAL FUND	POLICE	2.95
	FO TRNG-A ADAMS	GENERAL FUND	POLICE	140.00
	LEADERSHIP TRNG-AA	GENERAL FUND	POLICE	125.00
	LEADERSHIP TRNG-JG	GENERAL FUND	POLICE	125.00
	KU CONTINUED ED	GENERAL FUND	POLICE	303.33
	PRINTING OVERAGES	GENERAL FUND	POLICE	27.51
	BUSINESS CARDS-AA	GENERAL FUND	POLICE	217.00
	HOLIDAY CARDS	GENERAL FUND	POLICE	113.95
	BOOK-"...ART OF PERS	GENERAL FUND	POLICE	15.09
	UNIFORM SHIRTS	GENERAL FUND	POLICE	70.00
	2 DUTY BELTS-LN & JG	GENERAL FUND	POLICE	117.12
	BLK UNIFORM T-SHIRT	GENERAL FUND	POLICE	9.99
	DUTY BELT	GENERAL FUND	POLICE	22.95
	LEGAL FOLDERS	GENERAL FUND	POLICE	30.67
	WEAPON MAINT TOOLS	GENERAL FUND	POLICE	17.90
	WELDING WIRE-RACKS	GENERAL FUND	POLICE	18.73
	RADIO MICROPHONE	GENERAL FUND	POLICE	97.00
	PATROL CAR KEY	GENERAL FUND	POLICE	2.79
	CR APPLIED FM 10-1337 STMN	GENERAL FUND	POLICE	56.03-
	SUBSCRIPTION	GENERAL FUND	FIRE	29.95
	SUBSCRIPTION	GENERAL FUND	FIRE	29.00
	PRINTING OVERAGES	GENERAL FUND	FIRE	27.51
	MISC FILTERS, OIL, E	GENERAL FUND	FIRE	322.13
	FIRE TRUCK BATTERY	GENERAL FUND	FIRE	82.31
	H2O & GATORADE	GENERAL FUND	FIRE	40.24
	PORTABLE RADIO PRTS	GENERAL FUND	FIRE	57.93
	PORTABLE RADIO RPR	GENERAL FUND	FIRE	131.55
	SIREN REPAIR	GENERAL FUND	FIRE	174.00
	TRNG-SMK CANISTER	GENERAL FUND	FIRE	130.29
	CR APPLIED FM 10-1337 STMN	GENERAL FUND	FIRE	21.32-
	POSTAGE-DISPATCH	GENERAL FUND	EMERGENCY COMMUNICATIO	11.12

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	PRINTING OVERAGES	GENERAL FUND	EMERGENCY COMMUNICATIO	27.51
	BINDERS; LABELS; TIS	GENERAL FUND	EMERGENCY COMMUNICATIO	100.06
	ANNUAL SVC FEE	GENERAL FUND	PARKS AND PUBLIC GROUN	420.00
	REPLACE TIRE TUBE	GENERAL FUND	PARKS AND PUBLIC GROUN	24.58
	LATE FALL FERT APP	GENERAL FUND	PARKS AND PUBLIC GROUN	1,271.50
	SERVICE/REPAIR MLP	GENERAL FUND	PARKS AND PUBLIC GROUN	333.00
	QTRLY SVC-REPAIRS	GENERAL FUND	PARKS AND PUBLIC GROUN	949.42
	WEED CONTROL; LATE	GENERAL FUND	PARKS AND PUBLIC GROUN	1,517.00
	PSB CARPET CLNG	GENERAL FUND	PARKS AND PUBLIC GROUN	145.00
	CITY HALL CARPET CLN	GENERAL FUND	PARKS AND PUBLIC GROUN	789.00
	P WKS CARPET CLNG	GENERAL FUND	PARKS AND PUBLIC GROUN	195.00
	COMM BLDG CARPET CLN	GENERAL FUND	PARKS AND PUBLIC GROUN	299.00
	PWB-O/H DR REPAIR	GENERAL FUND	PARKS AND PUBLIC GROUN	421.12
	UNIFORM CLNG-NOV	GENERAL FUND	PARKS AND PUBLIC GROUN	99.84
	SCREWDRIVE; BATT(S)	GENERAL FUND	PARKS AND PUBLIC GROUN	28.94
	GALVANIZED COMPOUND	GENERAL FUND	PARKS AND PUBLIC GROUN	147.58
	CITY HALL KEYS-DUPE	GENERAL FUND	PARKS AND PUBLIC GROUN	7.16
	PLUMBING SUPPLIES	GENERAL FUND	PARKS AND PUBLIC GROUN	37.79
	UTILITY KNIFE; IRRIG	GENERAL FUND	PARKS AND PUBLIC GROUN	4.78
	IRRIGATION SUPPLIES	GENERAL FUND	PARKS AND PUBLIC GROUN	3.49
	IRRIGATION SUPPLIES	GENERAL FUND	PARKS AND PUBLIC GROUN	1.29
	IRRIGATION SUPP; PIP	GENERAL FUND	PARKS AND PUBLIC GROUN	12.28
	ELEC SUPPS; NUT & BO	GENERAL FUND	PARKS AND PUBLIC GROUN	17.72
	IRRIGATION SUPPLIES	GENERAL FUND	PARKS AND PUBLIC GROUN	10.97
	FUEL STABILIZER	GENERAL FUND	PARKS AND PUBLIC GROUN	17.79
	GLOVES	GENERAL FUND	PARKS AND PUBLIC GROUN	13.55
	GLOVES	GENERAL FUND	PARKS AND PUBLIC GROUN	8.39
	DOOR SWEEP	GENERAL FUND	PARKS AND PUBLIC GROUN	7.39
	STUMP KILLER	GENERAL FUND	PARKS AND PUBLIC GROUN	13.00
	STEEL TREAD PLATE	GENERAL FUND	PARKS AND PUBLIC GROUN	327.49
	MULCH; BATTERIES	GENERAL FUND	PARKS AND PUBLIC GROUN	19.55
	ELEC SUPPS; QUK CRET	GENERAL FUND	PARKS AND PUBLIC GROUN	4.88
	RECIP SAW BLADES	GENERAL FUND	PARKS AND PUBLIC GROUN	4.29
	IRRIGATION SUPPLIES	GENERAL FUND	PARKS AND PUBLIC GROUN	12.66
	NUTS; BOLTS; FLSHLT	GENERAL FUND	PARKS AND PUBLIC GROUN	15.92
	SIGNS-PW FENCE	GENERAL FUND	PARKS AND PUBLIC GROUN	645.20
	3-TON HVAC UNIT-PSB	GENERAL FUND	PARKS AND PUBLIC GROUN	6,646.18
	COMM BLDG TABLES	GENERAL FUND	PARKS AND PUBLIC GROUN	599.95
	PEAR TREE	GENERAL FUND	PARKS AND PUBLIC GROUN	182.50
	AUTUMN BLAZE MAPLE	GENERAL FUND	PARKS AND PUBLIC GROUN	216.40
	STUMP GRINDING	GENERAL FUND	PARKS AND PUBLIC GROUN	750.00
	CR APPLIED FM 10-1337 STMN	GENERAL FUND	PARKS AND PUBLIC GROUN	93.59-
	ICT ANIMAL SHELTER	GENERAL FUND	ENVIRONMENTAL SERVICES	120.00
	ICT ANIMAL SHELTER	GENERAL FUND	ENVIRONMENTAL SERVICES	450.00
	PRINTING OVERAGES	GENERAL FUND	ENVIRONMENTAL SERVICES	27.51
	UNIFORM REPAIR	GENERAL FUND	ENVIRONMENTAL SERVICES	12.00
	PRINTER CARTRIDGES	GENERAL FUND	ENVIRONMENTAL SERVICES	48.97
	MEMBERSHIP RENEW	SPECIAL HIGHWAY	SPECIAL HIGHWAY	70.00
	SVC CALL-TRAFFIC LTS	SPECIAL HIGHWAY	SPECIAL HIGHWAY	224.00
	BUCKET TRUCK SVCS	SPECIAL HIGHWAY	SPECIAL HIGHWAY	85.00
	2 QT BRAKE FLUID	SPECIAL HIGHWAY	SPECIAL HIGHWAY	13.98
	6 GAL ANTI-FREEZE	SPECIAL HIGHWAY	SPECIAL HIGHWAY	83.94
	2 GENERATORS-RPRS	SPECIAL HIGHWAY	SPECIAL HIGHWAY	369.10
	SNOW PLOW LIGHT	SPECIAL HIGHWAY	SPECIAL HIGHWAY	157.73
	CD GRADER PART MAN	SPECIAL HIGHWAY	SPECIAL HIGHWAY	160.89
	#44 TRACTOR REPAIR	SPECIAL HIGHWAY	SPECIAL HIGHWAY	130.41

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	4 SPINNER VANES #58	SPECIAL HIGHWAY	SPECIAL HIGHWAY	40.08
	NUTS & BOLTS-#58	SPECIAL HIGHWAY	SPECIAL HIGHWAY	8.40
	UNIFORM CLNG-NOV	SPECIAL HIGHWAY	SPECIAL HIGHWAY	163.95
	WINTER COAT-REPLACE	SPECIAL HIGHWAY	SPECIAL HIGHWAY	56.86
	NUTS & 2 LBS WASHERS	SPECIAL HIGHWAY	SPECIAL HIGHWAY	38.14
	UNIV JOINTS & SOCKET	SPECIAL HIGHWAY	SPECIAL HIGHWAY	29.36
	HAY BALE-SHOP DITCH	SPECIAL HIGHWAY	SPECIAL HIGHWAY	72.50
	EY GLASS RPR KIT; 3	SPECIAL HIGHWAY	SPECIAL HIGHWAY	11.76
	NUTS-BOLTS-WASHERS	SPECIAL HIGHWAY	SPECIAL HIGHWAY	12.04
	NUTS & BOLTS	SPECIAL HIGHWAY	SPECIAL HIGHWAY	32.50
	PAINT-PRIMER-NUTS-BO	SPECIAL HIGHWAY	SPECIAL HIGHWAY	21.42
	25-2x2x12 & 25 2.2.2	SPECIAL HIGHWAY	SPECIAL HIGHWAY	22.00
	SIGN-PW FRNT DOOR	SPECIAL HIGHWAY	SPECIAL HIGHWAY	25.00
	TRAFFIC SIGNS	SPECIAL HIGHWAY	SPECIAL HIGHWAY	1,393.28
	DRYWALL SCREWS	SPECIAL HIGHWAY	SPECIAL HIGHWAY	4.49
	3/8" ROPE	SPECIAL HIGHWAY	SPECIAL HIGHWAY	14.79
	CELL PHONE CASE & RA	SPECIAL HIGHWAY	SPECIAL HIGHWAY	11.37
	DRILL MULTIMETER	SPECIAL HIGHWAY	SPECIAL HIGHWAY	24.99
	3 - PAIR GLOVES	SPECIAL HIGHWAY	SPECIAL HIGHWAY	25.17
	2 - WASHER FLUIDS	SPECIAL HIGHWAY	SPECIAL HIGHWAY	11.98
	BREAKROOM SUPPLIES	SPECIAL HIGHWAY	SPECIAL HIGHWAY	18.28
	COFFEE-P WKS	SPECIAL HIGHWAY	SPECIAL HIGHWAY	41.94
	7 REPLACEMENT FLAGS	SPECIAL HIGHWAY	SPECIAL HIGHWAY	223.37
	900 C-9 LAMPS: XMAS	SPECIAL HIGHWAY	SPECIAL HIGHWAY	559.92
	FIX A FLAT- VEH #50	SPECIAL HIGHWAY	SPECIAL HIGHWAY	66.56
	ROAD MATERIAL	SPECIAL HIGHWAY	SPECIAL HIGHWAY	266.57
	CRACK SEAL LABOR	SPECIAL HIGHWAY	SPECIAL HIGHWAY	1,479.50
	CR APPLIED FM 10-1337 STMN	SPECIAL HIGHWAY	SPECIAL HIGHWAY	11.40-
	POSTAGE-KS SAMPLES	WATER OPERATING	NON-DEPARTMENTAL	5.70
	POSTAGE-KS SAMPLES	WATER OPERATING	NON-DEPARTMENTAL	4.90
	POSTAGE-UTILITY BILL	WATER OPERATING	NON-DEPARTMENTAL	43.67
	AIR FILTER	WATER OPERATING	NON-DEPARTMENTAL	16.14
	SHIFT TUBE-VEH #21	WATER OPERATING	NON-DEPARTMENTAL	39.65
	REPAIRS-VEH #20	WATER OPERATING	NON-DEPARTMENTAL	59.69
	REPAIRS TO VEH #27	WATER OPERATING	NON-DEPARTMENTAL	471.52
	3 - 60LBS QUICKCRETE	WATER OPERATING	NON-DEPARTMENTAL	23.94
	2-15' 5x8 HOSE-WELLS	WATER OPERATING	NON-DEPARTMENTAL	13.58
	BATT(S); CUPS; TISSU	WATER OPERATING	NON-DEPARTMENTAL	146.46
	UNIFORM CLNG-NOV	WATER OPERATING	NON-DEPARTMENTAL	163.95
	701 N MERIDIAN-LIFT	WATER OPERATING	NON-DEPARTMENTAL	33.17
	MISC OFFICE SUPPLIES	WATER OPERATING	NON-DEPARTMENTAL	246.12
	KLEENEX, FILES, TAGS	WATER OPERATING	NON-DEPARTMENTAL	242.93
	BINDERS; TABS; PROTE	WATER OPERATING	NON-DEPARTMENTAL	306.97
	5 - PADLOCKS; 3 - PI	WATER OPERATING	NON-DEPARTMENTAL	88.32
	LASTEK - WELL #8	WATER OPERATING	NON-DEPARTMENTAL	25.00
	KEY & 22 PC KEY SET	WATER OPERATING	NON-DEPARTMENTAL	21.78
	1 10 x 20 DROP CLOTH	WATER OPERATING	NON-DEPARTMENTAL	4.79
	2-HOG PUMPS TO PUMP	WATER OPERATING	NON-DEPARTMENTAL	155.38
	GASKET	WATER OPERATING	NON-DEPARTMENTAL	17.40
	BEARING GREASE	WATER OPERATING	NON-DEPARTMENTAL	3.49
	KEY RING CLIP	WATER OPERATING	NON-DEPARTMENTAL	4.39
	1/2" DRIVE BREAKER	WATER OPERATING	NON-DEPARTMENTAL	25.79
	BULK WATER INSTRUC	WATER OPERATING	NON-DEPARTMENTAL	20.00
	PAINT-MRKG LOCATES	WATER OPERATING	NON-DEPARTMENTAL	86.40
	10 1" ELSTER METERS	WATER OPERATING	NON-DEPARTMENTAL	1,700.00
	CR APPLIED FM 10-1337 STMN	WATER OPERATING	NON-DEPARTMENTAL	6.00-

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	POSTAGE-UTILITY BILL	STORMWATER UTILITY	INVALID DEPARTMENT	43.67
	POSTAGE-UTILITY BILL	SEWER OPERATING	NON-DEPARTMENTAL	43.67
	10/2010 LAB TESTING	SEWER OPERATING	NON-DEPARTMENTAL	473.60
	11/2010 LAB TESTING	SEWER OPERATING	NON-DEPARTMENTAL	473.60
	10/2010 OVERAGES	SEWER OPERATING	NON-DEPARTMENTAL	81.00
	DEWATER SYS-DOWN	SEWER OPERATING	NON-DEPARTMENTAL	291.26
	MOISTURE SENSOR	SEWER OPERATING	NON-DEPARTMENTAL	324.58
	6 15A 600V FUSES	SEWER OPERATING	NON-DEPARTMENTAL	130.68
	6 FUSES	SEWER OPERATING	NON-DEPARTMENTAL	130.68
	1 4" x 3" REDUCER BU	SEWER OPERATING	NON-DEPARTMENTAL	19.25
	ROPE & TAPE MEASURE	SEWER OPERATING	NON-DEPARTMENTAL	14.24
	UNIFORM CLNG-NOV	SEWER OPERATING	NON-DEPARTMENTAL	163.95
	2 STORAGE BINS	SEWER OPERATING	NON-DEPARTMENTAL	14.78
	SPRAY NOZZLES	SEWER OPERATING	NON-DEPARTMENTAL	24.99
	3 PKG BATTERIES	SEWER OPERATING	NON-DEPARTMENTAL	14.97
	6" OFFSET BB WHEEL	SEWER OPERATING	NON-DEPARTMENTAL	5.79
	2 PKS 9V BATTERIES	SEWER OPERATING	NON-DEPARTMENTAL	13.58
	TORCH KIT	SEWER OPERATING	NON-DEPARTMENTAL	29.99
	30 BAGS OF ICE-CLN S	SEWER OPERATING	NON-DEPARTMENTAL	40.50_
			TOTAL:	36,116.21
JOEL D PILE	MILEAGE REIMBURSEMENT	GENERAL FUND	ADMINISTRATION	273.50_
			TOTAL:	273.50
JOLEEN ZIUNUSKA	REIMBURSE PARTIAL \$	GENERAL FUND	PARKS AND PUBLIC GROUN	30.00_
			TOTAL:	30.00
KANSAS DEPT OF REVENUE	12-30-10 KS KW-5 TAX W/H	GENERAL FUND	NON-DEPARTMENTAL	2,877.94
	12/2010 MO KW-5 TAX W/H	GENERAL FUND	NON-DEPARTMENTAL	45.55
	2011 CMB LICENSES	GENERAL FUND	ADMINISTRATION	100.00
	Y/E 2010 CMB LICENSE	GENERAL FUND	ADMINISTRATION	25.00
	12-30-10 KS KW-5 TAX W/H	SPECIAL HIGHWAY	NON-DEPARTMENTAL	355.02
	12-30-10 KS KW-5 TAX W/H	WATER OPERATING	NON-DEPARTMENTAL	865.04
	11/2010 ST-36 RETAIL TAXE	WATER OPERATING	NON-DEPARTMENTAL	549.80
	12-30-10 KS KW-5 TAX W/H	SEWER OPERATING	NON-DEPARTMENTAL	245.87_
			TOTAL:	5,064.22
KANSAS GAS SERVICE	10/29-12/02/10 GAS SVCS	GENERAL FUND	ADMINISTRATION	289.56
	10/29-12/02/10 GAS SVCS	GENERAL FUND	POLICE	80.10
	10/29-12/02/10 GAS SVCS	GENERAL FUND	FIRE	40.05
	10/29-12/02/10 GAS SVCS	GENERAL FUND	EMERGENCY COMMUNICATIO	80.10
	10/29-12/02/10 GAS SVCS	WATER OPERATING	NON-DEPARTMENTAL	202.69
	10/29-12/02/10 GAS SVCS	SEWER OPERATING	NON-DEPARTMENTAL	1,392.05_
			TOTAL:	2,084.55
KANSAS OFFICE OF THE TREASURER	L/E TRACEN FUND	GENERAL FUND	NON-DEPARTMENTAL	1,041.53
	JUDICIAL BRANCH ED	GENERAL FUND	NON-DEPARTMENTAL	26.22
	13% OF PRINCIPLE	CAPITAL PROJECTS F	RIDGEFIELD - WATER	31,850.00
	53% OF PRINCIPLE	CAPITAL PROJECTS F	RIDGEFIELD - STREETS	129,850.00
	21% OF PRINCIPLE	CAPITAL PROJECTS F	RIDGEFIELD SEWER	51,450.00
	13% OF PRINCIPLE	CAPITAL PROJECTS F	RIDGEFIELD STORMWATER	31,850.00
	INTEREST	CAPITAL PROJECTS F	2008-1 TEMP NOTE	4,083.33_
			TOTAL:	250,151.08
KANSAS PAYMENT CENTER	12-30-10 BW CS DISBURSE	GENERAL FUND	NON-DEPARTMENTAL	221.54_
			TOTAL:	221.54

