

CITY OF VALLEY CENTER

FINAL AGENDA

August 11, 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.*

August 16, 2011

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INVOCATION: MINISTERIAL ALLIANCE**
4. **PLEDGE OF ALLEGIANCE**
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15 GOVERNING BODY REPORTS p 100**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 or by phone at (316)755-7310.

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

APPROVAL OF AGENDA

RECOMMENDED ACTION:

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

CLERK'S AGENDA

A. MINUTES:

Attached are the minutes from the meeting of August 2, 2011 Regular Council Meeting as prepared by the City Clerk.

RECOMMENDED ACTION:

Staff recommends motion to approve the August 2, 2011 Regular Council Meeting Minutes as presented / amended

REGULAR COUNCIL MEETING
AUGUST 2, 2011
CITY HALL
121 S. MERIDIAN

Mayor McNown called the meeting to order at 7:00 p.m. with the following members present: Kate Jackson, Judith Leftoff, Marci Maschino, Lou Cicirello, Harrison Gerling, Al Hobson, Lionel Jackson, and Dan Smith.

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 and Public Buildings Superintendent
Mike Kelsey, City Engineer
Warren Utecht, Community Development Director
Barry Arbuckle, City Attorney

Press present: The Ark Valley News

APPROVAL OF THE AGENDA

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

CLERK'S AGENDA

MINUTES- JULY 19, 2011 REGULAR COUNCIL MEETING

Cicirello moved, second by L. Jackson to approve the Minutes from the July 19, 2011 Regular Council Meeting as presented. Vote yea: unanimous. Motion carried.

APPROPRIATION ORDINANCE- 08/02/2011

Cicirello moved, second by Maschino, to approve Appropriation Ordinance No. 07/19/2011 as presented. Vote yea: Leftoff, Maschino, Cicirello, L. Jackson and Smith. Opposed: K. Jackson, Gerling and Hobson. Motion carried.

COMMITTEES AND COMMISSIONS

APPOINTMENTS

CEMETERY BOARD APPOINTMENT

Mayor McNown appointed Lou Cicirello to the Cemetery Board.

Maschino moved, second by L. Jackson, to approve the Mayor's appointment. Vote yea: unanimous. Motion carried.

LIBRARY BOARD APPOINTMENT

Mayor McNown appointed Carrie Tiemeyer to the Library Board for a two-year term.

OLD BUSINESSPUBLIC HEARING- PROPOSED FY 2012 BUDGET

Mayor McNown opened the Public Hearing at 7:15 p.m.

The following citizens requested to speak during the Public Hearing:

Tom Bartel, 230 N. Abilene
 Craig Dingman, 8700 West Street
 Verla Gorham, 1008 Westwind Drive
 Donald Hodges, 7233 N. Interurban
 Kyle Lang, 714 Gatewood Street
 Thomas Lille, 601 Scott
 Donna Mills-Bird, 7233 N. Interurban
 Chris Schwind, 1412 W. 63rd Street North
 Dan Turley, 9120 N. Osage

All citizens that spoke unanimously opposed a mill levy increase, citing hard economic times, inefficient processes and unnecessary spending. Several specifically opposed employee cost of living adjustments.

Mayor McNown closed the Public Hearing at 7:51 p.m.

2012 DISCUSSION/ APPROVAL

Council members Hobson and Leftoff stated they had been approached by several residents that were wholly opposed to any tax increases.

Gerling moved, second by K. Jackson, to remove the \$20,000 pick-up truck expense from the General Fund Public Grounds Department. Vote yea: unanimous. Motion carried.

Hobson moved, second by K. Jackson, to remove the \$32,000 irrigation and seeding expense for Arrowhead Park from the General Fund Public Grounds Department. Vote yea: unanimous. Motion carried.

K. Jackson moved, second by Gerling, to remove the \$20,000 Part-time Community Development employee expense from the General Fund Community Development Department. Vote yea: K. Jackson, Gerling and Hobson. Opposed: Leftoff, Maschino, Cicirello, L. Jackson and Smith. Motion denied.

Hobson moved, second by Gerling, to remove the 3% cost of living adjustment expense for City employees. Vote yea: K. Jackson, Leftoff, Gerling and Hobson. Opposed: Maschino, Cicirello, L. Jackson and Smith. Motion failed due to lack of majority.

Hobson moved, second by Gerling, to decrease the cost of living adjustment expense for City employees from 3% to 1%. Vote yea: K. Jackson, Leftoff, Gerling and Hobson. Opposed: Maschino, Cicirello, L. Jackson and Smith. Motion failed due to lack of majority.

Cicirello moved, second by Maschino, to decrease the cost of living adjustment expense for City employees from 3% to 1.5%. Vote yea: K. Jackson, Maschino, Cicirello, Gerling, Hobson, and L. Jackson. Opposed: Leftoff and Smith. Motion carried.

Cicirello moved, second by Maschino, to remove the \$7,500 fence expense from the General Fund Public Grounds Department. Vote yea: K. Jackson, Leftoff, Maschino, Cicirello, Gerling, L. Jackson, and Smith. Opposed: Hobson. Motion carried.

Smith moved, second by Cicirello, to decrease the General Fund transfer to Streets from \$100,000 to \$50,000. Vote yea: Leftoff, Cicirello, Hobson and Smith. Opposed: K. Jackson, Maschino, Gerling and L. Jackson. Motion failed due to lack of majority.

Hobson moved, second by K. Jackson, to remove the \$12,000 employee tuition reimbursement expense. Vote yea: K. Jackson, Leftoff, Gerling and Hobson. Opposed: Maschino, Cicirello, L. Jackson and Smith. Motion failed due to lack of majority.

L. Jackson moved, second by Hobson, to remove the \$27,000 full-time employee expense from the General Fund Public Grounds Department. Vote yea: K. Jackson, Leftoff, Gerling, Hobson and L. Jackson. Opposed: Maschino, Cicirello and Smith. Motion carried.

Mayor McNown called for a ten-minute break at 8:30 to allow City Administrator Pile to revise the budget given the changes made. Meeting reconvened at 8:53.

Maschino moved, second by Smith, to accept the revised 2012 Budget with total expenditures not to exceed \$8,611,230. Vote yea: Maschino, Cicirello, L. Jackson and Smith. Opposed: K. Jackson, Leftoff, Gerling and Hobson. Mayor broke the tie in favor of motion. Motion carried.

ORDINANCE 1229-11, ADOPTING CITY POLICY REGARDING UTILITY LOCATES, 2ND READING

Cicirello moved, second by Maschino, to adopt Ordinance 1229-11 for 2nd reading. Vote yea: unanimous. Motion carried.

NEW BUSINESS

CONSIDERATION OF DONATION REQUEST FROM VALLEY CENTER ANIMAL LEAGUE

Cicirello moved, second by Hobson, to approve the request from the Animal League to donate City-owned fence for purposes of a shelter. Vote yea: unanimous. Motion carried.

ORDINANCE 1230-11, ADOPTING CITY POLICY REGARDING RIGHT-OF-WAY MOWING, 1ST READING.

K. Jackson stated it was important the Council know that promises were made by previous City Council to provide equal or greater services to annexed areas and those promises were not kept; the townships mowed the ditches in annexed areas previous to annexation and they are not being mowed now.

Pile stated he believed the townships have cut back significant mowing in several areas due to lack of funding, which is the same position in which the City finds itself.

K. Jackson stated the townships lost revenue because of the annexations done previously by the City of Valley Center.

Several council members stated they would like to see some revisions made to the policy before making a decision.

Maschino moved, second by K. Jackson, to table the issue until the first meeting in September. Vote yea: unanimous. Motion carried.

ORDINANCE 1231-11, ATTESTING TO AN INCREASE IN TAX REVENUES FOR BUDGET YEAR 2012

Maschino moved, second by Cicirello, to waive first reading on Ordinance 1231-11. Vote yea: K. Jackson, Leftoff, Maschino, Cicirello, Hobson, L. Jackson and Smith. Opposed: Gerling.

Maschino moved, second by Cicirello, to adopt Ordinance 1231-11 attesting to an increase in tax revenues for Budget Year 2012. Vote yea: Leftoff, Maschino, Cicirello, L. Jackson and Smith. Opposed: K. Jackson, Gerling and Hobson. Motion carried.

CONSENT AGENDA

STAFF REPORTS

GOVERNING BODY REPORTS

MAYOR MCNOWN

Thanked Staff for their hard work on the budget.

COUNCILMEMBER CICIRELLO

Thanked the citizens for coming to the Public Hearing for the 2012 Budget, as it makes a difference.

COUNCILMEMBER SMITH

Thanked citizens for coming out to voice their opinion, as it is an important part of the budgeting process.

COUNCILMEMBER L. JACKSON

Thanked citizens for coming to the meeting; stated he wanted to see additional signage and lighting at 85th and Seneca due to increased levels of traffic from the new high school opening.

COUNCILMEMBER K. JACKSON

Stated there is a Veterans Committee meeting at the Community Building on August 9th at 7:00 p.m.; said the area of 61st and Seneca has a historical marker for the Little Arkansas Treaty being signed at that location, and due to annexation that spot is now within the Valley Center city limits. Said there is no public access to the area, but there is a display at the Wichita- Sedgwick County Historical Museum regarding the Treaty.

COUNCILMEMBER HOBSON

Thanked everyone for attending the meeting; stated the Valley Center Historical Museum is making efforts to get more information regarding the Little Arkansas Treaty for a possible display.