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
KPEERS	EMP DEDUCT-GENERA	GENERAL FUND	NON-DEPARTMENTAL	1,828.21
	EMP DEDUCT-SP STS	SPECIAL HIGHWAY	NON-DEPARTMENTAL	247.73
	EMPR BENEFITS-STTS	SPECIAL HIGHWAY	SPECIAL HIGHWAY	370.77
	EMP DEDUCT-WATER	WATER OPERATING	NON-DEPARTMENTAL	407.29
	EMPR BENEFITS-WTR	WATER OPERATING	NON-DEPARTMENTAL	622.70
	EMPR BENEFITS-GEN	STORMWATER UTILITY	INVALID DEPARTMENT	3,162.19
	EMP DEDUCT-SEWER	SEWER OPERATING	NON-DEPARTMENTAL	139.37
	EMPR BENEFITS-SWR	SEWER OPERATING	NON-DEPARTMENTAL	248.77_
	TOTAL:			7,027.03
P E C	11/2010 ENG RETAINER	GENERAL FUND	ADMINISTRATION	208.14_
			TOTAL:	208.14
PAINE LAW FIRM, LCC	ATTY SVCS-CASE 96722	GENERAL FUND	LEGAL & MUNICIPAL COUR	150.00
	ATTY SVCS-CASE 100283C	GENERAL FUND	LEGAL & MUNICIPAL COUR	150.00_
			TOTAL:	300.00
TRAFFIC CONTROL SERVICES	THERMOPLASTIC PAVEMENT	SPECIAL HIGHWAY	SPECIAL HIGHWAY	7,745.00_
			TOTAL:	7,745.00
U S DEPT OF THE TREASURY	13648-5160	GENERAL FUND	NON-DEPARTMENTAL	202.45
	19340-3803	GENERAL FUND	NON-DEPARTMENTAL	87.71
	19349-8830	SPECIAL HIGHWAY	NON-DEPARTMENTAL	276.61_
			TOTAL:	566.77
VERIZON WIRELESS	11/23-12/22/10 BRDBND SVC	GENERAL FUND	ADMINISTRATION	65.06
	11/23-12/22/10 BRDBND SVC	GENERAL FUND	ADMINISTRATION	65.06
	11/23-12/22/10 BRDBND SVC	GENERAL FUND	COMMUNITY DEVELOPMENT	65.06_
			TOTAL:	195.18
VERLIN A. INGRAM	ATTY SVCS-CASE 100481C	GENERAL FUND	LEGAL & MUNICIPAL COUR	150.00_
			TOTAL:	150.00
WATER PRODUCTS INC	150 6W ERT METERS	WATER SURPLUS RESE	NON-DEPARTMENTAL	18,570.00_
			TOTAL:	18,570.00
WESTAR ENERGY	10/29-12/02/10 ELEC SVCS	GENERAL FUND	ADMINISTRATION	1,069.94
	10/29-12/02/10 ELEC SVCS	GENERAL FUND	ADMINISTRATION	39.74
	10/29-12/02/10 ELEC SVCS	GENERAL FUND	POLICE	417.95
	10/29-12/02/10 ELEC SVCS	GENERAL FUND	FIRE	200.58
	10/29-12/02/10 ELEC SVCS	GENERAL FUND	EMERGENCY COMMUNICATIO	401.15
	10/29-12/02/10 ELEC SVCS	GENERAL FUND	PARKS AND PUBLIC GROUN	584.89
	10/29-12/02/10 ELEC SVCS	SPECIAL HIGHWAY	SPECIAL HIGHWAY	294.21
	10/29-12/02/10 ELEC SVCS	WATER OPERATING	NON-DEPARTMENTAL	2,615.40
	701 N MERIDIAN-ELEC SVCS	WATER OPERATING	NON-DEPARTMENTAL	85.96
	10/29-12/02/10 ELEC SVCS	SEWER OPERATING	NON-DEPARTMENTAL	5,600.46_
	TOTAL:			11,310.28
WESTERN IMAGING INC	TONERS & IMAGE DRUMS	GENERAL FUND	ADMINISTRATION	562.50
	FUSER UNIT-OKI ES 3641	GENERAL FUND	ADMINISTRATION	101.25
	CREDIT FOR OKI TONERS	GENERAL FUND	ADMINISTRATION	580.00_
	TONERS & IMAGE DRUMS	GENERAL FUND	COMMUNITY DEVELOPMENT	187.50
	FUSER UNIT-OKI ES 3641	GENERAL FUND	COMMUNITY DEVELOPMENT	33.75_
	TOTAL:			305.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
===== FUND TOTALS =====				
010	GENERAL FUND			47,164.97
140	LIBRARY			24,502.54
150	SPECIAL HIGHWAY			16,443.36
350	CAPITAL PROJECTS FUND			249,083.33
610	WATER OPERATING			13,636.94
612	STORMWATER UTILITY FUND			6,942.24
619	WATER SURPLUS RESERVE			18,570.00
620	SEWER OPERATING			17,100.46
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	GRAND TOTAL:			393,443.84
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TOTAL PAGES: 8

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: 12/16/2010 THRU 12/31/2010  
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 01-18-11 MTG PKT 2010 EXPENSES  
SIGNATURE LINES: 0

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PACKET OPTIONS

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

### **A. LIBRARY BOARD PRESENTATION:**

### **PUBLIC FORUM**

### **APPOINTMENTS**

### **COMMITTEES, COMMISSIONS**

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

- Subdivision Committee, December 6, 2010 Meeting

**SUBDIVISION COMMITTEE  
7:00 P.M.  
December 6, 2010  
121 S. MERIDIAN**

Chairman Dailey called the meeting to order at 7:00 p.m., with the following members present: Jaque Davis and Steve Jackson.

Members Absent: Gary Janzen

Staff Present: Eldon G. Miller, AICP, CFM, Zoning Administrator

Press present:

**APPROVAL OF THE AGENDA**

Committee Member Jackson moved, second by Davis to approve the agenda as presented. Vote Yea: Unanimous.

**MINUTES OF SEPTEMBER 20, 2010 REGULAR MEETING**

Chairman Dailey stated that the agenda was amended. Vice-Chairman Davis stated that her name was misspelled. Chairman Dailey moved, second by Jackson to approve the minutes as amended. Vote Yea: Unanimous.

**COMMUNICATIONS**

Eldon G. Miller, AICP, CFM stated that he is trying a new layout of the agenda.

**PUD'S, PLATS AND LOT SPLITS**

PUD--2010-003: Valley Center Ford Preliminary Planned Unit Development

Eldon G. Miller, AICP, CFM, presented staff comments and that the applicant's engineer has asked that the case be continued until January 25, 2011. Chairman Dailey asked if PEC has talked to Jayhawk about their line. Rob Hartman with PEC stated no. Chairman Dailey stated that he has and they may be willing to abandon the line. Chairman Dailey stated that there needs to be parking for the public for access to the pond. Chairman Dailey and Committee Member Jackson stated that the plan does not meet the Comprehensive Development Plan because the South Meridian Plan Future Land Use Map shows the property as City property – future detention pond and a proposed greenway. Chairman Dailey wants the berm to be wider and higher for multiple family. Chairman Dailey and Committee Member Jackson thought that multiple-family was not a good use of the property. It should be office or warehouse with a rail spur off of the railroad. Vice-Chairman Davis wants to see a second access to the multiple-family. Also there was a discussion of the drainage from Ford being underground which could open up a second access point. Chairman Dailey moved, second by Jackson to continue this until January 11, 2011 with the conditions that the applicant's engineer contacts Jayhawk Pipeline; look at making the berm wider and higher; parking for the public to access the pond and a second access point. Vote Yea: Unanimous.

**ITEMS BY SUBDIVISION COMMITTEE**

Vice-Chairman Davis stated that the signs on the poles at Main and Meridian need to be removed; also there is a temporary sign at 1<sup>st</sup> and Meridian for a business.

The meeting was adjourned at 8:56 p.m.

Respectfully submitted,

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Eldon G. Miller, AICP, CFM, Secretary

Approved by the Subdivision Committee on January 11, 2011.

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John Dailey, Chairman

**OLD BUSINESS**

**A. NONE:**

## **NEW BUSINESS**

### **A. ORDINANCE 1224-11, CREATING ECONOMIC DEVELOPMENT BOARD:**

- Community Development Officer Memo
- Ordinance 1224-11

Should Council choose to proceed,

### **RECOMMENDED ACTION:**

Staff recommends motion to adopt Ordinance 1224-10, creating an Economic Development Board, for 1<sup>st</sup> Reading

**DATE:** January 11, 2011  
**TO:** Mayor McNown and City Council  
**FROM:** Eldon G. Miller, AICP, CFM, Community Development Officer  
**RE:** Economic Development Board

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**Proposed Agenda Date:** January 18, 2011

**Background:**

- The City had an active Economic Development Cooperation until the 2005, with members appointed by the City, Chamber and School District.
- The Economic Development Board (EDB) will have 6 members appointed by the City with one member designed by the Chamber.
- EDB will review economic development incentive applications and make a recommendation to the Council.
- EDB will work on an economic development plan for the City.

**Financial Considerations:**

- Cost of City staff to support the board.

**Legal Considerations:**

- City can set up any board to assist it in its business.

**Policy Considerations:**

- The City has authority to approve and appoint the board.

**Recommendation:**

*Recommend to adopt the Ordinance creating the Economic Development Board.*

**ORDINANCE NO. 1224-11****AN ORDINANCE CREATING AN ECONOMIC DEVELOPMENT BOARD AND ESTABLISHING ITS COMPOSITION AND FUNCTIONS**

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

Section 1. **CREATED; MEMBERS.** A board is created to be known as the Economic Development Board (“EDB”), which shall be composed of six members. The members of the Board shall be appointed by the mayor with the consent of the city council, and shall be resident taxpayers of the City or its environs.

Section 2. **MEMBERS; TERMS.** Upon creation of the EDB, three members shall be appointed for a term of two years, and three members, one of whom shall be designated by the Valley Center Chamber of Commerce, shall be appointed for a term of one year. At the expiration of the initial terms, all members shall be appointed for a term of two years.

Section 3. **OFFICERS; ADMINISTRATIVE SUPPORT.** The EDB shall, in March of each year, elect from its members a chairman and vice-chairman, who shall serve in such capacity for one year. The city administrator shall provide appropriate administrative support to the EDB, including but not limited to recording of meeting minutes.

Section 4. **MEETINGS.** The EDB shall meet at the call of the chairman or a majority of its members.

Section 5. **MISSION; REALTIONSHIP TO CITY COUNCIL.**

A. The mission of the Board shall be to promote, stimulate, develop and improve the general economic welfare of the City and its environs, including but not limited to maintaining the city’s economic development plan; making recommendations to the city council on development projects for which city incentives are requested; proposing changes to policies and procedures governing economic development activities; and advocating for programs and activities that will improve the city’s economic conditions.

B. The Board will be advisory to the City Council and it will make its suggestions and recommendations to the Council through the city administrator or his/her designee.

Section 6. This Ordinance shall take effect and be in force from and after its publication one time in the official city newspaper.

PASSED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF VALLEY CENTER, KANSAS, THIS \_\_\_\_ DAY OF FEBRUARY 2011.

First Reading:  
Second Reading:

\_\_\_\_\_  
MICHAEL D. MCNOWN, MAYOR

ATTEST:

\_\_\_\_\_  
KRISTINE A. POLIAN, CITY CLERK

## **NEW BUSINESS**

### **B. ANIMAL SHELTER PROPOSAL:**

- Model Lease Agreement
- Shelter Remodel Plan with Estimates

Should Council choose to proceed,

### **RECOMMENDED ACTION:**

Direct Staff to present for Final review and consideration, at the February 15, 2011 City Council Meeting, a Lease Agreement and Financing options for proposed Animal Shelter.

## LEASE AGREEMENT

**THIS LEASE AGREEMENT is made and entered into [DATE], by and between Dr. Julie Evans, whose address is [ADDRESS], (hereinafter referred to as "Landlord"), and the City of Valley Center, Kansas, a municipal corporation, whose address is PO BOX 188, 121 S. Meridian, Valley Center, KS, 67147, (hereinafter referred to as "Tenant").**

### ARTICLE I - GRANT OF LEASE

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant and the Tenant does hereby lease and take from the Landlord the property described in Exhibit "A" attached hereto and by reference made a part hereof (the "Leased Premises"), together with, as part of the parcel, all improvements located thereon.

### ARTICLE II - LEASE TERM

Section 1. Total Term of Lease. The term of this Lease shall begin on the commencement date, as defined in Section 2 of this Article II, and shall terminate on December 31, 2022.

Section 2. Commencement Date. The "Commencement Date" shall mean the date on which the Tenant shall commence to conduct business on the Leased Premised, so long as such date is not in excess of sixty (60) days subsequent to execution hereof.

### ARTICLE III - EXTENSIONS

The parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such extension.

### ARTICLE IV - DETERMINATION OF RENT

The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the term hereof, at such place as the Landlord shall from time to time direct by notice to the Tenant, rent at the following rates and times:

Section 1. Annual Rent. Annual rent for the term of the Lease shall be Seven Thousand Dollars (\$7,200).

Section 2. Payment of Yearly Rent. The annual rent shall be payable in advance in equal monthly installments of one-twelfth (1/12th) of the total yearly rent, which shall be Five Hundred Dollars (\$500), on the first day of each and every calendar month during the term hereof, and prorata for the fractional portion of any month, except that on the first day of the calendar month immediately following the Commencement Date, the Tenant shall also pay to the Landlord rent

at the said rate for any portion of the preceding calendar month included in the term of this Lease.

Reference to yearly rent hereunder shall not be implied or construed to the effect that this Lease or the obligation to pay rent hereunder is from year to year, or for any term shorter than the existing Lease term, plus any extensions as may be agreed upon.

A late fee in the amount of Thirty Dollars (\$30) shall be assessed if payment is not postmarked or received by Landlord on or before the tenth day of each month.

#### ARTICLE V - TAXES

Section 1. Personal Property Taxes. The Tenant shall be liable for all taxes levied against any leasehold interest of the Tenant or personal property and trade fixtures owned or placed by the Tenant in the Leased Premises.

Section 2. Real Estate Taxes. During the continuance of this lease Landlord shall pay all real estate taxes and assessments applicable to the Leased Premises, together with any interest and penalties lawfully imposed thereon as a result of Landlord's late payment thereof.

Section 3. Payment of Ordinary Assessments. The Landlord shall pay all assessments, ordinary and extraordinary, attributable to or against the Leased Premises.

#### ARTICLE VI - CONSTRUCTION AND COMPLETION

Section 1. Improvements by TENANT. Tenant has prepared plans and specifications for the construction of improvements, plans and specifications are attached hereto as Exhibit "B" and incorporated herein by reference. Tenant shall obtain all certificates, permits, licenses and other authorizations of governmental bodies or authorities which are necessary to permit the construction of the improvements on the demised premises and shall keep the same in full force and effect at Tenant's cost.