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

Meeting adjourned at 9:20 p.m.

Kristine A. Polian, City Clerk

CLERK'S AGENDA**B. APPROPRIATION ORDINANCE:**

Below is the proposed Appropriation Ordinance for August 16, 2011 as prepared by City Staff.

August 16, 2011 Appropriation

• Packet #1	\$ 310,256.61
• Packet #2	<u>\$ 33.69</u>
Total	\$ 310,290.30

RECOMMENDED ACTION:

Staff recommends motion to approve the August 16, 2011 Appropriation Ordinance as presented / amended.

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AT&T	0771817436-042511	GENERAL FUND	POLICE	74.33
	0720987961-042511	GENERAL FUND	EMERGENCY COMMUNICATIO	148.66
	0771818249-042511	GENERAL FUND	EMERGENCY COMMUNICATIO	74.33
	0770184314-042511	WATER OPERATING	NON-DEPARTMENTAL	319.02
	0771821247-042511	WATER OPERATING	NON-DEPARTMENTAL	298.37
				TOTAL:	914.71
CITY OF WICHITA	6-13 THRU 7-14-11 ICT WTR	WATER OPERATING	NON-DEPARTMENTAL	88,831.92
	JUNE 2011 BIOSOLIDS	SEWER OPERATING	NON-DEPARTMENTAL	3,990.00
			TOTAL:	92,821.92
CIVIC PLUS	8/2011 HOSTING FEES	GENERAL FUND	ADMINISTRATION	91.92
	8/2011 HOSTING FEES	GENERAL FUND	LEGAL & MUNICIPAL COUR	10.81
	8/2011 HOSTING FEES	GENERAL FUND	COMMUNITY DEVELOPMENT	5.41
	8/2011 HOSTING FEES	GENERAL FUND	POLICE	108.14
	8/2011 HOSTING FEES	GENERAL FUND	FIRE	129.76
	8/2011 HOSTING FEES	GENERAL FUND	EMERGENCY COMMUNICATIO	43.26
	8/2011 HOSTING FEES	GENERAL FUND	PARKS AND PUBLIC GROUN	21.63
	8/2011 HOSTING FEES	GENERAL FUND	ENVIRONMENTAL SERVICES	5.41
	8/2011 HOSTING FEES	SPECIAL HIGHWAY	SPECIAL HIGHWAY	10.81
	8/2011 HOSTING FEES	WATER OPERATING	NON-DEPARTMENTAL	27.03
	8/2011 HOSTING FEES	STORMWATER UTILITY	INVALID DEPARTMENT	5.41
	8/2011 HOSTING FEES	SEWER OPERATING	NON-DEPARTMENTAL	5.41
			TOTAL:	465.00
	DIVERSIFIED LENDING	8/2011 CONTRACT PAYMENT	GENERAL FUND	COMMUNITY DEVELOPMENT	789.67
			TOTAL:	789.67
INTRUST BANK NA	7/2011 MO FED TAX WH	GENERAL FUND	NON-DEPARTMENTAL	163.79
	7/2011 MO FICA W/H	GENERAL FUND	NON-DEPARTMENTAL	149.22
	7/2011 MO MEDICAR WH	GENERAL FUND	NON-DEPARTMENTAL	51.57
	EMP FED TAX W/H	GENERAL FUND	NON-DEPARTMENTAL	4,994.16
	EMP - FICA W/H	GENERAL FUND	NON-DEPARTMENTAL	1,975.90
	EMP - MEDICARE WH	GENERAL FUND	NON-DEPARTMENTAL	682.16
	EMPR BEN - MEDIC WH	EMPLOYEE BENEFITS	NON-DEPARTMENTAL	51.57
	EMPR BEN - FICA WH	EMPLOYEE BENEFITS	NON-DEPARTMENTAL	220.27
	EMP BEN - MEDICAR WH	EMPLOYEE BENEFITS	NON-DEPARTMENTAL	682.16
	EMPR BEN - FICA WH	EMPLOYEE BENEFITS	NON-DEPARTMENTAL	2,916.78
	EMP FED TAX W/H	SPECIAL HIGHWAY	NON-DEPARTMENTAL	461.70
	EMP - FICA W/H	SPECIAL HIGHWAY	NON-DEPARTMENTAL	219.06
	EMP - MEDICARE WH	SPECIAL HIGHWAY	NON-DEPARTMENTAL	75.63
	EMP BEN - MEDICAR WH	SPECIAL HIGHWAY	SPECIAL HIGHWAY	75.63
	EMPR BEN - FICA WH	SPECIAL HIGHWAY	SPECIAL HIGHWAY	323.38
	EMP FED TAX W/H	WATER OPERATING	NON-DEPARTMENTAL	910.49
	EMP - FICA W/H	WATER OPERATING	NON-DEPARTMENTAL	391.27
	EMP - MEDICARE WH	WATER OPERATING	NON-DEPARTMENTAL	135.07
	EMP BEN - MEDICAR WH	WATER OPERATING	NON-DEPARTMENTAL	135.07
	EMPR BEN - FICA WH	WATER OPERATING	NON-DEPARTMENTAL	577.59
	EMP FED TAX W/H	SEWER OPERATING	NON-DEPARTMENTAL	309.87
	EMP - FICA W/H	SEWER OPERATING	NON-DEPARTMENTAL	142.53
	EMP - MEDICARE WH	SEWER OPERATING	NON-DEPARTMENTAL	49.20
	EMP BEN - MEDICAR WH	SEWER OPERATING	NON-DEPARTMENTAL	49.20
	EMPR BEN - FICA WH	SEWER OPERATING	NON-DEPARTMENTAL	210.40
			TOTAL:	15,953.67
	KANSAS DEPT OF REVENUE	7/2011 KS TAX WH	GENERAL FUND	NON-DEPARTMENTAL	45.55

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	7-29-11 BW KS TAX W/H	GENERAL FUND	NON-DEPARTMENTAL	2,019.41
	7-29-11 BW KS TAX W/H	SPECIAL HIGHWAY	NON-DEPARTMENTAL	174.72
	7-29-11 BW KS TAX W/H	WATER OPERATING	NON-DEPARTMENTAL	454.26
	7-29-11 BW KS TAX W/H	SEWER OPERATING	NON-DEPARTMENTAL	124.37
			TOTAL:	2,818.31
KANSAS PAYMENT CENTER	06DM000961	GENERAL FUND	NON-DEPARTMENTAL	150.00
	07DM000222	GENERAL FUND	NON-DEPARTMENTAL	221.54
			TOTAL:	371.54
KDHE-BUREAU OF WATER	8/2011-8/2012 RENEWAL	CAPITAL PROJECTS F	FORD STREET BRIDGE	60.00
	C20 1740-01 3/1-8/31/11	07 SEWER LOAN P &	INVALID DEPARTMENT	3,675.39
	C20 1740-01 3/1-8/31/11	07 SEWER LOAN P &	INVALID DEPARTMENT	67,422.64
	C20 1740-01 3/1-8/31/11	07 SEWER LOAN P &	INVALID DEPARTMENT	33,225.54
			TOTAL:	104,383.57
KPERS	1127936-EMP TIER I	GENERAL FUND	NON-DEPARTMENTAL	1,545.11
	1127936-EMP TIER II	GENERAL FUND	NON-DEPARTMENTAL	372.48
	1127936-EMPR TIER I	EMPLOYEE BENEFITS	NON-DEPARTMENTAL	2,999.39
	1127936-EMPR TIER 11	EMPLOYEE BENEFITS	NON-DEPARTMENTAL	480.50
	1127936-EMP TIER I	SPECIAL HIGHWAY	NON-DEPARTMENTAL	124.51
	1127936-EMP TIER 11	SPECIAL HIGHWAY	NON-DEPARTMENTAL	82.92
	1127936-EMPR TIER I	SPECIAL HIGHWAY	SPECIAL HIGHWAY	240.93
	1127936-EMPR TIER 11	SPECIAL HIGHWAY	SPECIAL HIGHWAY	106.96
	1127936-EMP TIER I	WATER OPERATING	NON-DEPARTMENTAL	227.19
	1127936-EMP TIER 11	WATER OPERATING	NON-DEPARTMENTAL	191.46
	1127936-EMPR TIER I	WATER OPERATING	NON-DEPARTMENTAL	439.60
	1127936-EMPR TIER 11	WATER OPERATING	NON-DEPARTMENTAL	247.00
	1127936-EMP TIER I	SEWER OPERATING	NON-DEPARTMENTAL	141.74
	1127936-EMPR TIER I	SEWER OPERATING	NON-DEPARTMENTAL	274.26
			TOTAL:	7,474.05
LOYAL AMERICAN LIFE INSURANCE CO	LY0053572L KP	GENERAL FUND	NON-DEPARTMENTAL	27.94
	LY0053573L CS	GENERAL FUND	NON-DEPARTMENTAL	27.94
	LY0054799L KP	GENERAL FUND	NON-DEPARTMENTAL	12.70
	LY0054783L CS	GENERAL FUND	NON-DEPARTMENTAL	12.70
			TOTAL:	81.28
P E C	6/2011 MO ENG RETAINER	GENERAL FUND	ADMINISTRATION	345.12
	WWTP REHAB PROJ	CAPITAL PROJECTS F	SEWER REHAB-2010 CIP	3,214.16
			TOTAL:	3,559.28
P S I	AMANDA'S MACHINE	GENERAL FUND	ADMINISTRATION	195.00
	CITY HALL-SERVER	GENERAL FUND	ADMINISTRATION	195.00
	CITY HALL-SERVER	GENERAL FUND	ADMINISTRATION	227.50
	WARREN-FILE RECOVERY	GENERAL FUND	COMMUNITY DEVELOPMENT	65.00
	CINDY-CITY HALL CONN	GENERAL FUND	ENVIRONMENTAL SERVICES	65.00
			TOTAL:	747.50
PEARSON EXCAVATING INC	VC CEMETERY ROAD IMPR	CAPITAL PROJECTS F	CEMETERY ROAD	30,289.14
			TOTAL:	30,289.14
PREFERRED PLUS OF KANSAS	AUGUST DENTAL PREMIUMS	GENERAL FUND	NON-DEPARTMENTAL	2,443.64
	AUGUST PPK PREMIUMS	EMPLOYEE BENEFITS	NON-DEPARTMENTAL	32,261.09
	AUGUST DENTAL PREMIUMS	SPECIAL HIGHWAY	NON-DEPARTMENTAL	163.08
	AUGUST PPK PREMIUMS	SPECIAL HIGHWAY	SPECIAL HIGHWAY	2,551.98

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	AUGUST DENTAL PREMIUMS	WATER OPERATING	NON-DEPARTMENTAL	243.30
	AUGUST PPK PREMIUMS	WATER OPERATING	NON-DEPARTMENTAL	2,885.28
	AUGUST DENTAL PREMIUMS	SEWER OPERATING	NON-DEPARTMENTAL	181.32
	AUGUST PPK PREMIUMS	SEWER OPERATING	NON-DEPARTMENTAL	3,158.97_
			TOTAL:	43,888.66
TYLER TECHNOLOGIES INC	UTILITY ONLINE COMP	GENERAL FUND	ADMINISTRATION	25.00
	COURT ONLINE COMP	GENERAL FUND	LEGAL & MUNICIPAL COUR	75.00
	COURT ONLINE MAINT	GENERAL FUND	LEGAL & MUNICIPAL COUR	25.00
	UTILITY ONLINE MAINT	WATER OPERATING	NON-DEPARTMENTAL	20.00
	UTILITY ONLINE MAINT	STORMWATER UTILITY	INVALID DEPARTMENT	20.00
	UTILITY ONLINE MAINT	SOLID WASTE UTILIT	INVALID DEPARTMENT	20.00
	UTILITY ONLINE MAINT	SEWER OPERATING	NON-DEPARTMENTAL	20.00_
			TOTAL:	205.00
U S DEPT OF EDUCATION	S447705160 EF329D	GENERAL FUND	NON-DEPARTMENTAL	168.72_
			TOTAL:	168.72
VERIZONS WIRELESS	6/23-7/22/11 BROADBAND	GENERAL FUND	ADMINISTRATION	40.01
	6/23-7/22/11 BROADBAND	GENERAL FUND	ADMINISTRATION	40.01
	6/23-7/22/11 BROADBAND	GENERAL FUND	COMMUNITY DEVELOPMENT	40.01_
			TOTAL:	120.03
WATER PRODUCTS INC	MISC METERS	WATER OPERATING	NON-DEPARTMENTAL	5,204.56_
			TOTAL:	5,204.56

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

010	GENERAL FUND	17,905.51
110	EMPLOYEE BENEFITS	39,611.76
150	SPECIAL HIGHWAY	4,611.31
350	CAPITAL PROJECTS FUND	33,563.30
610	WATER OPERATING	101,538.48
612	STORMWATER UTILITY FUND	25.41
613	SOLID WASTE UTILITY	20.00
620	SEWER OPERATING	8,657.27
623	07 SEWER LOAN P & I	104,323.57

	GRAND TOTAL:	310,256.61

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 02-CVC - VENDOR ACCOUNTS
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 7/28/2011 THRU 8/09/2011
ITEM AMOUNT: 9,999,999.00CR THRU 9,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

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

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Vendor Name
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: COUNCIL MTG PKT #1 8-16-2011
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: NO
INCLUDE OPEN ITEM:NO

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
WARREN UTECHT	JULY TRAVEL REMBURSEMENT	GENERAL FUND	COMMUNITY DEVELOPMENT	33.69
			TOTAL:	33.69

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

010 GENERAL FUND	33.69

GRAND TOTAL:	33.69

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 03-CVC - EMPLOYEE A/P ACCOUN
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 7/28/2011 THRU 8/09/2011
ITEM AMOUNT: 9,999,999.00CR THRU 9,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

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

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Vendor Name
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: COUNCIL MTG PKT #2 8-16-2011
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

CLERK'S AGENDA

C. TREASURER'S REPORT, July 2011:

RECOMMENDED ACTION:

Staff recommends motion to receive and file the July 2011 Treasurer's Report.

8-10-2011 12:04 PM

CITY OF VALLEY CENTER
 PERIOD CASH FLOW REPORT
 AS OF: JULY 31ST, 2011

PAGE: 1

FUND	BEGINNING CASH BALANCE	RECEIVABLES & NET ASSETS	PERIOD REVENUES	PAYABLES & NET LIABILITIES	PERIOD EXPENDITURES	ENDING CASH BALANCE	Y-T-D ENCUMBRANCE	UNENCUMBERED CASH BALANCE
GENERAL FUND	548,190.27	0.00	77,908.60	11,668.34	142,427.76	472,002.77	8,672.10	463,330.67
SPECIAL PARKS AND REC	8,345.80	0.00	0.00	1,125.00	0.00	7,220.80	0.00	7,220.80
SPECIAL ALCOHOL AND DRUG	10,595.76	0.00	0.00	0.00	0.00	10,595.76	0.00	10,595.76
EMPLOYEE BENEFITS	298,090.45	0.00	2,275.90	0.00	14,991.53	285,374.82	32,261.09	253,113.73
FLEXIBLE SPENDING ACCT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FIRE VEHICLE REPLACEMENT	640.30	0.00	0.00	0.00	0.00	640.30	0.00	640.30
BUILDING EQUIP RESERVE	111,177.90	0.00	0.00	0.00	0.00	111,177.90	0.00	111,177.90
EQUIPMENT RESERVE	300,956.24	0.00	0.00	0.00	0.00	300,956.24	0.00	300,956.24
PUBLIC WORKS BUILDING	8,627.24	0.00	0.00	0.00	0.00	8,627.24	0.00	8,627.24
LIBRARY	101,672.25	0.00	0.00	0.00	85,214.77	16,457.48	0.00	16,457.48
SPECIAL HIGHWAY	472,044.45	0.00	81,837.90	13.60	15,913.86	537,954.89	2,562.79	535,392.10
EMERG EQUIPMENT RESERVE	108,787.44	0.00	0.00	0.00	1,237.93	107,549.51	0.00	107,549.51
PAYROLL CLEARING FUND	37.62	0.00	0.00	0.00	0.00	37.62	0.00	37.62
ACTIVE AGING GRANT	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00	5,000.00
PARK BEAUTIFICATION	2,963.55	0.00	0.00	0.00	0.00	2,963.55	0.00	2,963.55
BUSINESS IMPROVEMENT DIST	1,143.50	0.00	0.00	0.00	0.00	1,143.50	0.00	1,143.50
D.A.R.E.	2,924.36	0.00	114.28	0.00	0.00	3,038.64	0.00	3,038.64
VETERANS FLAG REWARD FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DRUG TAX DIST	5,061.73	0.00	0.00	0.00	0.00	5,061.73	0.00	5,061.73
LAW ENFORCEMENT BLOCK GR	2,500.00	0.00	0.00	0.00	0.00	2,500.00	0.00	2,500.00
ADSAP	2,409.80	0.00	150.00	0.00	0.00	2,559.80	0.00	2,559.80
CAPITAL IMPROVEMENT FUND	3,354.07	0.00	0.00	0.00	0.00	3,354.07	0.00	3,354.07
PROJECTS FUND	761,822.47	0.00	0.00	0.00	57,429.47	704,393.00	0.00	704,393.00
G O BOND & INTEREST	1,190,628.85	0.00	0.00	0.00	0.00	1,190,628.85	0.00	1,190,628.85
WATER OPERATING	534,871.24 (	9,354.09)	133,323.40 (	2,010.05)	207,867.06	452,983.54	96,968.79	356,014.75
METER DEPOSIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
STORMWATER	42,045.22 (	19.00)	2,975.00	0.00	2,254.62	42,746.60	25.41	42,721.19
WATER MAINTENANCE RESERVE	7,780.37	0.00	0.00	0.00	0.00	7,780.37	0.00	7,780.37
WATER IMPROVEMENT FUND	146,497.48	0.00	0.00	0.00	0.00	146,497.48	0.00	146,497.48
WATER LOAN P & I 2000	26,965.92	0.00	97,200.00	0.00	97,140.55	27,025.37	0.00	27,025.37
WATER LOAN P & I 2007	670.05	0.00	40,000.00	0.00	39,972.17	697.88	0.00	697.88
WATER SURPLUS RESERVE	535,721.38	0.00	0.00	0.00	0.00	535,721.38	0.00	535,721.38
SEWER OPERATING	271,845.79 (	2,644.52)	86,504.64 (	265.29)	24,501.96	331,469.24	8,674.38	322,794.86
SEWER OPERATION & MAINT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
07 SEWER LOAN P & I	46,040.28	0.00	0.00	0.00	0.00	46,040.28	0.00	46,040.28
1993 SEWER BOND RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1993 SEWER BOND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SEWER DEPRECIATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SEWER BOND RESERVE	201,995.51	0.00	0.00	0.00	0.00	201,995.51	0.00	201,995.51
1997 SEWER BOND P & I	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1997 SW BOND DEPR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1997 SW BOND RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2001 SW BOND P & I	138,753.31	0.00	0.00	0.00	0.00	138,753.31	0.00	138,753.31
2001 SW REV BOND DEPR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2001 SW BOND RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL	5,900,160.60 (	12,017.61)	522,289.72	10,531.60	688,951.68	5,710,949.43	149,164.56	5,561,784.87
	=====	=====	=====	=====	=====	=====	=====	=====