Tenant shall negotiate, let and supervise all contracts for the furnishing of services, labor, and materials for the construction of the improvements on the demised premises at its cost. All such contracts shall require the contracting party to guarantee performance and all workmanship and materials installed by it for a period of one year following the date of completion of construction. Tenant shall cause all contracts to be fully and completely performed in a good and workmanlike manner, all to the effect that the improvements shall be fully and completely constructed and installed in accordance with good engineering and construction practice.

During the course of construction, all risk of loss or damage to the improvements during the course of construction shall be on Tenant with the proceeds from insurance thereon payable to Landlord.

Upon completion of construction, Tenant shall, at its cost, obtain an occupancy permit and all other permits or licenses necessary for the occupancy of the improvements and the operation of the same as set out herein and shall keep the same in force.

Nothing herein shall alter the intent of the parties that Tenant shall be fully and completely responsible for all aspects pertaining to the construction of the improvements of the demised premises and for the payment of all costs associated therewith. Landlord shall be under no duty to investigate or verify Tenant's compliance with the provision herein. Moreover, neither Tenant nor any third party may construe the permission granted Tenant hereunder to create any responsibility on the part of the Landlord to pay for any improvements, alterations or repairs occasioned by the Tenant. The Tenant shall keep the property free and clear of all liens and, should the Tenant fail to do so, or to have any liens removed from the property within fourteen (14) days of notification to do so by the Landlord, in addition to all other remedies available to the Landlord, the Tenant shall indemnify and hold the Landlord harmless for all costs and expenses, including attorney's fees, occasioned by the Landlord in having said lien removed from the property; and, such costs and expenses shall be billed to the Tenant monthly and shall be payable by the Tenant with that month's regular monthly rental as additional reimbursable expenses to the Landlord by the Tenant.

Section 2. Utilities. Landlord shall pay for all water, sanitation, sewer, electricity, light, heat, gas, power, and other services incident to Tenant's use of the Leased Premises.

#### ARTICLE VII - OBLIGATIONS FOR REPAIRS

Section 1. LANDLORD'S Repairs. Subject to any provisions herein to the contrary, and except for maintenance or replacement necessitated as the result of the act or omission of sublessees, licensees or contractors, the Landlord shall be required to repair only defects, deficiencies, deviations or failures of materials or workmanship in the building. The Landlord shall keep the Leased Premises free of such defects, deficiencies, deviations or failures during the first twelve (12) months of the term hereof.

Section 2. TENANT'S Repairs. The Tenant shall repair and maintain the Leased Premises in good order and condition, except for reasonable wear and tear, the repairs required of Landlord pursuant hereto, and maintenance or replacement necessitated as the result of the act or omission or negligence of the Landlord, its employees, agents, or contractors.

Section 3. Requirements of the Law. The Tenant agrees that if any federal, state or municipal government or any department or division thereof shall condemn the Leased Premises or any part thereof as not in conformity with the laws and regulations relating to the construction thereof as of the commencement date with respect to conditions latent or otherwise which existed on the Commencement Date, or, with respect to items which are the Landlord's duty to repair pursuant to Section 1 and 3 of this Article; and such federal, state or municipal government or any other department or division thereof, has ordered or required, or shall hereafter order or require, any alterations or repairs thereof or installations and repairs as may be necessary to comply with such laws, orders or requirements (the validity of which the Tenant shall be entitled to contest); and if by reason of such laws, orders or the work done by the Landlord in connection therewith, the

Tenant is deprived of the use of the Leased Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Leased Premises of which, the Tenant shall be deprived as a result thereof, and the Landlord shall be obligated to make such repairs, alterations or modifications at Landlord's expense.

All such rebuilding, altering, installing and repairing shall be done in accordance with Plans and Specifications approved by the Tenant, which approval shall not be unreasonably withheld. If, however, such condemnation, law, order or requirement, as in this Article set forth, shall be with respect to an item which shall be the Tenant's obligation to repair pursuant to Section 2 of this Article VI or with respect to Tenant's own costs and expenses, no abatement or adjustment of rent shall be granted; provided, however, that Tenant shall also be entitled to contest the validity thereof.

Section 4. TENANT'S Alterations. The Tenant shall have the right, at its sole expense, from time to time, to redecorate the Leased Premises and to make such non-structural alterations and changes in such parts thereof as the Tenant shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall neither impair the structural soundness nor diminish the value of the Leased Premises. The Tenant may make structural alterations and additions to the Leased Premises provided that Tenant has first obtained the consent thereto of the Landlord in writing. The Landlord agrees that it shall not withhold such consent unreasonably. The Landlord shall execute and deliver upon the request of the Tenant such instrument or instruments embodying the approval of the Landlord which may be required by the public or quasi public authority for the purpose of obtaining any licenses or permits for the making of such alterations, changes and/or installations in, to or upon the Leased Premises and the Tenant agrees to pay for such licenses or permits.

Section 5. Permits and Expenses. Each party agrees that it will procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable. Each Party hereto shall give written notice to the other party of any repairs required of the other pursuant to the provisions of this Article and the party responsible for said repairs agrees promptly to commence such repairs and to prosecute the same to completion diligently, subject, however, to the delays occasioned by events beyond the control of such party.

Each party agrees to pay promptly when due the entire cost of any work done by it upon the Leased Premises so that the Leased Premises at all times shall be free of liens for labor and materials. Each party further agrees to hold harmless and indemnify the other party from and against any and all injury, loss, claims or damage to any person or property occasioned by or arising out of the doing of any such work by such party or its employees, agents or contractors. Each party further agrees that in doing such work that it will employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner.

## ARTICLE VII - TENANT'S COVENANTS

Section 1. TENANT's Covenants. Tenant covenants and agrees as follows:

- a. To procure any licenses and permits required for any use made of the Leased Premises by Tenant, and upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Leased Premises in good order, repair and condition in all respects; excepting only damage by fire and casualty covered by Tenant's insurance coverage, structural repairs (unless Tenant is obligated to make such repairs hereunder) and reasonable wear and tear;
- b. To permit Landlord and its agents to examine the Leased Premises at reasonable times and to show the Leased Premises to prospective purchasers of the Building and to provide Landlord, if not already available, with a set of keys for the purpose of said examination, provided that Landlord shall not thereby unreasonably interfere with the conduct of Tenant's business;
- c. To permit Landlord to enter the Leased Premises to inspect such repairs, improvements, alterations or additions thereto as may be required under the provisions of this Lease. If, as a result of such repairs, improvements, alterations, or additions, Tenant is deprived of the use of the Leased Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Leased Premises of which, Tenant shall be deprived as a result thereof.

#### ARTICLE IX - INDEMNITY BY TENANT

Section 1. Indemnity and Public Liability. The Tenant shall save Landlord harmless and indemnify Landlord from all injury, loss, claims or damage to any person or property while on the Leased Premises, unless caused by the willful acts or omissions or gross negligence of Landlord, its employees, agents, licensees or contractors. Tenant shall maintain, with respect to the Leased Premises, public liability insurance, property damage insurance, insuring Landlord and Tenant against injury to persons or damage to property on or about the Leased Premises. A copy of the policy or a certificate of insurance shall be delivered to Landlord on or before the commencement date and no such policy shall be cancellable without ten (10) days prior written notice to Landlord.

#### ARTICLE X - USE OF PROPERTY BY TENANT

Section 1. Use. The Leased Premises may be occupied and used by Tenant exclusively as a municipal animal shelter, to be known as the City of Valley Center Animal Shelter.

Nothing herein shall give Tenant the right to use the property for any other purpose or to sublease, assign, or license the use of the property to any sublessee, assignee, or licensee, which or who shall use the property for any other use.

#### ARTICLE XI - SIGNAGE

Section 1. Exterior Signs. Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter, to repair or replace, if it shall so elect signs on any portion of the Leased Premises, providing that Tenant shall remove

any such signs upon termination of this lease, and repair all damage occasioned thereby to the Leased Premises.

Section 2. Interior Signs. Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place and install its usual and customary signs and fixtures in the interior of the Leased Premises.

## ARTICLE XII - INSURANCE

Section 1. Insurance Proceeds. In the event of any damage to or destruction of the Leased Premises, Tenant shall adjust the loss and settle all claims with the insurance companies issuing such policies. The parties hereto do irrevocably assign the proceeds from such insurance policies for the purposes hereinafter stated to any institutional first mortgagee or to Landlord and Tenant jointly, if no institutional first mortgagee then holds an interest in the Leased Premises. All proceeds of said insurance shall be paid into a trust fund under the control of any institutional first mortgagee, or of Landlord and Tenant if no institutional first mortgagee then holds an interest in the Leased Premises, for repair, restoration, rebuilding or replacement, or any combination thereof, of the Leased Premises or of the improvements in the Leased Premises. In case of such damage or destruction, Landlord shall be entitled to make withdrawals from such trust fund, from time to time, upon presentation of:

- a. bills for labor and materials expended in repair, restoration, rebuilding or replacement, or any combination thereof;
- b. Landlord's sworn statement that such labor and materials for which payment is being made have been furnished or delivered on site; and
- c. the certificate of a supervising architect (selected by Landlord and Tenant and approved by an institutional first mortgagee, if any, whose fees will be paid out of said insurance proceeds) certifying that the work being paid for has been completed in accordance with the Plans and Specifications previously approved by Landlord, Tenant and any institutional first mortgagee in a first class, good and workmanlike manner and in accordance with all pertinent governmental requirements.

Any insurance proceeds in excess of such proceeds as shall be necessary for such repair, restoration, rebuilding, replacement or any combination thereof shall be the sole property of Landlord subject to any rights therein of Landlord's mortgagee, and if the proceeds necessary for such repair, restoration, rebuilding or replacement, or any combination thereof shall be inadequate to pay the cost thereof, Tenant shall suffer the deficiency.

Section 2. Subrogation. Landlord and Tenant hereby release each other, to the extent of the insurance coverage provided hereunder, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by the fire and extended coverage insurance policies insuring the Leased Premises and any of Tenant's property, even if such loss or damage shall have been caused by the fault or negligence of the other party.

### ARTICLE XIII - DAMAGE TO DEMISED PREMISES

Section 1. Abatement or Adjustment of Rent. If the whole or any part of the Leased Premises shall be damaged or destroyed by fire or other casualty after the execution of this Lease and before the termination hereof, then in every case the rent reserved in Article IV herein and other charges, if any, shall be abated or adjusted, as the case may be, in proportion to that portion of the Leased Premises of which Tenant shall be deprived on account of such damage or destruction and the work of repair, restoration, rebuilding, or replacement or any combination thereof, of the improvements so damaged or destroyed, shall in no way be construed by any person to effect any reduction of sums or proceeds payable under any rent insurance policy.

Section 2. Repairs and Restoration. Landlord agrees that in the event of the damage or destruction of the Leased Premises, Landlord forthwith shall proceed to repair, restore, replace or rebuild the Leased Premises (excluding Tenant's leasehold improvements), to substantially the condition in which the same were immediately prior to such damage or destruction. The Landlord thereafter shall diligently prosecute said work to completion without delay or interruption except for events beyond the reasonable control of Landlord. Notwithstanding the foregoing, if Landlord does not either obtain a building permit within ninety (90) days of the date of such damage or destruction, or complete such repairs, rebuilding or restoration and comply with conditions (a), (b) and (c) in Section 1 of Article XII within nine (9) months of such damage or destruction, then Tenant may at any time thereafter cancel and terminate this Lease by sending ninety (90) days written notice thereof to Landlord, or, in the alternative, Tenant may, during said ninety (90) day period, apply for the same and Landlord shall cooperate with Tenant in Tenant's application. Notwithstanding the foregoing, if such damage or destruction shall occur during the last year of the term of this Lease, or during any renewal term, and shall amount to twenty-five (25%) percent or more of the replacement cost, (exclusive of the land and foundations), this Lease, except as hereinafter provided in Section 3 of Article XIV, may be terminated at the election of either Landlord or Tenant, provided that notice of such election shall be sent by the party so electing to the other within thirty (30) days after the occurrence of such damage or destruction. Upon termination, as aforesaid, by either party hereto, this Lease and the term thereof shall cease and come to an end, any unearned rent or other charges paid in advance by Tenant shall be refunded to Tenant, and the parties shall be released hereunder, each to the other, from all liability and obligations hereunder thereafter arising.

### ARTICLE XIV - CONDEMNATION

Section 1. Total Taking. If, after the execution of this Lease and prior to the expiration of the term hereof, the whole of the Leased Premises shall be taken under power of eminent domain by any public or private authority, or conveyed by Landlord to said authority in lieu of such taking, then this Lease and the term hereof shall cease and terminate as of the date when possession of the Leased Premises shall be taken by the taking authority and any unearned rent or other charges, if any, paid in advance, shall be refunded to Tenant.

Section 2. Partial Taking. If, after the execution of this Lease and prior to the expiration of the term hereof, any public or private authority shall, under the power of eminent domain, take, or Landlord shall convey to said authority in lieu of such taking, property which results in a

reduction by fifteen (15%) percent or more of the area in the Leased Premises, or of a portion of the Leased Premises that substantially interrupts or substantially obstructs the conducting of business on the Leased Premises; then Tenant may, at its election, terminate this Lease by giving Landlord notice of the exercise of Tenant's election within thirty (30) days after Tenant shall receive notice of such taking. In the event of termination by Tenant under the provisions of Section 1 of this Article XIV, this Lease and the term hereof shall cease and terminate as of the date when possession shall be taken by the appropriate authority of that portion of the Entire Property that results in one of the above takings, and any unearned rent or other charges, if any, paid in advance by Tenant shall be refunded to Tenant.

Section 3. Restoration. In the event of a taking in respect of which Tenant shall not have the right to elect to terminate this Lease or, having such right, shall not elect to terminate this Lease, this Lease and the term thereof shall continue in full force and effect and Landlord, at Landlord's sole cost and expense, forthwith shall restore the remaining portions of the Leased Premises, including any and all improvements made theretofore to an architectural whole in substantially the same condition that the same were in prior to such taking. A just proportion of the rent reserved herein and any other charges payable by Tenant hereunder, according to the nature and extent of the injury to the Leased Premises and to Tenant's business, shall be suspended or abated until the completion of such restoration and thereafter the rent and any other charges shall be reduced in proportion to the square footage of the Leased Premises remaining after such taking.

Section 4. The Award. All compensation awarded for any taking, whether for the whole or a portion of the Leased Premises, shall be the sole property of the Landlord whether such compensation shall be awarded for diminution in the value of, or loss of, the leasehold or for diminution in the value of, or loss of, the fee in the Leased Premises, or otherwise. The Tenant hereby assigns to Landlord all of Tenant's right and title to and interest in any and all such compensation. However, the Landlord shall not be entitled to and Tenant shall have the sole right to make its independent claim for and retain any portion of any award made by the appropriating authority directly to Tenant for loss of business, or damage to or depreciation of, and cost of removal of fixtures, personalty and improvements installed in the Leased Premises by, or at the expense of Tenant, and to any other award made by the appropriating authority directly to Tenant.

Section 5. Release. In the event of any termination of this Lease as the result of the provisions of this Article XIV, the parties, effective as of such termination, shall be released, each to the other, from all liability and obligations thereafter arising under this lease.

#### ARTICLE XV - DEFAULT

Section 1. LANDLORD'S Remedies. In the event that:

a. Tenant shall on three or more occasions be in default in the payment of rent or other charges herein required to be paid by Tenant (default herein being defined as payment received by Landlord ten or more days subsequent to the due date), regardless of whether or not such default has occurred on consecutive or non-consecutive months; or

- b. Tenant has caused a lien to be filed against the Landlord's property and said lien is not removed within thirty (30) days of recordation thereof; or
- c. Tenant shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by Tenant hereunder for a period of thirty (30) days after notice to Tenant in writing of such default (or if such default shall reasonably take more than thirty (30) days to cure, Tenant shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion); or
- d. Sixty (60) days have elapsed after the commencement of any proceeding by or against Tenant, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future Federal Bankruptcy Act or any other present or future applicable federal, state or other statute or law, whereby such proceeding shall not have been dismissed (provided, however, that the non-dismissal of any such proceeding shall not be a default hereunder so long as all of Tenant's covenants and obligations hereunder are being performed by or on behalf of Tenant); then Landlord shall be entitled to its election (unless Tenant shall cure such default prior to such election), to exercise concurrently or successively, any one or more of the following rights:
- i. Terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease, and all rights of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Premises to Landlord on the date specified in such notice; or
- ii. Terminate this Lease as provided herein and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, a sum which, at the date of such termination, represents the then value of the excess, if any, of (a) the Minimum Rent, Percentage Rent, Taxes and all other sums which would have been payable hereunder by Tenant for the period commencing with the day following the date of such termination and ending with the date herein before set for the expiration of the full term hereby granted, over (b) the aggregate reasonable rental value of the Premises for the same period, all of which excess sum shall be deemed immediately due and payable; or
- iii. Without terminating this Lease, declare immediately due and payable all Minimum Rent and other rents and amounts due and coming due under this Lease for the entire remaining term hereof, together with all other amounts previously due, at once; provided, however, that such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of rent for the remainder of said term. Upon making such payment, Tenant shall be entitled to receive from Landlord all rents received by Landlord from other assignees, tenants, and subtenants on account of said Premises during the term of this Lease, provided that the monies to which tenant shall so become entitled shall in no event exceed the entire amount actually paid by Tenant to Landlord pursuant to the preceding sentence less all costs, expenses and attorney's fees of Landlord incurred in connection with the reletting of the Premises; or

iv. Without terminating this Lease, and with or without notice to Tenant, Landlord may in its own name but as agent for Tenant enter into and upon and take possession of the Premises or any part thereof, and, at landlord's option, remove persons and property therefrom, and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of Tenant, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and Landlord may rent the Premises or any portion thereof as the agent of Tenant with or without advertisement, and by private negotiations and for any term upon such terms and conditions as Landlord may deem necessary or desirable in order to relet the Premises. Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Upon such reletting, all rentals received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of rent and other charges then due and unpaid hereunder; and the residue, if any shall be held by Landlord to the extent of and for application in payment of future rent as the same may become due and payable hereunder. In reletting the Premises as aforesaid, Landlord may grant rent concessions and Tenant shall not be credited therefor. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall, at Landlord's option, be calculated and paid monthly. No such reletting shall be construed as an election by Landlord to terminate this Lease unless a written notice of such election has been given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous default provided same has not been cured; or

v. Without liability to Tenant or any other party and without constituting a constructive or actual eviction, suspend or discontinue furnishing or rendering to Tenant any property, material, labor, Utilities or other service, whether Landlord is obligated to furnish or render the same, so long as Tenant is in default under this Lease; or

vi. Allow the Premises to remain unoccupied and collect rent from Tenant as it comes due; or

vii. Foreclose the security interest described herein, including the immediate taking of possession of all property on or in the Premises; or

viii. Pursue such other remedies as are available at law or equity.

e. Landlord's pursuit of any remedy of remedies, including without limitation, any one or more of the remedies stated herein shall not (1) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination, or (2) sever as the basis for any claim of constructive eviction, or allow Tenant to withhold any payments under this Lease.

Section 2. LANDLORD'S Self Help. If in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed and shall not cure such default within thirty (30) days after notice from Landlord specifying the default (or if such default shall reasonably take more than thirty (30) days to cure, shall diligently prosecuted the same to completion), Landlord may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Tenant, and any amount paid or contractual liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant and Tenant agrees to reimburse Landlord therefor and save Landlord harmless therefrom. Provided, however, that Landlord may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Tenant if any emergency situation exists, or after notice to Tenant, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Landlord's interest therein, or to prevent injury or damage to persons or property. If Tenant shall fail to reimburse Landlord upon demand for any amount paid for the account of Tenant hereunder, said amount shall be added to and become due as a part of the next payment of rent due and shall for all purposes be deemed and treated as rent hereunder.

Section 3. TENANT'S Self Help. If Landlord shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed, and if Landlord shall not cure such default within thirty (30) days after notice from Tenant specifying the default (or, if such default shall reasonably take more than thirty (30) days to cure, and Landlord shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion), Tenant may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Landlord and any amount paid or any contractual liability incurred by Tenant in so doing shall be deemed paid or incurred for the account of Landlord and Landlord shall reimburse Tenant therefor and save Tenant harmless therefrom. Provided, however, that Tenant may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Landlord if an emergency situation exists, or after notice to Landlord, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Tenant's interest therein or to prevent injury or damage to persons or property. If Landlord shall fail to reimburse Tenant upon demand for any amount paid or liability incurred for the account of Landlord hereunder, said amount or liability may be deducted by Tenant from the next or any succeeding payments of rent due hereunder; provided, however, that should said amount or the liability therefor be disputed by Landlord, Landlord may contest its liability or the amount thereof, through arbitration or through a declaratory judgment action and Landlord shall bear the cost of the filing fees therefor.

## ARTICLE XVI - TITLE

Section 1. Subordination. Tenant shall, upon the request of Landlord in writing, subordinate this Lease to the lien of any present or future institutional mortgage upon the Leased Premises irrespective of the time of execution or the time of recording of any such mortgage. Provided, however, that as a condition to such subordination, the holder of any such mortgage shall enter first into a written agreement with Tenant in form suitable for recording to the effect that:

a. in the event of foreclosure or other action taken under the mortgage by the holder thereof, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder, and

b. such holder shall permit insurance proceeds and condemnation proceeds to be used for any restoration and repair required by the provisions of Articles XII, XV or XIV, respectively. Tenant agrees that if the mortgagee or any person claiming under the mortgagee shall succeed to the interest of Landlord in this Lease, Tenant will recognize said mortgagee or person as its Landlord under the terms of this Lease, provided that said mortgagee or person for the period during which said mortgagee or person respectively shall be in possession of the Leased Premises and thereafter their respective successors in interest shall assume all of the obligations of Landlord hereunder. The word "mortgage", as used herein includes mortgages, deeds of trust or other similar instruments, and modifications, and extensions thereof. The term "institutional mortgage" as used in this Article XVI means a mortgage securing a loan from a bank (commercial or savings) or trust company, insurance company or pension trust or any other lender institutional in nature and constituting a lien upon the Leased Premises.

Section 2. Quiet Enjoyment. Landlord covenants and agrees that upon Tenant paying the rent and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed hereunder, that Tenant may peaceably and quietly have, hold, occupy and enjoy the Leased Premises in accordance with the terms of this Lease without hindrance or molestation from Landlord or any persons lawfully claiming through Landlord .

Section 3. Zoning and Good Title. Landlord warrants and represents, upon which warranty and representation Tenant has relied in the execution of this Lease, that Landlord is the owner of the Leased Premises, in fee simple absolute, free and clear of all encumbrances, except for the easements, covenants and restrictions of record as of the date of this Lease. Such exceptions shall not impede or interfere with the quiet use and enjoyment of the Leased Premises by Tenant. Landlord further warrants and covenants that this Lease is and shall be a first lien on the Leased Premises, subject only to any Mortgage to which this Lease is subordinate or may become subordinate pursuant to an agreement executed by Tenant, and to such encumbrances as shall be caused by the acts or omissions of Tenant; that Landlord has full right and lawful authority to execute this Lease for the term, in the manner, and upon the conditions and provisions herein contained; that there is no legal impediment to the use of the Leased Premises as set out herein; that the Leased Premises are not subject to any easements, restrictions, zoning ordinances or similar governmental regulations which prevent their use as set out herein; that the Leased Premises presently are zoned for the use contemplated herein and throughout the term of this lease may continue to be so used therefor by virtue of said zoning, under the doctrine of "non-conforming use", or valid and binding decision of appropriate authority, except, however, that said representation and warranty by Landlord shall not be applicable in the event that Tenant's act or omission shall invalidate the application of said zoning, the doctrine of "non-conforming use" or the valid and binding decision of the appropriate authority. Landlord shall furnish without expense to Tenant, within thirty (30) days after written request therefor by Tenant, a title report covering the Leased Premises showing the condition of title as of the date of such certificate, provided, however, that Landlord's obligation hereunder shall be limited to the furnishing of only one such title report.

Section 4. Licenses. It shall be the Tenant's responsibility to obtain any and all necessary licenses and the Landlord shall bear no responsibility therefor; the Tenant shall promptly notify Landlord of the fact that it has obtained the necessary licenses in order to prevent any delay to Landlord in commencing construction of the Leased Premises.

#### ARTICLE XVII - EXTENSIONS/WAIVERS/DISPUTES

Section 1. Extension Period. Any extension hereof shall be subject to the provisions of Article III hereof.

Section 2. Holding Over. In the event that Tenant or anyone claiming under Tenant shall continue occupancy of the Leased Premises after the expiration of the term of this Lease or any renewal or extension thereof without any agreement in writing between Landlord and Tenant with respect thereto, such occupancy shall not be deemed to extend or renew the term of the Lease, but such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions and conditions herein contained. The rental shall be the rental in effect during the term of this Lease as extended or renewed, prorated and payable for the period of such occupancy.

Section 3. Waivers. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

Section 4. Disputes. It is agreed that, if at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of the said party to institute suit for the recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease. If at any time a dispute shall arise between the parties hereto as to any work to be performed by either of them under the provisions hereof, the party against whom the obligation to perform the work is asserted may perform such work and pay the costs thereof "under protest" and the performance of such work shall in no event be regarded as a voluntary performance and shall survive the right on the part of the said party to

institute suit for the recovery of the costs of such work. If it shall be adjudged that there was no legal obligation on the part of the said party to perform the same or any part thereof, said party shall be entitled to recover the costs of such work or the cost of so much thereof as said party was not legally required to perform under the provisions of this Lease and the amount so paid by Tenant may be withheld or deducted by Tenant from any rents herein reserved.

Section 5. TENANT'S Right to cure LANDLORD'S Default. In the event that Landlord shall fail, refuse or neglect to pay any mortgages, liens or encumbrances, the judicial sale of which might affect the interest of Tenant hereunder, or shall fail, refuse or neglect to pay any interest due or payable on any such mortgage, lien or encumbrance, Tenant may pay said mortgages, liens or encumbrances, or interest or perform said conditions and charge to Landlord the amount so paid and withhold and deduct from any rents herein reserved such amounts so paid, and any excess over and above the amounts of said rents shall be paid by Landlord to Tenant.

Section 6. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail, return receipt requested, postage prepaid, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed. If intended for Landlord the same will be mailed to the address herein above set forth or such other address as Landlord may hereafter designate by notice to Tenant, and if intended for Tenant, the same shall be mailed to Tenant at the address herein above set forth, or such other address or addresses as Tenant may hereafter designate by notice to Landlord.

#### ARTICLE XVIII - PROPERTY DAMAGE

Section 1. Loss and Damage. Notwithstanding any contrary provisions of this Lease, Landlord shall not be responsible for any loss of or damage to property of Tenant or of others located on the Leased Premises, except where caused by the willful act or omission or negligence of Landlord, or Landlord's agents, employees or contractors, provided, however, that if Tenant shall notify Landlord in writing of repairs which are the responsibility of Landlord under Article VII hereof, and Landlord shall fail to commence and diligently prosecute to completion said repairs promptly after such notice, and if after the giving of such notice and the occurrence of such failure, loss of or damage to Tenant's property shall result from the condition as to which Landlord has been notified, Landlord shall indemnify and hold harmless Tenant from any loss, cost or expense arising therefrom.

Section 2. Force Majeure. In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, lack of funds shall not be deemed to be a cause beyond control of either party.

## ARTICLE XIX - MISCELLANEOUS

Section 1. Fixtures. All personal property, furnishings and equipment presently and all other trade fixtures installed in or hereafter by or at the expense of Tenant and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Leased Premises and used in the operation of the Tenant's business made to, in or on the Leased Premises by and at the expense of Tenant and susceptible of being removed from the Leased Premises without damage, unless such damage be repaired by Tenant, shall remain the property of Tenant and Tenant may, but shall not be obligated to, remove the same or any part thereof at any time or times during the term hereof, provided that Tenant, at its sole cost and expense, shall make any repairs occasioned by such removal.

Section 2. Estoppel Certificates. At any time and from time to time, Landlord and Tenant each agree, upon request in writing from the other, to execute, acknowledge and deliver to the other or to any person designated by the other a statement in writing certifying that the Lease is unmodified and is in full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the same, and the dates to which the rent and other charges have been paid.

Section 3. Invalidity of Particular Provision. If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 4. Captions and Definitions of Parties. The captions of the Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. The word "Landlord" and the pronouns referring thereto, shall mean, where the context so admits or requires, the persons, firm or corporation named herein as Landlord or the mortgagee in possession at any time, of the land and building comprising the Leased Premises. If there is more than one Landlord, the covenants of Landlord shall be the joint and several obligations of each of them, and if Landlord is a partnership, the covenants of Landlord shall be the joint and several obligations of each of the partners and the obligations of the firm. Any pronoun shall be read in the singular or plural and in such gender as the context may require. Except as in this Lease otherwise provided, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither any provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

Section 5. Brokerage. No party has acted as, by or through a broker in the effectuation of this Agreement, except as set out hereinafter.

Section 6. Entire Agreement. This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified in any way except by a writing executed by both parties.

Section 7. Governing Law. All matters pertaining to this agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of Kansas. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Sedgwick County, State of Kansas. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

Section 8. Contractual Procedures. Unless specifically disallowed by law, should litigation arise hereunder, service of process therefor may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.

Section 9. Extraordinary remedies. To the extent cognizable at law, the parties hereto, in the event of breach and in addition to any and all other remedies available thereto, may obtain injunctive relief, regardless of whether the injured party can demonstrate that no adequate remedy exists at law.

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written or have caused this Lease to be executed by their respective officers thereunto duly authorized.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
"LANDLORD"

\_\_\_\_\_  
"TENANT"

Michael McNown, Mayor  
City of Valley Center

\_\_\_\_\_  
Witness

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

{SEAL}

STATE OF KANSAS  
COUNTY OF SEDGWICK

EXHIBIT "A" LEGAL DESCRIPTION

The following described real property, together with all improvements thereon:

*(need full legal description)*

which has a street address as follows:

122 N. Park, Valley Center, KS *(30' x 40' warehouse attached to main structure)*

Initials:  
LANDLORD \_\_\_\_\_  
TENANT \_\_\_\_\_

EXHIBIT "B" TENANT PLANS AND SPECIFICATIONS

*(Insert construction diagram & list of improvements)*

Initials:  
LANDLORD \_\_\_\_\_  
TENANT \_\_\_\_\_



**To:** Mayor, City Council &  
Joel Pile, City Administrator

**From:** Neal Owings, Park & Public Buildings Superintendent

**Subject:** Supporting Information for the Proposed Construction of a City Animal Shelter.

Honorable Mayor, Members of Council and Mr. Pile,

This memo provides some background information and costs involved on the proposed Animal Shelter project that includes partnering with a local veterinarian interested in purchase of the former medical office building located at 122 N. Park. The proposed partnership between the Vet and the City consists of the back portion of building being leased to the City for re-model to construct an indoor animal shelter.

Construction/re-model work will consists of; Heat, Air & Ventilation work, Plumbing, Concrete work, Electrical, and General Contractors to complete the work.

In order for the building to be used for an animal shelter, certain criteria to house animals must be met. The city has met, reviewed and developed a scope of work needed to meet the needs and requirement to house animals.

The scope of work includes the following:

General Construction: Includes construction of a dividing wall with double doors to connect both sides with sheetrock & insulation. This walled off space is what the vet is willing to lease to the city. It measures approximately 38' x 35' and will house a bank of 10 kennels (2 rows of 5 back to back), a 6'x6' mechanical room, and 6'x8' storage closet. The area also allows for plenty of space for the compliance vehicle to completely pull in and unload animals safely

inside the building. The building walls have insulation and sheetrock on them currently. The contractor will make minor repairs to existing sheetrock and insulation as needed. Additionally the contractor will remove the existing sheetrock up 4' high from the floor and install moisture/mold resistant "green board" sheetrock. The finished walls will have FRP (fiberglass reinforced plastic) panels installed on them making them nearly maintenance free and easy to sanitize. The ceiling will be finished off with installation of acoustic ceiling tiles and R-19 insulation above.

Electrical: Includes installation of a new sub-panel to feed power to existing receptacles, service connection for heat & air units and service for security light. Work also includes installation of 16 florescent light fixtures, demo of existing wiring, lights and conduit as necessary and installation of a new receptacle and emergency exit lighting.

Plumbing: Includes the installation of a 40 gallon hot water tank with gas service line to the tank, 4 hot/cold water fixtures, 2 cold water fixtures, waste vent pipes and a floor drain in the mechanical room. Work will also include a trough drain to handle animal waste and wash down of the facility. The above work will provide the frame for the necessary water hook ups needed to install the pet wash tub, sink and aid in proper sanitation of the facility.

Concrete: Work includes cutting and removal of existing concrete areas as needed to assist plumbers with installation of trough drains, water lines and waste lines that connect to existing sanitary sewer. In addition, concrete work will also include forming, pouring and establishing proper grade of the trough drain.