*** END OF REPORT ***

PRESENTATIONS / PROCLAMATIONS

A. WELLNESS COMMITTEE RECOGNITIONS:

Jason Bartlett	Silver Award	\$ 30.00 Movie Gift Card
Jason Bartlett	Gold Award	\$ 50.00 Gift Certificate
Jackie Brown	Gold Award	\$ 50.00 Gift Certificate
Brenda Hipps	Platinum Award	Paid Day Off
Neal Owings	Gold Award	\$ 50.00 Gift Certificate
Amanda Park	Platinum Award	Paid Day Off
Linda Setser-Maus	Platinum Award	Paid Day Off
Phyllis Tedesco	Platinum Award	Paid Day Off
Lonnie Tormey	Platinum Award	Paid Day Off
Larry Tormey	Silver Award	\$ 30.00 Movie Gift Card

PUBLIC FORUM

APPOINTMENTS

COMMITTEES, COMMISSIONS

A. MINUTES FOR COUNCIL REVIEW:

- Library Board Minutes, May 9, 2011 Meeting
- Library Board Minutes, June 13, 2011 Meeting
- Recreation Commission Agenda Packet, August 8, 2011 Meeting
- Site Plan Committee Minutes, August 8, 2011 Meeting

Library Board Meeting

05.09.2011

- A. Called to order at 7:02 PM.
- B. Roll Call – Jerry Davidson, Terry Foster, Howard Botts, Mary Aspensen, Marsha Huebert, Amy Stamm, Janice Sharp
- C. Agenda
 - a. Mary moved to approve
 - b. Marsha seconded
- D. Approval of April 11 minutes
 - a. Mary moved to approve
 - b. Howard seconded
- E. Financial Report
 - a. Amy moved to approve
 - b. Mary seconded
- F. Friends set-up – Pam accountant
 - a. Charts of accounts set up for Friends accounts
 - b. Friends meeting Thursday, May 12
 - c. Pam will be asked to be at Friends meeting
 - d. Bookkeeping set up for Friends
 - i. Line items for memorials, Fall Festival, etc
 - e. Capital improvement fund = money from city & grant money
 - f. City gives us five (5) checks per year
 - g. Building fund and Friends account separate
- G. Library Director's Report
 - a. Hans sent email with Abilene library images
 - b. Howard getting group together to ask for funds
 - c. Needed pictorials – sections & dollar amounts for spaces
 - d. Train individual – develop script
 - e. Hans proposal needed for fund raising graphic
 - f. Howard will meet with Mayor before council meeting
 - i. Present where we are, what we have, and what we need
 - ii. Ask for five (5) year extension and five (5) year money commitment (\$500,000)
 - g. School assembly for summer reading – Janice asks principal at schools
 - h. Lion's Club - \$1,000.00 check last April "long term commitment"
 - i. Janice taking all staff to Bravo's because of long hours during conversion process
- H. Library Office Manager Report
 - a. Magnet – available for summer reading
 - b. Closed three (3) days next week
 - c. Staff will paint those three (3) days (Monday, Tuesday, Wednesday) – Janice and Terry will be at training for the new program
 - d. Leftover books from the book sale went to: United Urban Ministries, Jail, Ethiopian Library Fund
 - e. Jerry talked with Terry about getting quotes with companies to buy books

- I. New Business
 - a. Julia to go to training class about grant writing
 - b. Take BSNF grant and have them help her with it
 - c. \$400.00
 - d. Janice will call Julia and tell her to sign up
 - e. Marsha suggested Julia tell us info for grant writing for Howard's presentation
- J. Howard and Jerry will get together to do Janice's evaluation
- K. Amy moved to adjourn at 8:16 PM
Howard seconded

EDNA BUSCHOW MEMORIAL LIBRARY
BOARD MEETING
June 13, 2011

The meeting was called to order by Jerry Davidson, President. Those in attendance were Jerry Davidson, Howard Botts, Mary Aspenson, Jeff Pritchard, Marsha Huebert, Terry Foster, Julia Francisco and Janice Sharp.

Howard made a motion to approve the amended minutes; Mary seconded. Motion carried; vote was unanimous. Approval of the minutes was deleted due to minutes not prepared from the previous meeting and the Library Development Director's Report was added.

Mary made a motion to approve the financial report; Howard seconded. Motion carried; vote was unanimous.

In the Director's report, Janice shared that we will be on the agenda for the Lions Club for the July 28 meeting. Howard will make a presentation. Janice will confirm the location and time.

Janice requested approval to close on Saturday, July 2 for the Independence Day weekend. The Board approved. There will be an additional day of closing in August for the final portion of the Polaris upgrade. It may be Aug. 22, 23, or 24 – depending on the vote of the libraries involved in the Polaris upgrade. We will be notified at a later date.

A new Friends Board was elected at the meeting on May 12, 2011. The President is Amy Stamm, Vice President is Marshella Peterson, Secretary is Janice Sharp, and Treasurer is Ursula Manwiller.

We have received a form from the Chamber of Commerce regarding our participation in the Fall Festival. This will be discussed at a future meeting.

We have been coordinating volunteers for various events. The volunteers are utilized at the weekly summer reading programs and the ice cream social as well as helping in the library with shelving and cleaning returned materials.

The ice cream social featuring Laughing Matters will be held at 7 PM, on Tuesday, June 14, at LeVenue. All board members are encouraged to attend.

Janice has purchased a 47" television for the Library. The Library will be reimbursed by the Friends with funds that were earned from the book sale in April.

In the Office Manager's report, Terry shared the attendance statistics for the summer reading program for the first session (188) – including volunteers and staff. The last teen party had 36 in attendance. She also presented updated information on the bar code conversion totals and the circulation to date for the year.

Terry has developed a Lost & Found Policy to address items that are left at the Library. Any abandoned items will be held for 30 days on a bulletin board at our entry door. If left unclaimed, items will be disposed of.

Terry also shared information regarding problems we have had with our Polaris upgrade. The problems have been a nuisance but most have been corrected by the System. A few are still pending.

In the Library Development Director's Report, Julia shared that she has been working on information for Howard's presentation to the City Council. Some of the points to be addressed will be the declining economy and that to apply for grants; we will need drawings, pictorials and 360's. Before we spend any further monies, we will need approval from the City regarding the use of Lions Park. We need to be prepared for action if the City does not approve as well.

Julia, Janice and Terry have been editing and re-editing the letter of intent that Julia will use for the BNSF grant. It will be ready to mail after the presentation to the City Council. Julia will be getting the name of the individual to which the letter should be addressed.

Julia shared that the Kresge Foundation requires a definite location and a shovel-ready project to qualify for their grants.

Julia and Kevin Black have been working on the next newsletter. They should be ready to send out the newsletter next week to those on the email list and also on the mailing list. She still needs pictures and a letter detailing quality of life in Valley Center for the newsletter.

Julia discussed a potential fund raiser in August – a steak feed to be held on the location of our new library. We would mark the outline of the building in the park.

The project for the high school marketing class will be to develop materials to educate parents about our library project. More details will be outlined once school starts in August.

The grant workshop that Julia had planned to attend in June has been cancelled. It will be offered again in Topeka in late August.

Julia will not be at the July meeting. She and her husband are going to Florida.

In the election of officers: Mary made a motion to nominate Amy for President; Marsha seconded. Motion carried; vote was unanimous. Mary made a motion to nominate Howard for Vice-President; Jerry seconded. Motion carried; vote was unanimous. Jerry made a motion to nominate Marsha for Secretary-Treasurer. Motion carried; vote was unanimous.

Janice reported that Spencer Percival had agreed to serve on the Library Board. He would replace Jean Balthazor, whose term had just expired.

Howard reported that he has had some problems with the book drop donated to us by Wichita Public Library. Some areas will need to be repainted.

Marsha made a motion to adjourn the meeting; Mary seconded. Motion carried; vote was unanimous.

Valley Center Recreation Commission

August 08, 2011 Meeting

6:00 p.m.

Agenda

ROLL CALL AND RECORD OF ATTENDANCE

ADDITIONS OR DELETIONS TO THE AGENDA

APPROVAL OF THE MINUTES

- July 11, 2011 - Regular Meeting
- July 18, 2011 – Special Meeting/Public Hearing on budget

REPORT OF THE MONTHLY PURCHASES AND EXPENDITURES

REPORT OF THE BOOKKEEPER

REPORT OF THE DIRECTOR

COMMISSION REPORTS

UNFINISHED BUSINESS

- Resurfacing of the parking lots at the McKay-Petrie Sports Complex

NEW BUSINESS

- Ford pick-up replacement

AS MAY ARISE

ADJOURNMENT

Next Regular Meeting - Monday / September 12, 2011 @ 6:00 p.m.

Valley Center Recreation Commission

Minutes from the July 11, 2011 meeting

ROLL CALL AND RECORD OF ATTENDANCE

Rod Jackson, David Mellinger, Barry Hager, Bruce Williams and Steve Geddes.

RE-APPOINTMENT OF "AT - LARGE" BOARD MEMBER

Motion by David Mellinger to re-appoint Barry Hager as the "at-large" board member (07/01/11 to 06/30/15). Motion seconded by Rod Jackson. Motion carried 3-0 (Barry Hager abstained).

ADDITIONS OR DELETIONS TO THE AGENDA

New Business #4 – Proposal from PP & J to resurface the parking lots at the McKay-Petrie Sports Complex.

New Business #5 – Proposal from Reddi Fencing to repair fencing and gates at the McKay-Petrie Sports Complex.

ADOPTION OF THE AGENDA

Motion by Bruce Williams to accept the agenda. Motion seconded by David Mellinger. Motion carried 4-0.

APPROVAL OF THE MINUTES

Motion by David Mellinger to approve the minutes from the 06/13/11 regular meeting. Motion seconded by Bruce Williams. Motion carried 4-0.

Motion by Bruce Williams to approve the minutes from the 06/27/11 special meeting. Motion seconded by David Mellinger. Motion carried 4-0.

REPORT OF THE MONTHLY PURCHASES AND EXPENDITURES

Motion by Bruce Williams to approve checks #18632-18645 (18646 – void), 18647-18679, and (auto-payments) AmericaFunds on 06/10/11 and 06/23/11, KDOR on 06/10/11 and 06/23/11 and EFTPS on 06/10/11 and 06/23/11 and 14831-14946. Motion seconded by David Mellinger. Motion carried 4-0.

Minutes from the July 11, 2011 meeting

Page 2

REPORT OF THE BOOKKEEPER

The financial statement for the month was reviewed.

REPORT OF THE DIRECTOR

The report of the Director was reviewed.

COMMISSION REPORTS**UNFINISHED BUSINESS****NEW BUSINESS**

Motion by David Mellinger to accept the proposal to (1) require a minimum of 50% USD 262 residents from a rental request for the soccer field, (2) charge \$5.00 per hour for usage, (3) \$8.50 per hour for lights and (4) \$75.00 per marking for marking the soccer field. Motion seconded by Bruce Williams. Motion carried 4-0.

Motion by David Mellinger to nominate Barry Hager as Secretary. Motion seconded by Bruce Williams. Motion carried 3-0 (Barry Hager abstained). Barry Hager accepted the nomination.

Motion by David Mellinger to nominate Bruce Williams as Vice-President and Public Relations Representative. Motion seconded by Barry Hager. Motion carried 3-0 (Bruce Williams abstained). Bruce Williams accepted the nomination.

Motion by Bruce Williams to nominate David Mellinger as President. Motion seconded by Rod Jackson. Motion carried 3-0 (David Mellinger abstained). David Mellinger accepted the nomination.

Motion by Bruce Williams to table the proposal from PP & J on resurfacing of the parking lots at the McKay-Petrie Sports Complex. Motion seconded by Barry Hager. Motion carried 4-0. NOTE: Steve Geddes was directed to research the cost the last time PP & J resurfaced the parking lots.

Motion by Barry Hager to accept the proposal from Reddi Fence (\$2,400.00) to fix fences and gates at the McKay-Petrie Sports Complex. Motion seconded by Bruce Williams. Motion carried 4-0.

AS MAY ARISE

Minutes from the July 11, 2011 meeting

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ADJOURNMENT

Motion by David Mellinger to adjourn the meeting. Motion seconded by Barry Hager. Motion passed 4-0.

Valley Center Recreation Commission

Minutes from the July 18, 2011 meeting

David Mellinger, Barry Hager, Bruce Williams and Steve Geddes. Rod Jackson was absent.

The Public Hearing on the 2011-12 Budget was opened by President, David Mellinger.

No public was present.

Motion by Bruce Williams to adjourn the Public Hearing. Motion seconded by David Mellinger.
Motion passed 3-0.

SITE PLAN REVIEW COMMITTEE
7:00 P.M.
August 8, 2011
121 S. MERIDIAN

CALL MEETING TO ORDER

Vice-Chairman John Dailey called the meeting to order (on behalf of Chairman Sharp who was out of town but was available via speaker phone) at 7:02 p.m., with the following members present: and John Dailey, Adam Dunn, & Mark Baker

Members Absent: Jim Detwiler

Staff Present: Joel Pile, City Administrator
 Warren Utecht, Community Development Director

SET/AMEND AGENDA

John Dailey motioned to approve the agenda, seconded by Adam Dailey. Vote Yea: Unanimous.

APPROVAL OF MINUTES

John Dailey pointed out that in Gene Sharp's physical absence at the June 13th meeting, he as Vice Chairman called the meeting to order. With that amendment to the minutes, John Dailey made a motion to approve the June 13, 2011 Site Plan Committee minutes, seconded and carried unanimously.

COMMUNICATIONS

Warren Utecht, Community Development Director, reserved his comments until later in the meeting when the revised Site Plan regulations would be discussed.

SITE PLANS

None

UNFINISHED BUSINESS

None

NEW BUSINESS

A. Election of Officers

- For Chairman, motion was made and seconded to nominate Gene Sharp for another term as Site Plan Committee Chairman. Vote Yea: Unanimous.
- For Vice-Chairman, motion was made and seconded to nominate John Dailey for another term as Site Plan Committee Vice-Chairman. Vote Yea: Unanimous.
- For Secretary, motion was made and seconded to nominate Warren Utecht for Site Plan Committee Secretary. Vote Yea: Unanimous.

B. Review Zoning Code Update Process

- Warren Utecht, the Community Development Director, explained to the Committee that he had recodified and reformatted the Zoning Ordinance, and included all of the changes to the ordinance that had not been previously incorporated in the text. He also explained that he had combined the Site Plan regulations previously found under Article 3 (General Provisions) with the Site Plan Design criteria that was reviewed and recommended by the Site Plan Committee and eventually adopted by the City Council in 2010. When the ordinance language and design criteria were combined, some repetitious regulations as well as contradictions were found and adjustments were made to eliminate them. Basic requirements for a site plan under 17.12.05 were created as basic information required for all site plans. A new section was added (17.12.06) that would give the Zoning administrator the "discretionary

authority to require additional items on the site plan, based on complexity of the site conditions, scale of development, and surrounding land uses.” This new expectation of what is included on a site plan is designed to “streamline” the review process and shorten the time it would take to obtain site plan approval. Much discussion ensued regarding some of the technical regulations that had been eliminated and the role of the Site Plan Committee to waive or add site plan conditions as opposed to allowing the City Staff to determine the appropriate amount of information that is needed on a site plan. It was decided that Site Plan Committee members would study the recommended language and revisit the issue again at their September meeting.

ITEMS BY SITE PLAN REVIEW COMMITTEE

Adam Dunn-No comments
Mark Baker-No comments
John Dailey-No comments
Gene Sharp-No comments

ADJURNMENT

Motion was made and seconded to adjourn the meeting. Vote Yea: Unanimous. The meeting was adjourned at 8:14 p.m.

Respectfully submitted,

Warren Utecht, Secretary

Approved by the Site Plan Review Committee on September 12, 2011.

John Dailey, Vice-Chairman

OLD BUSINESS

NONE:

NEW BUSINESS

**A. CONSIDERATION of CHAMBER of COMMERCE REQUESTS
(FALL FESTIVAL):**

- Chamber of Commerce Memo

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion to APPROVE or DENY requests of The Valley Center Chamber of Commerce with regards to the 2011 Fall Festival.



Valley Center Chamber of Commerce

214 W. Main, PO Box 382, Valley Center, KS 67147
 316-755-7340 • vccc67147@yahoo.com • www.vckschamber.com

MISSION STATEMENT: The Valley Center Chamber of Commerce is committed to a POSITIVE BUSINESS CLIMATE and COMMUNITY GROWTH

Dear City Council Members:

The Valley Center Chamber of Commerce is proud to announce the 50th Fall Festival on September 23-25, 2011. We would like to request the city's support with our 50th Fall Festival.

We would like to make the following requests for the fall festival:

- Street closure: Main Street, from Meridian to Ash, as we've had it in the past. The time for the Main Street closing would be Thursday evening at 5:00 p.m. (September 22) through Sunday morning (approximately 6:00 a.m. September 25).
- Street closure: Park Street from Main Street North to 1st Street and 100 block of South Park for vendors; 200 block of South Abilene (west of Lion's Park) for Kid Fest
- Street closure: Fall Festival parade - closing Meridian from the current Middle School (800 N. Meridian) to Clay Street. The time for the parade will be Saturday morning (September 23) at 8:00 a.m. until the end of the parade (approximately 11:00 a.m.).
- Beer Garden: Located off Main Street in All Saints Parking Lot. We have received approval from All Saints and it will be a secure location, not allowing alcohol out of the beer garden. The beer garden will be for both Friday evening and Saturday.
- The use of McLaughlin Park for our Sunday afternoon festivities, as well as the road closure for the park area - McLaughlin Drive from Meridian to East of park entrance, Entrances into McLaughlin Park, Emporia Road east of McLaughlin Park (at the gates). The time for the closure would be 1:00 p.m. - 9:00 p.m. (after fireworks) on Sunday, September 25.
- Our 5K Walk/Run will be the weekend prior to fall fest on September 17. We would like to request a street closure for Abilene Street between Allen and Clay. The Lion's Club members have volunteered to help us with this event as well.