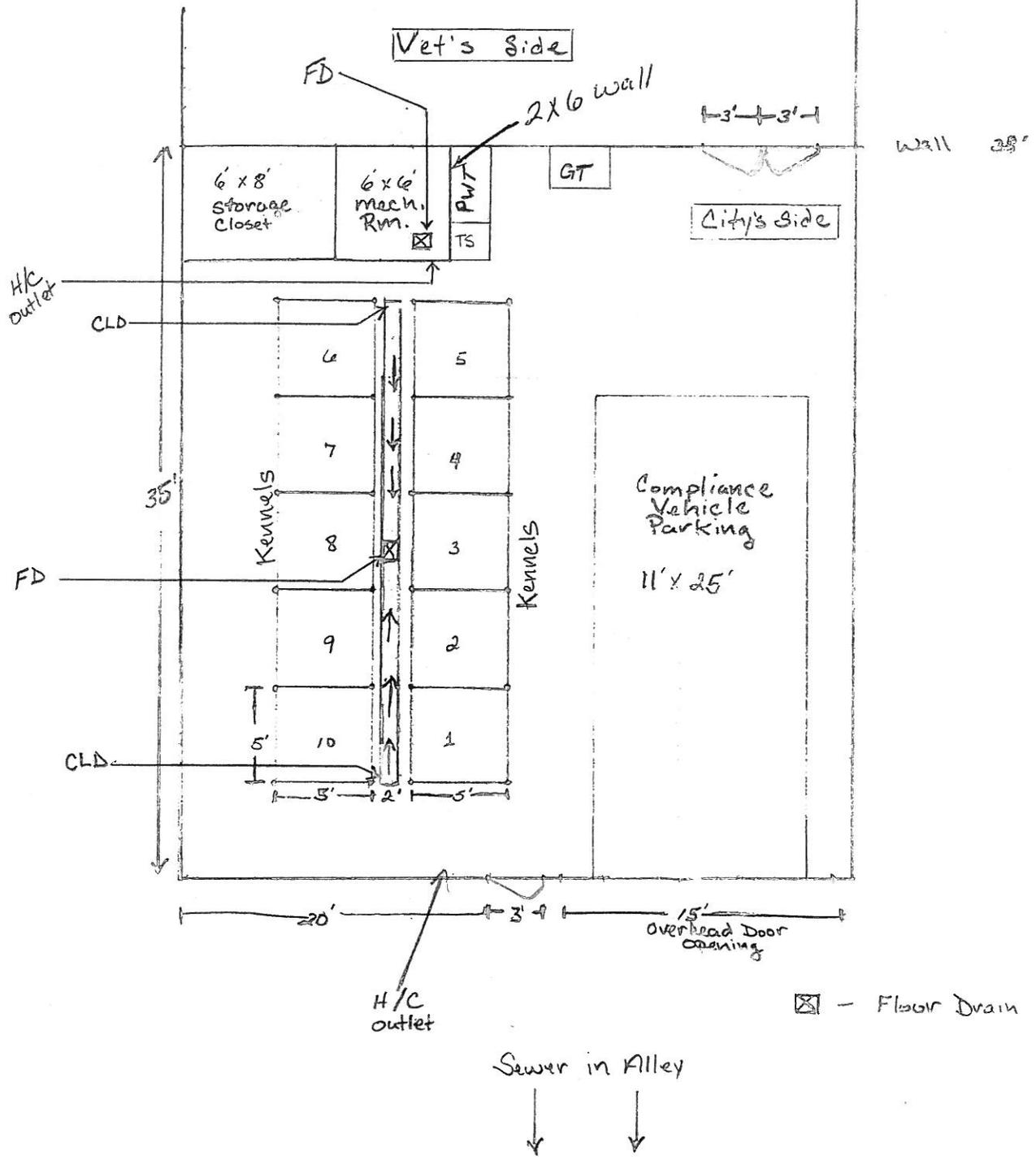
HVAC: (Heating, air conditioning and ventilation) Work will include installation of (2) 30,000BTU tube heaters and one 3 ton package air conditioning unit including duct work, as well as (2) exhaust fans to handle the necessary number of air exchanges per hour as recommended for kennels.

City: The city will handle the purchase and/or installation of the following specified equipment: a pet wash tub, a tub sink, 10 – 5'x5' kennels, apply concrete sealer over the floor, key pad for the overhead door and an exam table.

# Animal Shelter Detail

- DK — Desk 36" x 60"
- GT — Grooming Table 24" x 36"
- TS — Tub Sink 24" x 26"
- PWT — Pet Wash Tub 48" x 24"
- H/C — Hot/Cold outlet
- FD — Floor Drain
- CLD — Cold outlet

North →  
1/8" = 1'



# Expense Budget

## Animal Shelter

November-11

Electrical	Budget	Actual	Difference (\$)	Difference (%)	
Elect. Pannel Install	\$ 2,120		\$ (2,120)	0.0%	
Ceiling Lights T-8 fixtures	3,500		(3,500)	0.0%	
Install MotionLight - back door	\$ 360		\$ (360)	0.0%	
Exit Signs & Emergency Lights -2	700		(700)	0.0%	
HVAC electrical budget	800		(800)	0.0%	
Outlets to desk	425		(425)	0.0%	
Permit	100		(100)	0.0%	Elect Sub-Total w/o contingency
Contingency 10%	765		(765)	0.0%	8,005
Plumbing	Budget	Actual	Difference (\$)	Difference (%)	
Install cold water, waste & Vent lines for kennels, Install cold water for kennels, Install hot/cold on east end of bldg.	4,180		(4,180)	0.0%	
Install hot/cold lines and waste & vent lines for tub sink & wash tub, Install hot/cold on west wall, install floor drain for mechanical rm, set tub sink & pet wash tub, Install 40 gal hot water tank & gas line, install gas line for HVAC	3,535		(3,535)	0.0%	
Permit	100		(100)	0.0%	Plumbing Sub-Total w/o contingency
Contingency 10%	780		(780)	0.0%	7,815
Concrete	Budget	Actual	Difference (\$)	Difference (%)	
Concrete Cutting, Concrete Trough Drain Construction	2,210		(2,210)	0.0%	
Permit	100		(100)	0.0%	Concrete Sub-Total w/o contingency
Contingency 10%	220		(220)	0.0%	2,310
HVAC	Budget	Actual	Difference (\$)	Difference (%)	
2 -Tube Heaters, 2 - Exhaust Fans w/ motorized louvers & a 3 Ton AC Unit	11,654		(11,654)	0.0%	
Duct Work & separate controls					
Permit	100		(100)	0.0%	HVAC Sub-Total w/o contingency
Contingency 10%	1,150		(1,150)	0.0%	11,754
General	Budget	Actual	Difference (\$)	Difference (%)	
Construct 38' Wall w/insulation & sheetrock	2,685		(2,685)	0.0%	
Double Doors w/ 6' opening & Windows - fire rated	1,050		(1,050)	0.0%	
Door locks	100		(100)	0.0%	
Construct Storage Closet 6'x8' & Mechanical Room 6'x6'	2,300		(2,300)	0.0%	
Remove bottom 4' of existing sheetrock & replace w/ 'Green' Board	1,125		(1,125)	0.0%	
Misc. Sheetrock Repair - contingency	250		(250)	0.0%	
Misc. Insulation Repair - contingency	250		(250)	0.0%	
Supply & Install FRP pannels on walls incl.trim	6,725		(6,725)	0.0%	
Supply & Install vinyl base on walls	300		(300)	0.0%	
Ceiling Tile & Insulation	2,702		(2,702)	0.0%	
Permit	100		(100)	0.0%	General Sub -Total w/o contingency
Contingency 10%	1,750		(1,750)	0.0%	17,587
Supplies	Budget	Actual	Difference (\$)	Difference (%)	
Exam Table	150		(150)	0.0%	
Wash Tub System - Poly	1,709		(1,709)	0.0%	
10 Portable Kennels - Concrete trough drain in-between kennels.	6,720		(6,720)	0.0%	5 kennels cost 3,360 10 kennels 6,720
Key Pad for O/H door	150		(150)	0.0%	
Shipping estimates	2,000		(2,000)	0.0%	
Concrete sealer	200		(200)	0.0%	
					Supplies Sub Total 10,929
Total Expenses	Budget	Actual	Difference (\$)	Difference (%)	
	\$ 63,065	\$ -	\$ (63,065)	0.0%	
Total Contingency \$ of Budget	\$ 4,665				
(Deducts) Costs shared with Vet					
1/2 of wall construction	\$ 1,342				
1/2 of double door	\$ 525				
1/2 door locks	\$ 50				
<b>Total</b>	<b>\$ 1,917</b>				



**NEW!!!! PLP56 Isolation Panel - \$210.00 ea.**  
 5' wide x 6' high, bottom 4' of isolation material, top 2' of solid steel bars  
 18-gauge, 1-1/4" square-tube vertical frame  
 10mm polyethylene inserts, ribbed and corrugated  
 Easily washed, strong, and functional.

Call Toll Free 1-800-760-3841 to order.



These top panels are a great way to stop dog kennel climbers from climbing up the side of the kennel and jumping out. Each panel measures 5 ft x 5ft. ( 4 panels are needed for a 10 ft x 10 ft kennel). Mounting hardware is included. Model 55T- \$95.00 each.

Call Toll Free 1-800-760-3841 to order or [Click Here to Order On-line](#)

[Click here for assembly instructions.](#)



Design your own kennel by adding the gate panels you need! Each PL605 gate panel comes with 2 panel connectors and latch assembly. Measures 5 ft. wide x 6 ft. tall.

(Please click below for shipping specifications) **\$185.00 ea.**

Approximate shipping weight 65 lbs.

[Click here to order on-line](#)

[Click Here for Shipping Information](#)



HARIMON HOMES INC.  
 Valley Center Animal Shelter  
 Remodel Quote  
 December 28, 2010

Description of Work to be Completed by Harimon Homes, Inc.:

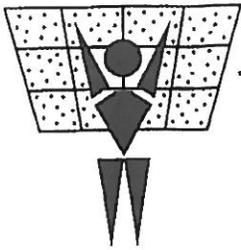
Build 38' Wide by Gable Height 2"x 4" Divider Wall Insulate Divider Wall with R-13 Batt Insulation Install 5/8" Sheetrock on West Side and Finish (Ready for Paint) Install 5'8" Sheetrock on East Side with Bottom 4' "Green" Board	\$2685
Add 6' Double Steel Door w/Window in Divider Wall	\$1050
(2) Door Lock Hardware "Budget"	\$100
Build 6' x 8' Storage Closet w/Ceiling, Painted Sheetrock and Shelving Build 6' x 6' Mechanic Room with 2"x 6" North Wall (No Ceiling or Sheetrock Included Inside Mechanic Room) 5/8" Sheetrock on Exterior of Storage Closet and Mechanic Room	\$2300
Remove Bottom 4' of Existing Sheetrock, Haul Off and Replace with "Green" Board	\$1125
Misc. Sheetrock Repair "Budget"	\$250
Misc. Insulation Repair "Budget"	\$250
Supply and Install 4' x 10' FRP Panels/Trim on all Walls Except Interior of Storage Closet and Mechanic Room	\$6725
Supply and Install 145 Linear Feet of Vinyl Base on All Walls Except Interior of Mechanic Room	\$300
Total Material/Labor Cost	<u>\$14785</u>

*(Handwritten initials: KEH)*

Note:

1. Bid Good for 30 Days From Bid Date
2. Bid Does "Not" Include any Permit Fees
3. No Electrical, Heat/Air or Plumbing Included in Bid
4. No Concrete Work Included in Bid
5. No Cabinets Included in Bid

Customer Signature \_\_\_\_\_ Date of Acceptance \_\_\_/\_\_\_/\_\_\_



**SPEXARTH  
ACOUSTICS  
INC.**

P.O. Box 204  
Colwich, Kansas 67030  
(316)796-1925  
FAX 796-0746

01-05-11

City Of Valley Center  
Attn: Neal Owens

Project: Animal Shelter

Labor and materials to install the Acoustical Ceilings in the above  
mention project for the sum of \$2,052.00. Add \$650.00 for R-19 fiberglass  
insulation.

SALES TAX IS NOT INCLUDED IN OUR PRICE.

**If you have any questions please contact me at (316) 371-7756.**

Respectfully Submitted:

Terrence D. Spexarth  
Vice-President

*Our Job Is Always Looking Up!*



## Shelley Electric, Inc.

3619 West 29th St. South  
 P.O. Box 12124  
 Wichita, KS 67277  
 Telephone: (316) 945-8311  
 Fax: (316) 945-2604

11/22/2010

City Of Valley Center  
 545 West Clay  
 Valley Center, KS 67147

Attention: Neal Owings

Subject: Proposed Animal Shelter

Neal,

Shelley Electric, Inc. is pleased to offer the following proposal for the above-referenced project.

Electrical Panel Install Budget Price: \$ 2,120.00  
 Ceiling Lights Budget Price: \$ 3,500.00  
 Motion Lights Budget Price: \$ 360.00  
 Ceiling Fans Budget Price: \$ 1,100.00  
 Exit Signs Budget Price: \$ 700.00  
 HVAC Electrical Budget Price: \$ 800.00  
 120-volt Power for Desk Budget Price: \$ 425.00

Electrical Panel Install Budget Includes:

Provide and install a 30-circuit 120/240-volt panel in the wall of the new space  
 Install a 100-amp feeder from the existing electrical panel to the new panel as needed  
 Demo the existing outlets, lights, and conduit as needed  
 Re-feed the power to the door opener out of the new panel

Ceiling Lights Budget Includes:

Provide and install 16 2x4 lay in light fixtures as needed  
 Provide 2 3-way light switches (1 at each walk through door)  
 Provide 2 emergency ballasts in the light fixtures for emergency lighting

Motion Lights Budget Includes:

Provide and install a motion light on the back of the building  
 Provide and install conduit and wire from the panel to the motion light

Ceiling Fans Budget Includes:

Install 4 ceiling fans (**fans provided by others**)  
 Provide and install a wall switch for fan control  
 Install conduit and wire from the electrical panel to the fans

Exit Signs Budget Includes:

Provide and install 2 Exit signs as needed  
Install conduit and wire from the electrical panel to the signs

HVAC Budget Includes:

Provide and install a 30-amp circuit from the panel to the condensing unit  
Install a disconnect for the condensing unit as needed  
Provide and install a 120-volt circuit from the panel to the heater location  
Provide a disconnect for the 120-volt heater circuit as required

120-volt Desk Power Budget Includes:

Install a 120-volt circuit from the panel to the desk  
Install a duplex outlet as needed

\*\* All work to be done during normal work hours

If you have any questions, or need additional information, please call me at (316)-945-8311.

Respectfully Submitted,  
Shelley Electric, Inc.



Dan Little  
Service Manager

## D & D PLUMBING, INC.

P.O. Box 243  
 VALLEY CENTER, KANSAS 67147  
 License #1361  
 Phone 755-1277

PROPOSAL SUBMITTED TO <b>City of Valley Center</b>	PHONE <b>755-7320</b>	DATE <b>Jan. 6, 11</b>
STREET <b>545 W. Clay</b>	JOB NAME <b>Animal Shelter</b>	
CITY, STATE and ZIP CODE <b>Valley Center, Kansas 67147</b>	JOB LOCATION <b>122 N. Park</b>	
ARCHITECT	DATE OF PLANS	JOB PHONE

We hereby submit specifications and estimates for:

Install cold water waste & vent lines for kennels

Install floor drain for kennels

Install hot & cold water outlets on East end of building

Material \$ 1030.00

Labor \$ 3150.00

Install hot & cold water lines for owners tub sink & pet wash tub

Install hot & cold water faucet by tub sink

Install waste & vent for tub sink and pet wash tub

Install floor drain for mechanical room

Set owners fixtures (tub sink & pet wash tub)

Material \$ 690.00

Labor \$ 1500.00

Install 40 gallon water heater & gas pipe

Material \$ 487.00

Labor \$ 225.00

Install gas piping for furnace Material \$ 350.00 Labor \$ 283.00

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Seven Thousand Seven Hundred Fifteen Dollars and no/100-----dollars (\$ 7,715.00 ).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

*Bradley J. Bala*

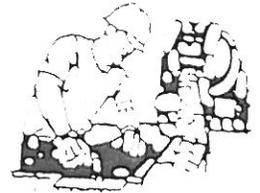
Note: This proposal may be withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_



## Central Construction

ESTIMATE

1-9-11

Mike Neal  
P O Box 57  
Valley Center Ks 67147  
316-755-2140

CITY OF VALLEY CENTER  
545 W. CLAY  
VALLEY CENTER, KS. 67147

JOB: 122 N. PARK  
VALLEY CENTER, KS. 67147

CUT APPROX. 50' OF CONCRETE & REMOVE.  
HAUL AWAY CONCRETE & ANY EXCAVATED DIRT.  
FILL TRENCHES WITH SAND. DRILL & PIN  
DOWEL RODS TO EXISTING SLAB, PLACE #3 &  
#4 REBAR 24" O.C. WHEEL BARROW NEW CONCRETE  
INTO CUTOUT AREA. POUR KENNEL AREA TO  
MIDDLE DRAIN. ALL LABOR & MATERIAL INCLUDED.  
THIS DOES NOT COVER ANY UNFORSEEN PROBLEMS.

\$2210.<sup>00</sup>

50% DOWN  
50% UPON COMPLETION

PRICE GOOD FOR 60 DAYS

*Bryan's*

**HEATING & AIR CONDITIONING, INC.**

Lic. #1696S

700 Ramsey Drive • Valley Center, KS 67147  
(316) 755-2447 • Fax: (316) 755-2904

Date: JAN. 6, 2011

<b>Customer:</b> CITY OF VALLEY CENTER	
<b>Attn:</b> NEAL OWINGS	
<b>Street:</b> P.O. BOX 188	
<b>City, State:</b> VALLEY CENTER, KS 67147	
<b>Cust. Ph.:</b> 755-7320	
<b>Cust. Fax:</b> -	
	<b>Terms: Net 10</b> <b>Prices quoted valid for 30 days</b>

We are pleased to quote you on the following items:

INSTALL (2) 30,000 BTU TUBE HEATERS, (2) 1,200 CFM EXHAUST FANS WITH (2) MOTORIZED LOUVRES, AND ONE 3-TON, 13 SEER A/C SYSTEM.

\$ 11,654.00

\*\*PROPOSAL INCLUDES PERMIT, MATERIALS, TAX & LABOR.



Bryan Naccarato  
Bryan's Heating and Air Conditioning, Inc.

## **CONSENT AGENDA**

**A. REVENUE and EXPENSE FINANCIAL SUMMARIES**  
**for DECEMBER 2010**

**B. REVIEW & APPROVAL of 2011 EMERGENCY WATER**  
**SUPPLY PLAN**

**C. APPROVAL of 2011 SENIOR CLUB COORDINATOR**  
**CONTRACT**

### **RECOMMENDED ACTION:**

Staff recommends motion to approve the Consent Agenda as presented.

## **CONSENT AGENDA**

### **A. REVENUE and EXPENSE FINANCIAL SUMMARIES for DECEMBER 2010:**

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

1-12-2011 04:17 PM

CITY OF VALLEY CENTER  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: DECEMBER 31ST, 2010

PAGE: 1

010-GENERAL FUND  
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	1,006,510.00	33,685.13	0.00	1,001,495.70	0.00	5,014.30	99.50
INTERGOVERNMENTAL	470,527.00	36,912.81	0.00	450,420.89	0.00	20,106.11	95.73
LICENSES & PERMITS	512,760.00	18,708.69	0.00	497,733.40	0.00	15,026.60	97.07
CHARGES FOR SERVICES	6,900.00	1,025.00	0.00	10,544.00	0.00 (	3,644.00	152.81
FINES & FORFEITURES	65,000.00	6,142.74	0.00	71,864.18	0.00 (	6,864.18	110.56
USE OF MONEY & PROPERTY	26,200.00	140.00	0.00	5,054.97	0.00	21,145.03	19.29
OTHER REVENUES	60,000.00	27,628.50	0.00	75,161.72	0.00 (	15,161.72	125.27
MISCELLANEOUS	101,000.00	236.00	0.00	5,932.77	0.00	95,067.23	5.87
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL REVENUES</b>	<b>2,248,897.00</b>	<b>124,478.87</b>	<b>0.00</b>	<b>2,118,207.63</b>	<b>0.00</b>	<b>130,689.37</b>	<b>94.19</b>
<u>EXPENDITURE SUMMARY</u>							
<u>ADMINISTRATION</u>							
PERSONNEL SERV. & BENEF.	216,400.00	17,942.60	0.00	236,550.18	0.00 (	20,150.18	109.31
CONTRACTUAL SERVICES	112,400.00	14,805.89	0.00	152,784.83	3,385.47 (	43,770.30	138.94
COMMODITIES	10,500.00	1,904.38	0.00	9,244.36	0.00	1,255.64	88.04
CAPITAL OUTLAY	18,000.00	2,000.00	0.00	7,138.22	0.00	10,861.78	39.66
OTHER COSTS/MISC.	46,000.00	6,270.39	0.00	18,356.04	715.18	26,928.78	41.46
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL ADMINISTRATION</b>	<b>403,300.00</b>	<b>42,923.26</b>	<b>0.00</b>	<b>424,073.63</b>	<b>4,100.65 (</b>	<b>24,874.28</b>	<b>106.17</b>
<u>LEGAL &amp; MUNICIPAL COURT</u>							
PERSONNEL SERV. & BENEF.	89,325.00	4,791.25	0.00	60,501.29	0.00	28,823.71	67.73
CONTRACTUAL SERVICES	10,270.00	1,502.24	0.00	18,060.52	115.12 (	7,905.64	176.98
COMMODITIES	850.00	128.66	0.00	563.16	0.00	286.84	66.25
CAPITAL OUTLAY	0.00	1,500.00	0.00	1,669.00	0.00 (	1,669.00	0.00
OTHER COSTS/MISC.	20,000.00	254.98	0.00	14,845.27	702.24	4,452.49	77.74
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL LEGAL &amp; MUNICIPAL COURT</b>	<b>120,445.00</b>	<b>8,177.13</b>	<b>0.00</b>	<b>95,639.24</b>	<b>817.36</b>	<b>23,988.40</b>	<b>80.08</b>
<u>COMMUNITY DEVELOPMENT</u>							
PERSONNEL SERV. & BENEF.	51,625.00	3,663.53	0.00	42,173.43	0.00	9,451.57	81.69
CONTRACTUAL SERVICES	32,000.00	733.85	0.00	20,622.18	148.75	11,229.07	64.91
COMMODITIES	500.00	248.45	0.00	890.44	0.00 (	390.44	178.09
CAPITAL OUTLAY	3,000.00	0.00	0.00	1,633.47	0.00	1,366.53	54.45
OTHER COSTS/MISC.	10,000.00	1,002.93	0.00	1,768.59	250.00	7,981.41	20.19
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL COMMUNITY DEVELOPMENT</b>	<b>97,125.00</b>	<b>5,648.76</b>	<b>0.00</b>	<b>67,088.11</b>	<b>398.75</b>	<b>29,638.14</b>	<b>69.48</b>

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CITY OF VALLEY CENTER  
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010-GENERAL FUND  
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<b>POLICE</b>							
PERSONNEL SERV. & BENEF.	523,350.00	38,942.20	0.00	513,448.07	0.00	9,901.93	98.11
CONTRACTUAL SERVICES	66,050.00	2,297.04	0.00	52,302.39	144.59	13,603.02	79.40
COMMODITIES	31,000.00	3,647.85	0.00	25,882.10	2,379.44	2,738.46	91.17
CAPITAL OUTLAY	48,700.00	2,000.00	0.00	47,525.92	2,566.10 (	1,392.02	102.86
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL POLICE	669,100.00	46,887.09	0.00	639,158.48	5,090.13	24,851.39	96.29
<b>FIRE</b>							
PERSONNEL SERV. & BENEF.	111,413.00	7,601.35	0.00	136,396.72	0.00 (	24,983.72	122.42
CONTRACTUAL SERVICES	43,360.00	824.54	0.00	35,456.48	9.69	7,893.83	81.79
COMMODITIES	7,400.00	772.57	0.00	5,030.34	55.81	2,313.85	68.73
CAPITAL OUTLAY	17,500.00	493.77	0.00	6,280.63	0.00	11,219.37	35.89
OTHER COSTS/MISC.	3,000.00	0.00	0.00	2,867.23	0.00	132.77	95.57
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FIRE	182,673.00	9,692.23	0.00	186,031.40	65.50 (	3,423.90	101.87
<b>EMERGENCY COMMUNICATIONS</b>							
PERSONNEL SERV. & BENEF.	144,363.00	10,394.17	0.00	139,870.73	0.00	4,492.27	96.89
CONTRACTUAL SERVICES	20,030.00	1,729.76	0.00	18,975.23	399.11	655.66	96.73
COMMODITIES	680.00	100.06	0.00	1,050.25	0.00 (	370.25	154.45
CAPITAL OUTLAY	4,500.00	0.00	0.00	3,081.37	0.00	1,418.63	68.47
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EMERGENCY COMMUNICATIONS	169,573.00	12,223.99	0.00	162,977.58	399.11	6,196.31	96.35
<b>STREET</b>							
PERSONNEL SERV. & BENEF.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL STREET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>COMMUNITY BUILDING</b>							
PERSONNEL SERV. & BENEF.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	0.00	0.00	0.00	65.00	0.00 (	65.00	0.00
COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL COMMUNITY BUILDING	0.00	0.00	0.00	65.00	0.00 (	65.00	0.00



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010-GENERAL FUND  
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<b>PUBLIC WKS STORAGE BLDG</b>							
PERSONNEL SERV. & BENEF.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL PUBLIC WKS STORAGE BLDG	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL EXPENDITURES</b>							
	2,098,466.00	162,029.31	0.00	2,006,880.83	16,828.23	74,756.94	96.44
<b>** REVENUE OVER(UNDER) EXPENDITURES **</b>							
	150,431.00 (	37,550.44)	0.00	111,326.80 (	16,828.23)	55,932.43	62.82
OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OTHER SOURCES/(USES)	0.00		0.00	0.00	0.00	0.00	0.00
<b>REVENUE &amp; OTHER SOURCES OVER/ (UNDER) EXPENDITURES &amp; OTHER (USES)</b>							
	150,431.00 (	37,550.44)	0.00	111,326.80 (	16,828.23)	55,932.43	62.82

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CITY OF VALLEY CENTER  
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110-EMPLOYEE BENEFITS  
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	560,625.00	14,537.17	0.00	557,156.46	0.00	3,468.54	99.38
USE OF MONEY & PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER REVENUES	15,000.00	0.00	0.00	26,879.96	0.00 (	11,879.96	179.20
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	403.55	0.00 (	403.55	0.00
<b>TOTAL REVENUES</b>	<b>575,625.00</b>	<b>14,537.17</b>	<b>0.00</b>	<b>584,439.97</b>	<b>0.00 (</b>	<b>8,814.97</b>	<b>101.53</b>
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	570,600.00	6,953.90	0.00	568,932.75	0.00	1,667.25	99.71
CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	30,000.00	0.00	0.00	7,662.33	0.00	22,337.67	25.54
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL NON-DEPARTMENTAL</b>	<b>600,600.00</b>	<b>6,953.90</b>	<b>0.00</b>	<b>576,595.08</b>	<b>0.00</b>	<b>24,004.92</b>	<b>96.00</b>
<u>ADMINISTRATION</u>							
PERSONNEL SERV. & BENEF.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL ADMINISTRATION</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL EXPENDITURES</b>	<b>600,600.00</b>	<b>6,953.90</b>	<b>0.00</b>	<b>576,595.08</b>	<b>0.00</b>	<b>24,004.92</b>	<b>96.00</b>
<b>** REVENUE OVER(UNDER) EXPENDITURES *(</b>	<b>24,975.00)</b>	<b>7,583.27</b>	<b>0.00</b>	<b>7,844.89</b>	<b>0.00 (</b>	<b>32,819.89</b>	<b>31.41-</b>
OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OTHER SOURCES/(USES)	0.00		0.00	0.00	0.00	0.00	0.00
<b>REVENUE &amp; OTHER SOURCES OVER/ (UNDER) EXPENDITURES &amp; OTHER (USES) (</b>	<b>24,975.00)</b>	<b>7,583.27</b>	<b>0.00</b>	<b>7,844.89</b>	<b>0.00 (</b>	<b>32,819.89</b>	<b>31.41-</b>

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140-LIBRARY  
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	217,850.00	6,072.23	0.00	217,398.31	0.00	451.69	99.79
USE OF MONEY & PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL REVENUES</b>	<b>217,850.00</b>	<b>6,072.23</b>	<b>0.00</b>	<b>217,398.31</b>	<b>0.00</b>	<b>451.69</b>	<b>99.79</b>
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
OTHER COSTS/MISC.	243,750.00	24,502.54	0.00	217,398.31	0.00	26,351.69	89.19
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL NON-DEPARTMENTAL</b>	<b>243,750.00</b>	<b>24,502.54</b>	<b>0.00</b>	<b>217,398.31</b>	<b>0.00</b>	<b>26,351.69</b>	<b>89.19</b>
<u>ADMINISTRATION</u>							
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL ADMINISTRATION</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL EXPENDITURES</b>	<b>243,750.00</b>	<b>24,502.54</b>	<b>0.00</b>	<b>217,398.31</b>	<b>0.00</b>	<b>26,351.69</b>	<b>89.19</b>
** REVENUE OVER(UNDER) EXPENDITURES *(	25,900.00)	( 18,430.31)	0.00	0.00	0.00	( 25,900.00	0.00
OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OTHER SOURCES/(USES)	0.00		0.00	0.00	0.00	0.00	0.00
<b>REVENUE &amp; OTHER SOURCES OVER/ (UNDER) EXPENDITURES &amp; OTHER (USES) (</b>	<b>25,900.00)</b>	<b>( 18,430.31)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>( 25,900.00</b>	<b>0.00</b>

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150-SPECIAL HIGHWAY  
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL	742,920.00	36,912.80	0.00	710,123.40	0.00	32,796.60	95.59
USE OF MONEY & PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER REVENUES	0.00	0.00	0.00	887.54	0.00 (	887.54	0.00
MISCELLANEOUS	0.00	0.00	0.00	276.24	0.00 (	276.24	0.00
<b>TOTAL REVENUES</b>	<b>742,920.00</b>	<b>36,912.80</b>	<b>0.00</b>	<b>711,287.18</b>	<b>0.00</b>	<b>31,632.82</b>	<b>95.74</b>
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	215,200.00	12,606.00	0.00	206,930.42	0.00	8,269.58	96.16
CONTRACTUAL SERVICES	47,100.00	1,986.14	0.00	38,159.37	16.25	8,924.38	81.05
COMMODITIES	75,800.00	5,204.26	0.00	56,732.90	720.00	18,347.10	75.80
CAPITAL OUTLAY	328,500.00	17,331.44	0.00	285,999.91	9,835.02	32,665.07	90.06
OTHER COSTS/MISC.	66,000.00	0.00	0.00	613.82	0.00	65,386.18	0.93
DEBT SERVICE	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL NON-DEPARTMENTAL</b>	<b>742,600.00</b>	<b>37,127.84</b>	<b>0.00</b>	<b>588,436.42</b>	<b>10,571.27</b>	<b>143,592.31</b>	<b>80.66</b>
<b>TOTAL EXPENDITURES</b>	<b>742,600.00</b>	<b>37,127.84</b>	<b>0.00</b>	<b>588,436.42</b>	<b>10,571.27</b>	<b>143,592.31</b>	<b>80.66</b>
<b>** REVENUE OVER(UNDER) EXPENDITURES **</b>	<b>320.00 (</b>	<b>215.04)</b>	<b>0.00</b>	<b>122,850.76 (</b>	<b>10,571.27)(</b>	<b>111,959.495,087.34</b>	
OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OTHER SOURCES/(USES)	0.00		0.00	0.00	0.00	0.00	0.00
<b>REVENUE &amp; OTHER SOURCES OVER/ (UNDER) EXPENDITURES &amp; OTHER (USES)</b>	<b>320.00 (</b>	<b>215.04)</b>	<b>0.00</b>	<b>122,850.76 (</b>	<b>10,571.27)(</b>	<b>111,959.495,087.34</b>	

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160-EMERGENCY EQUIPMENT  
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	47,610.00	1,349.23	0.00	48,302.99	0.00 (	692.99	101.46
OTHER REVENUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL REVENUES</b>	<b>47,610.00</b>	<b>1,349.23</b>	<b>0.00</b>	<b>48,302.99</b>	<b>0.00 (</b>	<b>692.99</b>	<b>101.46</b>
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
CAPITAL OUTLAY	47,556.00	0.00	0.00	0.00	0.00	47,556.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL NON-DEPARTMENTAL</b>	<b>47,556.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>47,556.00</b>	<b>0.00</b>
<b>TOTAL EXPENDITURES</b>	<b>47,556.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>47,556.00</b>	<b>0.00</b>
<b>** REVENUE OVER(UNDER) EXPENDITURES **</b>	<b>54.00</b>	<b>1,349.23</b>	<b>0.00</b>	<b>48,302.99</b>	<b>0.00 (</b>	<b>48,248.999,449.98</b>	
OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OTHER SOURCES/(USES)	0.00		0.00	0.00	0.00	0.00	0.00
<b>REVENUE &amp; OTHER SOURCES OVER/ (UNDER) EXPENDITURES &amp; OTHER (USES)</b>	<b>54.00</b>	<b>1,349.23</b>	<b>0.00</b>	<b>48,302.99</b>	<b>0.00 (</b>	<b>48,248.999,449.98</b>	

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CITY OF VALLEY CENTER  
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410-BOND & INTEREST  
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	546,600.00	9,981.66	0.00	514,874.50	0.00	31,725.50	94.20
USE OF MONEY & PROPERTY	2,500.00	0.00	0.00	546.70	0.00	1,953.30	21.87
OTHER REVENUES	866,200.00	0.00	0.00	1,067,406.86	0.00	201,206.86	123.23
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISC TRANSFERS	30,000.00	0.00	0.00	0.00	0.00	30,000.00	0.00
MISC TRANSFERS	186,400.00	0.00	0.00	0.00	0.00	186,400.00	0.00
<b>TOTAL REVENUES</b>	<b>1,631,700.00</b>	<b>9,981.66</b>	<b>0.00</b>	<b>1,582,828.06</b>	<b>0.00</b>	<b>48,871.94</b>	<b>97.00</b>
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
CONTRACTUAL SERVICES	5,000.00	0.00	0.00	171.00	0.00	4,829.00	3.42
COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	14,501.00	0.00	0.00	0.00	0.00	14,501.00	0.00
OTHER COSTS/MISC.	140,000.00	0.00	0.00	0.00	0.00	140,000.00	0.00
DEBT SERVICE	1,640,536.00	0.00	0.00	239,113.76	0.00	1,401,422.24	14.58
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL NON-DEPARTMENTAL</b>	<b>1,800,037.00</b>	<b>0.00</b>	<b>0.00</b>	<b>239,284.76</b>	<b>0.00</b>	<b>1,560,752.24</b>	<b>13.29</b>
<u>ADMINISTRATION</u>							
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL ADMINISTRATION</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL EXPENDITURES</b>	<b>1,800,037.00</b>	<b>0.00</b>	<b>0.00</b>	<b>239,284.76</b>	<b>0.00</b>	<b>1,560,752.24</b>	<b>13.29</b>
<b>** REVENUE OVER(UNDER) EXPENDITURES *(</b>	<b>168,337.00)</b>	<b>9,981.66</b>	<b>0.00</b>	<b>1,343,543.30</b>	<b>0.00</b>	<b>( 1,511,880.30</b>	<b>798.13-</b>
OTHER FINANCING SOURCES	186,400.00	0.00	0.00	0.00	0.00	186,400.00	0.00
OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>NET OTHER SOURCES/(USES)</b>	<b>186,400.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>186,400.00</b>	<b>0.00</b>
<b>REVENUE &amp; OTHER SOURCES OVER/ (UNDER) EXPENDITURES &amp; OTHER (USES)</b>	<b>18,063.00</b>	<b>9,981.66</b>	<b>0.00</b>	<b>1,343,543.30</b>	<b>0.00</b>	<b>( 1,325,480.307,438.10</b>	