Along with all of our normal festival activities, we are designating Sunday as "Valley Center Family Day" in the park (if permission is granted for use of McLaughlin). We are trying to stay close to the family theme...we will have local bands/groups/individuals from Valley Center and surrounding areas perform during Sunday's festivities - including the local high school band; Carrie Tiemeyer from The Bug Lady's Science Academy will be organizing several kid-related activities; Doug Adams with Farm Bureau Insurance will be organizing the fishing contest; Coonrod and Associates will be sponsoring the fireworks again this year.

We really anticipate close to 2,000 Valley Center residents participating in Sunday's activities, including dinner with the purchase of a button. The quotes that we have received regarding the catering for the event, at the lowest, is \$4.50 per person... at 2,000 people that would be an estimated cost of \$9,000. With that, we are asking the City of Valley Center to not only support the Valley Center 50th Fall Festival but to also sponsor the Dinner in the Park for the community of Valley Center.

Thank you and we appreciate your consideration.
 The Valley Center Chamber of Commerce

NEW BUSINESS

B. DISCUSSION REGARDING CITY SERVER:

- Dell Quotation # 593421172
 - Microsoft Exchange Server (Hardware)
- Dell Quotation # 593419453
 - Network Switch (hardware that joins multiple computers together)
- Dell Quotation # 593418494
 - Open Licenses for Server and Microsoft Software for 100 users
- PSI Quote: Labor for Exchange Server

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion to approve the purchase of a new server and necessary support equipment as specified in quotes.



QUOTATION

QUOTE #: 593421172

Customer #: 38329177

Contract #: 70137

Customer Agreement #: Dell Std Terms

Quote Date: 8/8/11

Date: 8/8/11 9:06:03 AM

Customer Name: CITY OF VALLEY CENTER

TOTAL QUOTE AMOUNT:	\$6,357.00		
Product Subtotal:	\$6,357.00		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 1	SYSTEM PRICE: \$6,357.00	GROUP TOTAL: \$6,357.00
Base Unit:		PE T610 Tower Chassis for Up to Eight 3.5-Inch Hard Drives and Intel 56XX Processors (224-8474)	
Processor:		PowerEdge T610 Shipping (330-4119)	
Memory:		24GB Memory (12x2GB), 1333MHz Single Ranked LV UDIMMs for 2 Procs,Optimized (317-7361)	
Monitor:		Embedded Broadcom, GB Ethernet NICS with TOE (430-1764)	
Monitor:		LOM NICs are TOE, iSCSI Ready (430-2969)	
Video Card:		Intel Xeon E5640 2.66Ghz, 12M Cache,Turbo, HT, 1066MHz Max Mem (317-4110)	
Video Memory:		PowerEdge T610/T710 Heat Sinks for 2 Processors (317-0265)	
Video Memory:		Intel Xeon E5640 2.66Ghz, 12M Cache,Turbo, HT, 1066MHz Max Mem (317-4122)	
Hard Drive:		HD Multi-Select (341-4158)	
Hard Drive Controller:		PERC H700 Integrated RAID Controller, 512MB Cache (342-0694)	
Floppy Disk Drive:		Power Saving BIOS Setting (330-3491)	
Floppy Disk Drive:		Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509)	
Floppy Disk Drive:		Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509)	
Operating System:		Windows Server 2008 R2, Standard Edition, Includes 5 CALS (421-1622)	
Mouse:		450GB 15K RPM SA SCSI 6Gbps 3.5in Hotplug Hard Drive (342-2066) - Quantity 4	
NIC:		Broadcom 5709 Dual Port 1GbE NIC w/TOE PCIe-4 (430-3251)	
Modem:		iDRAC6 Express (467-8649)	
CD-ROM or DVD-ROM Drive:		DVD+/-RW, SATA, INTERNAL (313-9097)	
CD-ROM or DVD-ROM Drive:		Optical SATA for PowerEdge T610/T710 (330-4219)	
Documentation Diskette:		Electronic System Documentation and OpenManage DVD Kit (330-3554)	
Feature		RAID 5 for H700 or PERC 6/i Controllers (341-8777)	
Feature		No Rails (330-4120)	
Service:		Non-Mission Critical: 4-Hour 7x24 On-site Service After Problem Diagnosis, 4 Year Extended (988-4514)	
Service:		ProSupport : 7x24 HW / SW Tech Support and Assistance , 5 Year (988-4714)	
Service:		Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-9 (989-3439)	
Service:		Non-Mission Critical: 4-Hour 7x24 On-site Service After Problem Diagnosis, Initial Year (993-1750)	

Service:	Dell Hardware Limited Warranty Plus On Site Service Initial Year (993-8337)
Service:	Dell Hardware Limited Warranty Extended Year (993-8338)
Installation:	On-Site Installation Declined (900-9997)
Misc:	High Output Power Supply Redundant, 870W (330-3549)
Misc:	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509)
Misc:	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509)

SALES REP:	Adrian Sorapuru	PHONE:	888-977-3355
Email Address:	Adrian_Sorapuru@Dell.com	Phone Ext:	7250411

Please review this quote carefully. If complete and accurate, you may place your order online at www.dell.com/qto (use quote number above). POs and payments should be made to **Dell Marketing L.P.**

If you do not have a separate agreement with Dell that applies to your order, please refer to www.dell.com/terms as follows:

If purchasing for your internal use, your order will be subject to *Dell's Terms and Conditions of Sale-Direct* including Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. If purchasing for resale, your order will be subject to *Dell's Terms and Condition of Sale for Persons or Entities Purchasing to Resell*, and other terms of Dell's PartnerDirect program at www.dell.com/partner. If your order includes services, visit www.dell.com/servicecontracts for service descriptions and terms.

Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change. Sales tax on products shipped is based on "Ship To" address, and for downloads is based on "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, with seller listed as *Dell Marketing L.P.*, to Dell's Tax Department at 800-433-9023. Please include your Customer Number.

For certain products shipped to end-users in California, a State Environmental Fee will be applied. For Asset Recovery/Recycling Services, visit www.dell.com/assetrecovery.



QUOTATION

QUOTE #: 593419453
Customer #: 38329177
Contract #: 70137

Customer Agreement #: Dell Std Terms

Quote Date: 8/8/11

Date: 8/8/11 9:06:03 AM

Customer Name: CITY OF VALLEY CENTER

TOTAL QUOTE AMOUNT:	\$536.00		
Product Subtotal:	\$536.00		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 1	SYSTEM PRICE: \$536.00	GROUP TOTAL: \$536.00
Base Unit: PowerConnect 2848, 48 1GbE Ports, 4 Ports with SFP option Web Managed (224-5929)			
Service: Basic: Business Hours (5X10) Next Business Day Parts Delivery Initial Year (993-9550)			
Service: Dell Hardware Warranty, Initial Year (994-3127)			
Service: No Warranty beyond 1 year (988-7357)			
Service: Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your PowerConnect (934-7160)			
Installation: On-Site Installation Declined (900-9997)			

SALES REP:	Adrian Sorapuru	PHONE:	888-977-3355
Email Address:	Adrian_Sorapuru@Dell.com	Phone Ext:	7250411

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For certain products shipped to end-users in California, a State Environmental Fee will be applied. For Asset Recovery/Recycling Services, visit www.dell.com/assetrecovery.

DELL

QUOTATION

QUOTE #: 593418494
Customer #: 38329177
Contract #: 70137

Customer Agreement #: Dell Std Terms

Quote Date: 8/8/11

Date: 8/8/11 9:06:04 AM

Customer Name: CITY OF VALLEY CENTER

TOTAL QUOTE AMOUNT:	\$7,444.00		
Product Subtotal:	\$7,444.00		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	0

SOFTWARE & ACCESSORIES			
Product	Quantity	Unit Price	Total
GOVT OLP EXCHGSRSTD 2010 ENG NL LCL (A3259931)	1	\$549.00	\$549.00
GOVT OLP EXCHG STD CAL 2010 ENG NL LCL USER CAL (A3259934)	100	\$49.00	\$4,900.00
GOVT OLP ENG WIN SVR CAL 2008 NL LOCL USER CAL (A1533637)	95	\$21.00	\$1,995.00
Number of S & A Items: 3		S&A Total Amount: \$7,444.00	

SALES REP:	Adrian Sorapuru	PHONE:	888-977-3355
Email Address:	Adrian_Sorapuru@Dell.com	Phone Ext:	7250411

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Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change. Sales tax on products shipped is based on "Ship To" address, and for downloads is based on "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, with seller listed as *Dell Marketing L.P.*, to Dell's Tax Department at 800-433-9023. Please include your Customer Number.