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CITY OF VALLEY CENTER  
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610-WATER OPERATING  
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CHARGES FOR SERVICES	1,023,100.00	101,216.61	0.00	1,082,238.26	0.00 (	59,138.26	105.78
USE OF MONEY & PROPERTY	3,000.00	0.00	0.00	0.00	0.00	3,000.00	0.00
OTHER REVENUES	0.00	35.99	0.00	325.99	0.00 (	325.99	0.00
MISCELLANEOUS	0.00	0.00	0.00	4,110.94	0.00 (	4,110.94	0.00
<b>TOTAL REVENUES</b>	<b>1,026,100.00</b>	<b>101,252.60</b>	<b>0.00</b>	<b>1,086,675.19</b>	<b>0.00 (</b>	<b>60,575.19</b>	<b>105.90</b>
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	291,500.00	20,630.32	0.00	298,288.53	0.00 (	6,788.53	102.33
CONTRACTUAL SERVICES	495,010.00	33,799.53	0.00	451,455.58	29,295.52	14,258.90	97.12
COMMODITIES	41,500.00	3,132.86	0.00	28,690.75	1,173.79	11,635.46	71.96
CAPITAL OUTLAY	59,000.00	3,700.00	0.00	30,898.53	0.00	28,101.47	52.37
OTHER COSTS/MISC.	299,230.00	0.00	0.00	288,745.93	0.00	10,484.07	96.50
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL NON-DEPARTMENTAL</b>	<b>1,186,240.00</b>	<b>61,262.71</b>	<b>0.00</b>	<b>1,098,079.32</b>	<b>30,469.31</b>	<b>57,691.37</b>	<b>95.14</b>
<u>ADMINISTRATION</u>							
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL ADMINISTRATION</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL EXPENDITURES</b>	<b>1,186,240.00</b>	<b>61,262.71</b>	<b>0.00</b>	<b>1,098,079.32</b>	<b>30,469.31</b>	<b>57,691.37</b>	<b>95.14</b>
<b>** REVENUE OVER(UNDER) EXPENDITURES *(</b>	<b>160,140.00)</b>	<b>39,989.89</b>	<b>0.00 (</b>	<b>11,404.13)(</b>	<b>30,469.31)(</b>	<b>118,266.56</b>	<b>26.15</b>
OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OTHER SOURCES/(USES)	0.00		0.00	0.00	0.00	0.00	0.00

REVENUE & OTHER SOURCES OVER/  
 (UNDER) EXPENDITURES & OTHER (USES) ( 160,140.00) 39,989.89 0.00 ( 11,404.13)( 30,469.31)( 118,266.56 26.15

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

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
USE OF MONEY & PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER REVENUES	69,000.00	10,344.00	0.00	50,086.20	0.00	18,913.80	72.59
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL REVENUES</b>	<b>69,000.00</b>	<b>10,344.00</b>	<b>0.00</b>	<b>50,086.20</b>	<b>0.00</b>	<b>18,913.80</b>	<b>72.59</b>
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	40,930.00	13,414.85	0.00	15,914.85	0.00	25,015.15	38.88
CONTRACTUAL SERVICES	0.00	46.85	0.00	4,536.72	26.66 (	4,563.38	0.00
COMMODITIES	0.00	0.00	0.00	855.78	0.00 (	855.78	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	2,351.75	0.00 (	2,351.75	0.00
OTHER COSTS/MISC.	28,000.00	0.00	0.00	0.00	0.00	28,000.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL NON-DEPARTMENTAL</b>	<b>68,930.00</b>	<b>13,461.70</b>	<b>0.00</b>	<b>23,659.10</b>	<b>26.66</b>	<b>45,244.24</b>	<b>34.36</b>
<b>TOTAL EXPENDITURES</b>	<b>68,930.00</b>	<b>13,461.70</b>	<b>0.00</b>	<b>23,659.10</b>	<b>26.66</b>	<b>45,244.24</b>	<b>34.36</b>
<b>** REVENUE OVER(UNDER) EXPENDITURES **</b>	<b>70.00 (</b>	<b>3,117.70)</b>	<b>0.00</b>	<b>26,427.10 (</b>	<b>26.66)(</b>	<b>26,330.447,714.91</b>	
OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OTHER SOURCES/(USES)	0.00		0.00	0.00	0.00	0.00	0.00
<b>REVENUE &amp; OTHER SOURCES OVER/ (UNDER) EXPENDITURES &amp; OTHER (USES)</b>	<b>70.00 (</b>	<b>3,117.70)</b>	<b>0.00</b>	<b>26,427.10 (</b>	<b>26.66)(</b>	<b>26,330.447,714.91</b>	

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CITY OF VALLEY CENTER  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
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620-SEWER OPERATING  
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CHARGES FOR SERVICES	730,000.00	70,330.24	0.00	806,826.08	0.00 (	76,826.08	110.52
USE OF MONEY & PROPERTY	2,500.00	0.00	0.00	0.00	0.00	2,500.00	0.00
OTHER REVENUES	3,500.00	100.00	0.00	3,050.00	0.00	450.00	87.14
MISCELLANEOUS	0.00	0.00	0.00	1,737.99	0.00 (	1,737.99	0.00
<b>TOTAL REVENUES</b>	<b>736,000.00</b>	<b>70,430.24</b>	<b>0.00</b>	<b>811,614.07</b>	<b>0.00 (</b>	<b>75,614.07</b>	<b>110.27</b>
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	231,638.00	10,339.59	0.00	168,155.13	0.00	63,482.87	72.59
CONTRACTUAL SERVICES	300,190.00	16,757.12	0.00	203,821.94	8,676.52	87,691.54	70.79
COMMODITIES	28,200.00	272.27	0.00	11,299.95	0.00	16,900.05	40.07
CAPITAL OUTLAY	19,000.00	2,000.00	0.00	7,876.30	0.00	11,123.70	41.45
OTHER COSTS/MISC.	466,790.00	0.00	0.00	241,782.43	0.00	225,007.57	51.80
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL NON-DEPARTMENTAL</b>	<b>1,045,818.00</b>	<b>29,368.98</b>	<b>0.00</b>	<b>632,935.75</b>	<b>8,676.52</b>	<b>404,205.73</b>	<b>61.35</b>
<u>ADMINISTRATION</u>							
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL ADMINISTRATION</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL EXPENDITURES</b>	<b>1,045,818.00</b>	<b>29,368.98</b>	<b>0.00</b>	<b>632,935.75</b>	<b>8,676.52</b>	<b>404,205.73</b>	<b>61.35</b>
<b>** REVENUE OVER(UNDER) EXPENDITURES *(</b>	<b>309,818.00)</b>	<b>41,061.26</b>	<b>0.00</b>	<b>178,678.32 (</b>	<b>8,676.52)(</b>	<b>479,819.80</b>	<b>54.87-</b>
OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OTHER SOURCES/(USES)	0.00		0.00	0.00	0.00	0.00	0.00

REVENUE & OTHER SOURCES OVER/  
 (UNDER) EXPENDITURES & OTHER (USES) ( 309,818.00) 41,061.26 0.00 178,678.32 ( 8,676.52)( 479,819.80 54.87-

## **CONSENT AGENDA**

### **B. REVIEW AND APPROVAL OF 2011 EMERGENCY WATER SUPPLY PLAN**

**THE CITY OF VALLEY CENTER  
EMERGENCY WATER  
SUPPLY PLAN**

PURSUANT TO THE REQUIREMENTS OF K.A.R. 28-15-18 THE CITY OF VALLEY CENTER HAS COMPILED THE FOLLOWING INFORMATION GUIDELINES AND ORDINANCE FOR THE PURPOSE OF ORIGINATING AN EMERGENCY WATER SUPPLY PLAN.

Section I ..... Purpose.....Page 2

Section II.....Description.....Page 2

Section III .....Disaster Organization .....Page 3  
                   .....Chain of Command &  
                   .....Departmental Responsibilities

Section IV .....Inventory of Emergency Equipment..Page 3  
                   .....Local Suppliers,  
                   .....Vulnerability of System  
                   .....List of Key Personnel  
                   .....KDHE, Bureau of Water Supply,  
                   .....Regional EPA Office,  
                   .....Office of Emergency Preparedness

Section V.....Water Rationing Ordinance .....Page 3

Section VI .....Annual Review.....Page 4

Section VIII.....Code 12.15 .....Page 5

Section IX .....Code 12.14 .....Page 6-8

## THE CITY OF VALLEY CENTER EMERGENCY WATER SUPPLY PLAN

**SECTION I. PURPOSE**

To isolate and conserve an adequate supply of potable water during emergency conditions that will be used only to sustain human life and the lives of pets and maintain standards of hygiene and sanitation.

**SECTION II. DESCRIPTION:**

The water supply for the City of Valley Center is obtained from the City of Wichita through two transmission lines: The first is a 16 inch transmission line that runs south on Meridian to the water tower from the booster station that is located at 6201 N Meridian, this is capable of producing up to 3,000 gallons per minute and the second is a 12 inch transmission line from a vault at Seneca and 61st going down Interurban. Normal operating pressures, that the City of Wichita Supplies will sustain our system without the necessity of pumps.

**Wells #7, #8 and #10** can be used for back up purposes.

- Well #7 is located at 751 W Fifth Street, and can pump water at the rate of 500 gallons per minute. Well #7 was drilled in 1983 and is approximately 49 feet deep.
- WELL #8 is located at 910 N Interurban, and can pump water at the rate of 400 gallons per minute. Well #8 was drilled in 1992 and is approximately 56 feet deep.
- WELL #10 located at 325 N West St and can pump water at the rate of 550 gallons per minute. Well #10 was drilled in 2001 and is approximately 55 feet deep.

The city maintains a 750,000 gallon-above ground storage located at facility located at 531 W Industrial.

Swimming Pool can be used from May through August which holds 250,000 gallons.

Fire Department tankers hold 7,700 gallons.

## THE CITY OF VALLEY CENTER EMERGENCY WATER SUPPLY PLAN

**SECTION III. DISASTER ORGANIZATION-CHAIN OF COMMAND  
& DEPARTMENTAL RESPONSIBILITIES****A. MAYOR--In charge overall**

1. Mayor shall establish communication within governing body, local news media, and general public.
  - a. The Mayor may declare a state of emergency and exercise emergency powers upon making the declaration. Emergency powers may continue until the Mayor declares that an emergency no longer exists.
  - b. This action is authorized by K.S.A. 48-932 et seq.
  - c. Mayor shall determine the necessity of meeting with the City Council if a state of emergency exists.
2. Mayor shall coordinate efforts of city work force in the repairs of damaged infrastructure.
  - a. City Council shall assist in assessing damages to infra-structure and determining if additional work force is needed.
  - b. The governing body and City Superintendent shall work closely with City Office/Clerk to assess financial responsibilities.

**B. CITY ADMINISTRATOR/CITY OFFICE**

1. Coordinate with mayor, or in absence of the Mayor, to manage the emergency situation and provide information to the general public.

**C. FIRE CHIEF**

1. Coordinate manpower of the Fire Department and Dispatch Office's, to needed positions.

**D. POLICE CHIEF**

1. Coordinate manpower of the Police Department and Dispatch Office's, to needed positions.

**E. CITY SUPERINTENDENT OF PUBLIC WORKS**

1. Coordinate manpower of the City Crew, to effect repairs and/or needed supplies to correct emergency situation.

**SECTION IV.**

- A. Refer to SEMS (Security & Emergency Management Systems – 2001 Federal Program) Emergency Response Plan and Vulnerability Assessment, Adopted May 18, 2004
  - Inventory of Emergency Equipment
  - Local Suppliers,
  - Vulnerability of System
  - List of Key Personnel
  - KDHE, Bureau of Water Supply,
  - Regional EPA Office,
  - Office of Emergency Preparedness

**SECTION V.**

Refer to City Code 12:15 Water Use During An Emergency (page 5) and City Code 12.14 Water Conservation (page 6-8)

THE CITY OF VALLEY CENTER EMERGENCY WATER SUPPLY PLAN

**SECTION VI. ANNUAL REVIEW OF EMERGENCY WATER PLAN-2011**

ANNUAL REVIEW SIGN OFF SHEET

IT SHALL BE REQUIRED THAT **THIS POLICY AND/OR ORDINANCE 1000-01** SHALL BE REVIEWED ANNUALLY BY THE GOVERNING BODY OF THE CITY OF VALLEY CENTER, AND ATTESTED TO BY THE CITY CLERK.

DATE REVIEWED

SIGNATURE

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## THE CITY OF VALLEY CENTER EMERGENCY WATER SUPPLY PLAN

**CITY OF VALLEY CENTER CODE**

## Chapter 12.15

## WATER USE DURING AN EMERGENCY

## Sections:

- 12.15.010 Declaration of emergency - Authority.
- 12.15.020 Prohibited or restricted uses.
- 12.15.030 Additional limitations - Authority.
- 12.15.040 Violation - Penalty.

12.15.010 Declaration of emergency - Authority. Whenever the city administrator, or in his absence, the mayor or council president shall deem that an emergency exists by reason of a shortage of water supply or inadequate water pressure, and it is necessary in order to properly protect and fully utilize the supply of water for essential uses such as fire protection, household consumption, maintenance of health and sanitation facilities, and the operation of essential business, the city administrator shall have the power to declare an emergency to exist, and the city council shall have the power to prohibit during the period of emergency the use of water from the city water supply except for the essential cases only. Such emergencies shall be deemed to continue until it is declared by the city administrator, upon consulting with the city council, to be ended. (Ord. 1000 § 1, 2001.)

12.15.020 Prohibited or restricted uses. For the purposes mentioned in Section 12.15.010 of this chapter, the city administrator may prohibit or restrict any of the following uses of water from the city water supply:

- A. The sprinkling or watering of shrubbery, trees or grass through the use of a hose or otherwise; provided, that nurseries shall be allowed to use a minimum amount of water to keep their present stock, shrubbery or trees alive.
- B. The washing of automobiles, trucks, or any other type of mobile equipment.
- C. The washing of sidewalks, porches, filling station aprons, or floors and interiors of buildings or trucks; provided that the city administrator may permit the reasonable use of water to maintain sanitation and may permit the reasonable use of water for the washing of filling station aprons and floors essential to public safety and the prevention of fire hazards.
- D. Air conditioning or evaporative cooling systems designed and used to reduce room temperature for the comfort of persons using such room except in hospitals and nursing homes.
- E. The use of water in fountains, wading pools, swimming pools, fish ponds, golf courses or any recreational grounds.  
(Ord. 1000 § 2, 2001.)

12.15.030 Additional limitations - Authority. The governing body may make such other limitations, restrictions, prohibitions, or variances upon the use of such water as it deems necessary to meet the exigencies of the emergency. (Ord. 1000 § 3, 2001.)

12.15.040 Violation - Penalty. Violations of the limitations, restrictions or prohibitions imposed by Sections 12.15.010 and 12.15.020 of this chapter shall be considered to be violations of the same nature as violations of any ordinance of the city and shall be punishable the same as in any other ordinance violation. (Ord. 1000 § 4, 2001.)

THE CITY OF VALLEY CENTER EMERGENCY WATER SUPPLY PLAN  
**CITY OF VALLEY CENTER CODE**

Chapter 12.14

WATER CONSERVATION

Sections:

- 12.14.010 Purpose.
- 12.14.020 Definitions.
- 12.14.030 Declaration of a water emergency.
- 12.14.040 Voluntary conservation measures.
- 12.14.050 Mandatory conservation measures.
- 12.14.060 Emergency water rates.
- 12.14.070 Regulations.
- 12.14.080 Violations, disconnections and penalties.

12.14.010 Purpose. The purpose of this chapter is to provide for the declaration of a water supply emergency and the implementation of voluntary and mandatory water conservation measures throughout the city in the event such an emergency is declared. (Ord. 743 § 1 (part), 1989.)

12.14.020 Definitions.

- A. "Water," as the term is used in this chapter, means water available to the city for treatment by virtue of its water rights or any treated water introduced by the city into its water distribution system, including water offered for sale at any coin-operated site.
- B. "Consumer," as the term is used in this chapter, means any person using water for any purpose from the City's water distribution system and for which either a regular charge is made or, in the case of coin sales, a cash charge is made at the site of delivery.
- C. "Waste of water," as the term is used in this chapter, includes, but is not limited to (1) permitting water to escape down a gutter, ditch, or other surface drain, or (2) failure to repair a controllable leak of water due to defective plumbing.
- D. The following classes of uses of water are established:
  - Class 1: Water used for outdoor watering, either public or private, for gardens, lawns, trees, shrubs, plants, parks, golf courses, playing fields, swimming pools or other recreational areas; or the washing of motor vehicles, boats, trailers, or the exterior of any building or structure.
  - Class 2: Water used for any commercial or industrial, including agricultural, purposes: except water actually necessary to maintain the health and personal hygiene of bona fide employees while such employees are engaged in the performance of their duties at their place of employment.
  - Class 3: Domestic usage, other than that which would be included in either Classes 1 or 2.
  - Class 4: Water necessary only to sustain human life and the lives of domestic pets and maintain minimum standards of hygiene and sanitation.
 (Ord. 743 § I (part), 1989.)