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Call PSI: 316-269-4264
Toll-free: 877-269-1206

EXCHANGE SERVER COST ESTIMATE FOR CITY OF VALLEY CENTER

Upgrade From:	Description	Provider	Estimated Hours	Extended Cost for Hours	Flat Fee	Comments
To:	Civic Plus email in house Exchange server					
	<p>About this upgrade. Install new server for Exchange email and move Public Works and Public Safety to the City Hall domain for unification. (This quote is dependent on the purchase of Dell Server on Quote # 593421172 and #593418494)</p>					
	<p>Travel Three trips estimate</p>		1.5	\$ 195.00		
	<p>Preparation Server quote & time estimate quote</p>	PSI	2	\$ 260.00		
	<p>Installation Install new server and Windows updates Install Exchange Server Merge domains, migrate/create users Configure Exchange, change MX records and port forwarding Configure users for Exchange Change users Outlook settings for Exchange -.25 times number of users: 12 users per active directory for City Hall; estimate 7 for Public Works and 20 for Public Safety Import PST info to Exchange for estimated 40 users for all three buildings</p>	PSI	3	\$ 390.00		
		PSI	3	\$ 390.00		
		PSI	7	\$ 910.00		
		PSI	4	\$ 520.00		
		PSI	10	\$ 1,300.00		
		PSI	10	\$ 1,300.00		
		PSI	20	\$ 2,600.00		
	<p>Troubleshooting Misc issues at City Hall, Works, Safety</p>	PSI	6	\$ 780.00		
	<p>COSTS</p>	TOTALS	66.50	\$ 8,645.00	\$ -	\$ 8,645.00
	<p>TOTAL FOLLOW-UP COSTS</p>	TOTALS	0.00	\$ -	\$ -	\$ -
						TOTAL

All of the above are estimates. Charges will be invoiced as they are incurred. Any additional services requested from Professional Software, Inc. for training, installation, support or programming not specified above will be billed separately. One way travel will be billed for any on-site service.

NEW BUSINESS

C. CONSIDERATION of DEDICATING CERTAIN SECTIONS of MERIDIAN “VETERANS MEMORIAL DRIVE”:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion to authorize the dedication of certain portions of Meridian as “Veterans Memorial Drive” and cause signs to be erected recognizing such dedication.

NEW BUSINESS

D. REQUEST FOR PARK USE from FRIENDS of LIBRARY:

- Friends of Library Memo

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion to approve use of Lion's Park for Event as specified in memo.

Aug. 10, 2011

Dear Mayor McNown and City Council members:

The Friends of the Library and the Lions Club would like to hold a fundraiser for the Valley Center Library building fund.

The event is a steak feed and would be Oct. 15 from 5 to 8 p.m. in Lions Park at the site of the new library (southwest corner).

We would like to set up a 40'x50' tent and also use the pavilion next to the site. The tent would be put up Friday (Oct. 14) and taken down Monday (Oct. 17). "Call B-4-Dig" will be contacted before the tent stakes are put in.

Les and Nancy Anderson (library) and Keith Harimon (Lions Club) are the contacts for the activities. We are coordinating with Neal Owings, park superintendent for the activities.

We will be grilling steaks/chicken/hotdogs and eating at the park.

The proposed library building will be marked (with marking lime) on the grass so attendees will be able to see the actual dimensions of the new library.

Kellet Insurance will insure the event for a nominal fee, according to the number of people attending.

The Lions Club and library have several people with food handler permits for the food.

We would request having the restrooms at the swimming pool open for use from 5 to 8 p.m. Oct. 15.

We will have additional trash receptacles in the area and will make sure the area is clean when we are finished.

Thank you for your consideration and interest in a new library for Valley Center!

Les & Nancy Anderson
Members, Friends of the Library

CONSENT AGENDA

A. REVENUE and EXPENSE FINANCIAL SUMMARIES for JULY 2011:

B. RESOLUTION 582-11: CAFETERIA PLAN AMEMDMENT

RECOMMENDED ACTION:

Staff recommends motion to approve the Consent Agenda as presented.

CONSENT AGENDA

A. REVENUE and EXPENSE FINANCIAL SUMMARIES for JULY 2011:

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

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CITY OF VALLEY CENTER

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REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JULY 31ST, 2011

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	927,350.00	0.00	0.00	802,591.50	0.00	124,758.50	86.55
INTERGOVERNMENTAL	470,500.00	38,015.95	0.00	272,283.06	0.00	198,216.94	57.87
LICENSES & PERMITS	476,750.00	32,265.80	0.00	295,904.50	0.00	180,845.50	62.07
CHARGES FOR SERVICES	6,900.00	125.00	0.00	3,773.00	0.00	3,127.00	54.68
FINES & FORFEITURES	65,000.00	5,990.22	0.00	50,095.22	0.00	14,904.78	77.07
USE OF MONEY & PROPERTY	21,200.00	345.00	0.00	3,274.25	0.00	17,925.75	15.44
OTHER REVENUES	60,000.00	860.13	0.00	20,920.44	0.00	39,079.56	34.87
MISCELLANEOUS	142,000.00	306.50	0.00	8,933.48	0.00	133,066.52	6.29
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	2,169,700.00	77,908.60	0.00	1,457,775.45	0.00	711,924.55	67.19
<u>EXPENDITURE SUMMARY</u>							
<u>ADMINISTRATION</u>							
PERSONNEL SERV. & BENEFS.	228,000.00	18,718.53	0.00	159,934.74	0.00	68,065.26	70.15
CONTRACTUAL SERVICES	148,095.00	9,315.61	0.00	86,161.31	136.05	61,797.64	58.27
COMMODITIES	9,000.00	421.00	0.00	5,228.90	0.00	3,771.10	58.10
CAPITAL OUTLAY	17,000.00	0.00	0.00	3,415.53	0.00	13,584.47	20.09
OTHER COSTS/MISC.	106,000.00	401.71	0.00	28,079.78	0.00	77,920.22	26.49
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 ADMINISTRATION	508,095.00	28,856.85	0.00	282,820.26	136.05	225,138.69	55.69
<u>LEGAL & MUNICIPAL COURT</u>							
PERSONNEL SERV. & BENEFS.	89,325.00	5,050.45	0.00	40,658.68	0.00	48,666.32	45.52
CONTRACTUAL SERVICES	16,270.00	197.29	0.00	7,534.35	116.24	8,619.41	47.02
COMMODITIES	850.00	149.30	0.00	604.04	0.00	245.96	71.06
CAPITAL OUTLAY	300.00	0.00	0.00	1,000.00	0.00	700.00	333.33
OTHER COSTS/MISC.	25,000.00	591.47	0.00	3,377.44	0.00	21,622.56	13.51
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 LEGAL & MUNICIPAL COURT	131,745.00	5,988.51	0.00	53,174.51	116.24	78,454.25	40.45
<u>COMMUNITY DEVELOPMENT</u>							
PERSONNEL SERV. & BENEFS.	54,075.00	4,616.00	0.00	25,724.48	0.00	28,350.52	47.57
CONTRACTUAL SERVICES	29,800.00	2,257.73	0.00	20,102.20	169.05	9,528.75	68.02
COMMODITIES	500.00	39.42	0.00	677.44	0.00	177.44	135.49
CAPITAL OUTLAY	3,000.00	19.95	0.00	11,322.45	0.00	8,322.45	377.42
OTHER COSTS/MISC.	15,000.00	0.00	0.00	12,451.83	0.00	2,548.17	83.01
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 DEVELOPMENT	102,375.00	6,933.10	0.00	70,278.40	169.05	31,927.55	68.81

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CITY OF VALLEY CENTER

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REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JULY 31ST, 2011

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
<hr/>							
<u>PUBLIC WKS STORAGE BLDG</u>							
PERSONNEL SERV. & BENEF.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL PUBLIC WKS STORAGE BLDG	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<hr/>							
TOTAL EXPENDITURES	2,266,985.00	142,427.76	0.00	1,327,004.62	8,672.10	931,308.28	58.92
** REVENUE OVER(UNDER) EXPENDITURES *	(97,285.00)	(64,519.16)	0.00	130,770.83	(8,672.10)	219,383.73	125.51-
OTHER FINANCING (USES)	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
NET OTHER SOURCES/(USES)	0.00		0.00	0.00	0.00	0.00	0.00
<hr/>							

REVENUE & OTHER SOURCES OVER/

(UNDER) EXPENDITURES & OTHER (USES) (97,285.00) (64,519.16) 0.00 130,770.83 (8,672.10) (219,383.73 125.51-

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CITY OF VALLEY CENTER

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REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JULY 31ST, 2011

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	639,120.00	0.00	0.00	557,073.14	0.00	82,046.86	87.16
USE OF MONEY & PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER REVENUES	15,000.00	2,275.90	0.00	18,722.96	0.00	3,722.96	124.82
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
TOTAL REVENUES	654,120.00	2,275.90	0.00	575,796.10	0.00	78,323.90	88.03
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	608,825.00	7,640.86	0.00	322,191.72	39,611.76	247,021.52	59.43
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	0.00	0.00	30,000.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	638,825.00	7,640.86	0.00	322,191.72	39,611.76	277,021.52	56.64
<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	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	638,825.00	7,640.86	0.00	322,191.72	39,611.76	277,021.52	56.64
** REVENUE OVER(UNDER) EXPENDITURES **	15,295.00	(5,364.96)	0.00	253,604.38	(39,611.76)	(198,697.62)	399.10
OTHER FINANCING (USES)	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
NET OTHER SOURCES/(USES)	0.00		0.00	0.00	0.00	0.00	0.00

REVENUE & OTHER SOURCES OVER/

(UNDER) EXPENDITURES & OTHER (USES) 15,295.00 (5,364.96) 0.00 253,604.38 (39,611.76) (198,697.62) 399.10

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CITY OF VALLEY CENTER

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REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JULY 31ST, 2011