12.14.030 Declaration of a water emergency. Whenever the governing body of the city finds that an emergency exists by reason of a shortage of water supply needed for essential uses, it shall be empowered to declare by resolution that a water supply emergency exists and that it will encourage voluntary water conservation or impose mandatory restrictions on water use during the period of the emergency. Such an emergency shall be deemed to continue until it is declared by resolution of the governing body to have ended. The resolutions declaring the existence and end of a water supply emergency shall be effective upon their publication in the official city newspaper and may be publicized additionally through the general news media or any other appropriate method for making such resolutions public. (Ord. 743 § 1 (part), 1989.)

## THE CITY OF VALLEY CENTER EMERGENCY WATER SUPPLY PLAN

12.14.040 Voluntary conservation measures. Upon the declaration of a water supply emergency as provided in Section 12.14.030, the city administrator is authorized to call on all water consumers to employ voluntary water conservation measures to limit or eliminate nonessential water uses including, but not limited to, limitations on the following uses:

- A. Sprinkling of water on lawns, shrubs or trees (including golf courses);
  - B. Washing of automobiles;
  - C. Use of water in swimming pools, fountains and evaporative air conditioning systems;
  - D. Waste of water.
- (Ord. 743 § 1 (part), 1989.)

12.14.050 Mandatory conservation measures. Upon the declaration of a water supply emergency as provided in Section 12.14.030, the city administrator is also authorized to implement certain mandatory water conservation measures, including, but not limited to, the following:

- A. Suspension of new connections to the city's water distribution system, except connections of fire hydrants and those made pursuant to agreements entered into by the city prior to the effective date of the declaration of the emergency.
  - B. Restrictions on the uses of water in one or more classes of water use, wholly or in part;
  - C. Restrictions on the sales of water at coin-operated facilities or sites;
  - D. Complete or partial bans on the waste of water; and
  - E. Any combination of the foregoing measures.
- (Ord. 743 § 1 (part), 1989.)

12.14.060 Emergency water rates. Upon the declaration of a water' supply emergency as provided in Section 12.14.030, the governing body of the city shall have the power to adopt emergency water rates by ordinance designed to conserve water supplies. Such emergency rates may provide for, but not be limited to: (a) higher charges for increasing usage per unit of use (increasing block rates); (b) uniform charges for water usage per unit of use (uniform unit rate).

(Ord. 743 § I (part), 1989.)

12.14.070 Regulations. During the effective period of any water supply emergency as provided in Section 12.14.030, the city administrator is empowered to promulgate such regulations as may be necessary to carry out the provisions of this chapter, any water supply emergency resolution, or emergency water rate ordinance. Such regulations shall be subject to the approval of the governing body at its next regular or special meeting. (Ord. 743 § I (part), 1989.)

12.14.080 Violations, disconnections and penalties.

A. If the mayor, city administrator, city superintendent, or other city official or officials charged with implementation and enforcement of this chapter or a water supply emergency resolution learn of any violation of any water use restrictions imposed pursuant to Section 12.14.050 and 12.14.070 of this chapter, a written notice of the violation shall be affixed to the property where the violation occurred and mailed or delivered by personal service to the consumer of record and to any other person known to the city who is responsible for the violation or for its correction. Said notice shall describe the violation and order that it be corrected, cured or abated immediately or within such specified time as the City determines is reasonable under the circumstances. If the order is not complied with, the city may terminate water service to the consumer subject to the following procedures:

1. The city shall give the consumer notice by mail or personal service, that water service will be discontinued within a specified time due to the violation and that the consumer will have the opportunity to appeal the termination by requesting a hearing scheduled before the city governing body or a city official designated as a hearing officer by the governing body;

## THE CITY OF VALLEY CENTER EMERGENCY WATER SUPPLY PLAN

2. If such a hearing is requested by the consumer charged with the violation, he or she shall be given a full opportunity to be heard before termination is ordered; and
  3. The governing body or hearing officer shall make findings of fact and order whether service should continue or be terminated.
- B. A fee of fifty dollars shall be paid for the reconnection of any water service terminated pursuant to Section 12.14.080(A). In the event of subsequent violations, the reconnection fee shall be one hundred dollars for the second violation and two hundred dollars for any additional violations.
- C. Any consumer may also be charged with violation of this chapter and prosecuted in municipal court. Any person so charged and found guilty in municipal court of violating the provisions of this chapter shall be guilty of a misdemeanor. Each day's violation shall constitute a separate offense. The penalty for an initial violation shall be a mandatory fine of one hundred dollars which may not be adjusted by the municipal court. The penalty for a second violation shall be a mandatory fine of two hundred dollars which may not be adjusted by the municipal court. Penalties for additional violations shall be the same as for the second violation.

(Ord. 743 § 1 (part), 1989)

## **CONSENT AGENDA**

### **C. APPROVAL of 2011 SENIOR CLUB COORDINATOR CONTRACT**

## **CITY OF VALLEY CENTER CONTRACT AGREEMENT**

THIS AGREEMENT entered into this 18<sup>th</sup> day of January, 2011 by and between the City of Valley Center, a duly organized municipal corporation, hereinafter referred to as the "City", and Cathy Sexton hereinafter referred to as the "Coordinator"

WHEREAS, the City desires to obtain assistance to organize, plan, coordinate, and operate programs for the elderly; and

WHEREAS, the Coordinator desires to provide the City with such services.

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

**1. DESCRIPTION OF SERVICES.** The Coordinator will be responsible for planning, coordinating, and operating programs for the elderly. The Coordinator agrees to do the following:

- A. Provide training, support services and advocacy for senior issues.
- B. Coordinate, schedule, and maintain related records and statistics for programs with the VC Senior Club.
- C. Assists in the organizing of classes, workshops and activities for senior adults engaged in recreation programs.
- D. Responds to public inquiries about senior adult programs made by telephone, correspondence, or during public meetings.
- E. Survey leisure interests and needs of senior adults.
- F. Assists VC Senior Club leadership in selecting appropriate physical activities and special interest leisure and fitness activities.
- G. Participate in development of regional programs and initiatives with colleagues from neighboring communities.

**2. PAYMENT.** In compensation for the services rendered, the Coordinator shall be paid a lump sum amount of \$13,500 paid in equal installments over the course of the agreement.

**3. TERMS OF AGREEMENT.** This agreement is for a period of one year from January 18, 2011 to December 31, 2011 and may be continued by mutual written consent. It may be terminated at any time by mutual written consent.

**4. TAXES.** The Coordinator understands that she is responsible for any tax liability arising from this Agreement specifically, including any tax withholding. The City shall not be responsible for, nor indemnify the Coordinator for any federal, state, or local taxes, which may be imposed or levied upon the subject matter of this Agreement.

**5. RELATIONSHIP OF PARTIES.** It is understood by the parties that for the purpose of this agreement, Cathy Sexton is an independent contractor with respect to the City, and

not an employee of the City. The City will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit as a result of this agreement.

**6. COMPLIANCE WITH LAWS.** The Coordinator shall comply with all state and federal laws, city ordinances, rules, regulations, policies, and directives relating to the services to be performed hereunder.

**7. NON-DISCRIMINATION.** The Coordinator agrees to not unlawfully discriminate against any person because of race, religion, creed, color, age, sex, disability or national origin of ancestry in the execution and fulfillment of this Agreement.

**8. INDEMNIFICATION.** Neither party will agree to indemnify or hold the other harmless from any claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the City or the Coordinator that result from the acts or omissions of either party or its employees or agents.

**9. ASSIGNMENT.** The Coordinator’s obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the City.

**10. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for Coordinator: <i>Cathy Sexton</i> 4291 Albert Valley Center, KS 67147	If for the City of Valley Center: <i>City of Valley Center</i> 121 S. Meridian PO BOX 188 Valley Center, KS 67147
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Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

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

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

**13. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and

enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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

City of Valley Center Kansas

Coordinator

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

\_\_\_\_\_  
Cathy Sexton

ATTEST:

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

## **STAFF REPORTS**

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

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

- Police Department December 2010 Report
- Municipal Court December 2010 Report

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

- Fire Department December 2010 Report

### **D. Community Development Officer Miller**

### **E. City Superintendent Dunn**

### **F. Environmental Services Officer Plant**

- Code Enforcement November 2010 Report
- Code Enforcement December 2010 Report

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

### **H. City Engineer Kelsey**

### **I. City Attorney Arbuckle**

### **J. City Administrator Pile**

Officer's Report

January 4, 2010

Chief Mark V. Hephner #1

Attention: Joel Pile  
City Administrator  
Valley Center Kansas

Subject: Valley Center Police December Monthly Report

The Police Department answered 226 calls for service during December 2010. Of those calls, 39 generated police cases. Emergency Communications/Records recorded 50 Fire Department calls for service, 67 records dissemination requests, 1071 telephone calls and 159 citizen contacts. The following is a break down of the police department cases:

**Calls for Service:** One 911 hang up; ten alarm calls; three animal calls; seventeen assist citizen/motorist calls; twelve assist EMS calls; five assist fire; thirty-four assist other agency calls; two battery cases; six criminal damage to property cases; six check business/residence calls; nine check the welfare calls; two child in need of care case; one check for gun call; three club checks; seven disorderly conduct/disturbance calls; nine driving/parking complaints; one drug violation; two DV battery cases; four found property cases; one fraud report; one funeral escorts; two harassment/phone call complaints; one ID theft case; one loud noise/music complaints; eighteen misc reports; nine non injury accidents; two PFA reports; one recovered stolen property cases; two runaway reports; four parking complaints; one solicitor call; ten suspicious activity/persons/vehicle calls; four theft reports; seven traffic hazard calls; two truant reports; and one warrant arrests. Officers wrote fifty-three citations with seventy-one violations during the month.

During the month of December, Sedgwick County Emergency 911 Dispatch covered for the City of Valley Center 24 hours.

The chief attended a Siren Warning System Update at the Sedgwick County 911 building on December 13. Valley Center hosted the monthly Chief's Meeting this month. Sgt Vogt presented to the chief's meeting regarding his availability to do Railroad Crossing Programs. The chief attended the monthly Chamber of Commerce meeting on December 21. The chief spent most of the month writing, reviewing and serving evaluations for all employees.

During the month, Detective Sergeant Lloyd Newman II completed the monthly fuel report. He along with Sgt Vogt supervised Municipal Court sessions during the month. He wrote annual evaluations for officers under his command. He completed one internal investigation.

Sgt Vogt and Officer Jackson attended a State Alcohol Summit at KLETC on December 1. The Summit was organized to deal with multiple issues regarding DUI arrests, prosecutions and incarcerations and involves persons state wide from multiple disciplines in the criminal justice system. Sgt Vogt continues to work on two felony DUI cases,

preparing them the DA's Office. He worked on annual evaluations for officers under his command. He completed and submitted an Internal Investigation.

Detective Grayson participated in the City Wellness Committee by attending a meeting. He arranged with Abilene Elementary to have the third grade class decorate the Public Safety Christmas tree.

**Training:** Brian Hunter attended NCIC training with the KHP for 8 hours and was certified.

**Community Outreach Programs:** Officer Adams now has eleven active Cadets in the program now. He held two meetings during the month. The Cadets with the help of the Lion's Club raised \$550 to help a family in need for Christmas. They provided gifts for the children and also helped with some food for the holiday. The third grade class of Abilene decorated the Public Safety Christmas tree. Detective Grayson talked with a Boy Scout troop on the 14<sup>th</sup>.

### **Abilene 3<sup>rd</sup> Grade Class-Public Safety Tree Decoration**



**Response Times Average:**

Priority calls-6 minutes

Non-priority calls (Report calls)-8 minutes

**Miscellaneous items:** Sgt Vogt and Officer Jackson went to Mulvane at their request to assist with the Phelps' protests on December 14.

Chief Mark Hephner  
Valley Center Police Chief  
January 12, 2010

DECEMBER 8, 2010

106 TOTAL CASES  
66 TOTAL PERSONS

13 CASES WITH NO STATUS CHG.  
9 DISMISSED/PRESENTED INSURANCE  
18 CONTINUED TO NEW DATE  
8 CONTINUED  
5 EXTENSION OF TIME TO PAY  
9 TRIAL TO NEW DATE  
2 TRIAL  
5 INITIAL APPEARANCE TO NEW DATE  
16 FINALIZED - FOUND GUILTY  
6 PAYMENT PLAN  
2 REVIEW HEARING  
1 DIVERSION  
2 WARRANT ISSUED  
4 LATE NOTICE  
2 DISMISSED WITHOUT PREJUDICE  
1 DISMISSED/JUDGE ORDERED  
2 DISMISSED/COMPLAINT WITHDRAWN  
1 REVOCATION HEARING

DEC 22, 2010

34 TOTAL CASES  
20 TOTAL PERSONS

2 CASES WITH NO STATUS CHG.  
1 PAYMENT PLAN  
3 DISMISSED WITHOUT PREJUDICE  
1 TRIAL  
2 FINALIZED - FOUND GUILTY  
4 DISMISSED/PRESENTED INSURANCE  
5 LATE NOTICE  
6 CONTINUED  
5 TRANSFER TO FELONY COURT  
2 INITIAL APPEARANCE TO NEW DATE  
1 EXTENSION OF TIME TO PAY TO NEW DATE  
1 EXTENSION OF TIME TO PAY  
1 WARRANT ISSUED

### December 2010 Activity Report

The Fire Department responded to 52 calls for service in December; these are broken down as follows.

<u>Calls For Service</u>	<u>City</u>	<u>Townships</u>
Building Fire (Automatic Aid Received From SCFD # 1)	1	0
Building Fire	0	2
Chimney or Flue Fire, Confined to Chimney or Flue	0	1
Grass Fire (Automatic Aid Received From SCFD # 1)	1	0
Grass Fire (Mutual Aid Given to SCFD #1)	0	1
Rubbish Trash or Waste Fire	1	0
Brush Fire	0	1
Authorized Controlled Burn	1	1
Motor Vehicle Accident With Injuries	2	2
Motor Vehicle Accident With no Injuries	0	1
Medical Assist, Assist EMS Crew	10	0
EMS Call	3	0
Lock Out	1	0
Lines Down	1	0
CO Detector Malfunction	1	0
Special Type of Incident Other	2	0
Good Intent Call	1	1
Dispatched & Cancelled En Route	3	4
Burn Permit	10	0

1 Firefighter Read to Students at West Elementary School  
(December 13<sup>th</sup> 2010).

12 Firefighters Attended Training in Valley Center  
Training Consisted of Starting and Operating Gas Powered  
Emergency Equipment Located in Apparatus Compartments  
(December 13<sup>th</sup> 2010).

2 Firefighters Attended Firefighter Rehabilitation and Medical  
Monitoring Training at the Wichita Fire Department Training  
Facility (December 20<sup>th</sup> 2010).

15 Firefighters Attended Training in Valley Center  
Training Consisted of a Video of Residential Modular Fires  
(December 27<sup>th</sup> 2010).

**CHIEF TORMEY**

Code Enforcement Department  
November 2010

- I answered fifty eight calls for service during the month of November.
  - Ten complaints were filed for dogs running loose.
  - Five dogs and one ferret was impounded and taken to the Wag'en Tail Ranch.
  - Owners reclaimed one ferret and five dogs.
  - Five barking dog complaints were received and addressed.
  - One bite report was filed for a ferret bit.
  - One opossum was removed from a garage and relocated.
  - Three inspections were done for a horse waver and waver was granted.
  - One complaint was received for dog owner owning to many dogs.
  - I disposed of three dead animals.
  - One storm water pollution complaints were addressed.
  - I spoke with several dog owners regarding their dogs running loose.
  - Two cruelty complaints were received and addressed.
  - There inoperable vehicles letters was sent to the property owner.
  - Two letters were sent for tall grass.
  - Two complaints were addressed pertaining to siding without a permit.
  - One complaint was received for trees obstruction visibility at the intersection.
  - Forty nine dog licenses renewal letters were sent to dog owners.
  - Twenty letters were sent to homeowners for trash and debris in their yards.
- I attended a board meeting with the Kansas Animal Control Association.  
I attended a board meeting with the Valley Center Animal League.

Officer Cindy Plant

Code Enforcement Department  
December 2010

- I answered fifty nine calls for service during the month of December.
  - Nineteen complaints were filed for dogs running loose.
  - Eleven dogs were impounded and taken to the Wag'en Tail Ranch.
  - Owners reclaimed eleven dogs.
  - One injured cat was taken to Valley Center Vet Clinic after treatment was adopted.
  - One barking dog complaints were received and addressed.
  - One bite report was filed for dog bit.
  - One inspection was done for a horse; horse permit was not granted.
  - I disposed of four dead animals.
  - Relocated an opossum from a trap.
  - One storm water pollution complaints were addressed.
  - I spoke with several dog owners regarding their dogs running loose.
  - Delivered 2011 Dog License tags to area vet clinics.
  - Spoke with two home owners regarding the new trash service.
  - Five inoperable vehicles letters was sent to the property owner.
  - Two complaints were addressed pertaining to siding without a permit.
  - Thirty seven dog licenses renewal letters were sent to dog owners.
  - Twenty letters were sent to homeowners for trash and debris in their yards.
- I attended a board meeting with the Valley Center Animal League.

Officer Cindy Plant

## **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**