140-LIBRARY
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	226,900.00	0.00	0.00	196,277.11	0.00	30,622.89	86.50
USE OF MONEY & PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	226,900.00	0.00	0.00	196,277.11	0.00	30,622.89	86.50
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
OTHER COSTS/MISC.	225,000.00	85,214.77	0.00	196,277.11	0.00	28,722.89	87.23
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	225,000.00	85,214.77	0.00	196,277.11	0.00	28,722.89	87.23
<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	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	225,000.00	85,214.77	0.00	196,277.11	0.00	28,722.89	87.23
** REVENUE OVER (UNDER) EXPENDITURES **	1,900.00	(85,214.77)	0.00	0.00	0.00	1,900.00	0.00
OTHER FINANCING (USES)	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
NET OTHER SOURCES/(USES)	0.00		0.00	0.00	0.00	0.00	0.00
<u>REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)</u>							
	1,900.00	(85,214.77)	0.00	0.00	0.00	1,900.00	0.00

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CITY OF VALLEY CENTER

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REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JULY 31ST, 2011

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	718,950.00	81,837.90	0.00	442,939.77	0.00	276,010.23	61.61
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	1,079.12	0.00	1,079.12	0.00
MISCELLANEOUS	60,500.00	0.00	0.00	0.00	0.00	60,500.00	0.00
TOTAL REVENUES	779,450.00	81,837.90	0.00	444,018.89	0.00	335,431.11	56.97
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	222,500.00	11,544.75	0.00	120,396.56	3,298.88	98,804.56	55.59
CONTRACTUAL SERVICES	47,100.00	2,055.62	0.00	27,057.07	10.81	20,032.12	57.47
COMMODITIES	75,300.00	1,566.59	0.00	30,428.99	0.00	44,871.01	40.41
CAPITAL OUTLAY	398,500.00	0.00	0.00	10,005.89	0.00	388,494.11	2.51
OTHER COSTS/MISC.	71,000.00	0.00	0.00	0.00	0.00	71,000.00	0.00
DEBT SERVICE	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0.00
MISCELLANEOUS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	824,400.00	15,166.96	0.00	187,888.51	3,309.69	633,201.80	23.19
TOTAL EXPENDITURES	824,400.00	15,166.96	0.00	187,888.51	3,309.69	633,201.80	23.19
** REVENUE OVER (UNDER) EXPENDITURES *(	44,950.00)	66,670.94	0.00	256,130.38	(3,309.69)	297,770.69	562.45-
OTHER FINANCING (USES)	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
NET OTHER SOURCES/(USES)	0.00		0.00	0.00	0.00	0.00	0.00

REVENUE & OTHER SOURCES OVER/

(UNDER) EXPENDITURES & OTHER (USES) (44,950.00) 66,670.94 0.00 256,130.38 (3,309.69)(297,770.69 562.45-

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CITY OF VALLEY CENTER

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REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JULY 31ST, 2011

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	49,910.00	0.00	0.00	43,603.04	0.00	6,306.96	87.36
OTHER REVENUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	49,910.00	0.00	0.00	43,603.04	0.00	6,306.96	87.36
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
CAPITAL OUTLAY	54,000.00	1,237.93	0.00	53,976.88	0.00	23.12	99.96
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	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	54,000.00	1,237.93	0.00	53,976.88	0.00	23.12	99.96
TOTAL EXPENDITURES	54,000.00	1,237.93	0.00	53,976.88	0.00	23.12	99.96
** REVENUE OVER (UNDER) EXPENDITURES *	(4,090.00)	(1,237.93)	0.00	(10,373.84)	0.00	6,283.84	253.64
OTHER FINANCING (USES)	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
NET OTHER SOURCES/(USES)	0.00		0.00	0.00	0.00	0.00	0.00
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	(4,090.00)	(1,237.93)	0.00	(10,373.84)	0.00	6,283.84	253.64

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CITY OF VALLEY CENTER

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REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JULY 31ST, 2011

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	729,961.00	0.00	0.00	520,001.24	0.00	209,959.76	71.24
USE OF MONEY & PROPERTY	2,500.00	0.00	0.00	304.45	0.00	2,195.55	12.18
OTHER REVENUES	793,000.00	0.00	0.00	720,862.01	0.00	72,137.99	90.90
MISCELLANEOUS	98,000.00	0.00	0.00	0.00	0.00	98,000.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	7,196.93	0.00	7,196.93	0.00
MISC TRANSFERS	30,000.00	0.00	0.00	0.00	0.00	30,000.00	0.00
MISC TRANSFERS	180,500.00	0.00	0.00	0.00	0.00	180,500.00	0.00
TOTAL REVENUES	1,833,961.00	0.00	0.00	1,248,364.63	0.00	585,596.37	68.07
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
CONTRACTUAL SERVICES	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	125,000.00	0.00	0.00	0.00	0.00	125,000.00	0.00
OTHER COSTS/MISC.	100,000.00	0.00	0.00	0.00	0.00	100,000.00	0.00
DEBT SERVICE	1,641,700.00	0.00	0.00	197,287.29	0.00	1,444,412.71	12.02
MISCELLANEOUS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	1,871,700.00	0.00	0.00	197,287.29	0.00	1,674,412.71	10.54
<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	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	1,871,700.00	0.00	0.00	197,287.29	0.00	1,674,412.71	10.54
** REVENUE OVER(UNDER) EXPENDITURES *(	37,739.00)	0.00	0.00	1,051,077.34	0.00	(1,088,816.342,785.12-	
OTHER FINANCING SOURCES	180,500.00	0.00	0.00	0.00	0.00	180,500.00	0.00
OTHER FINANCING (USES)	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
NET OTHER SOURCES/(USES)	180,500.00		0.00	0.00	0.00	180,500.00	0.00
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	142,761.00	0.00	0.00	1,051,077.34	0.00	(908,316.34	736.25

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CITY OF VALLEY CENTER

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REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JULY 31ST, 2011

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	1,121,100.00	133,359.40	0.00	782,894.15	0.00	338,205.85	69.83
USE OF MONEY & PROPERTY	500.00	0.00	0.00	0.00	0.00	500.00	0.00
OTHER REVENUES	0.00	0.00	0.00	10.00	0.00	10.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	1,121,600.00	133,359.40	0.00	782,904.15	0.00	338,695.85	69.80

EXPENDITURE SUMMARY

NON-DEPARTMENTAL

PERSONNEL SERV. & BENEF.	295,300.00	18,193.69	0.00	187,960.98	4,284.54	103,054.48	65.10
CONTRACTUAL SERVICES	540,100.00	41,266.70	0.00	228,003.82	88,878.95	223,217.23	58.67
COMMODITIES	41,500.00	1,605.30	0.00	13,526.28	0.00	27,973.72	32.59
CAPITAL OUTLAY	49,000.00	8,460.12	0.00	9,315.48	5,204.56	34,479.96	29.63
OTHER COSTS/MISC.	296,970.00	0.00	0.00	0.00	0.00	296,970.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	1,222,870.00	69,525.81	0.00	438,806.56	98,368.05	685,695.39	43.93

ADMINISTRATION

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	<u>0.00</u>	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00

TOTAL EXPENDITURES	1,222,870.00	69,525.81	0.00	438,806.56	98,368.05	685,695.39	43.93
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** REVENUE OVER (UNDER) EXPENDITURES *	(101,270.00)	63,833.59	0.00	344,097.59	(98,368.05)	(346,999.54)	242.65-
OTHER FINANCING (USES)	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
NET OTHER SOURCES/(USES)	0.00		0.00	0.00	0.00	0.00	0.00

REVENUE & OTHER SOURCES OVER/

(UNDER) EXPENDITURES & OTHER (USES)	(101,270.00)	63,833.59	0.00	344,097.59	(98,368.05)	(346,999.54)	242.65-
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CITY OF VALLEY CENTER

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REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JULY 31ST, 2011

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	62,000.00	2,975.00	0.00	20,603.80	0.00	41,396.20	33.23
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	62,000.00	2,975.00	0.00	20,603.80	0.00	41,396.20	33.23
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	35,000.00	2,198.18	0.00	8,540.27	25.41	26,434.32	24.47
COMMODITIES	0.00	56.44	0.00	110.79	0.00	110.79	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	22,500.00	0.00	0.00	434.85	0.00	22,065.15	1.93
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	57,500.00	2,254.62	0.00	9,085.91	25.41	48,388.68	15.85
TOTAL EXPENDITURES	57,500.00	2,254.62	0.00	9,085.91	25.41	48,388.68	15.85
** REVENUE OVER(UNDER) EXPENDITURES **	4,500.00	720.38	0.00	11,517.89	(25.41)	6,992.48	255.39
OTHER FINANCING (USES)	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
NET OTHER SOURCES/(USES)	0.00		0.00	0.00	0.00	0.00	0.00
<u>REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)</u>							
	4,500.00	720.38	0.00	11,517.89	(25.41)	6,992.48	255.39

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CITY OF VALLEY CENTER

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REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JULY 31ST, 2011

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	1,011,800.00	86,130.89	0.00	562,449.68	0.00	449,350.32	55.59
USE OF MONEY & PROPERTY	200.00	0.00	0.00	0.00	0.00	200.00	0.00
OTHER REVENUES	3,500.00	400.00	0.00	1,517.75	0.00	1,982.25	43.36
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	1,015,500.00	86,530.89	0.00	563,967.43	0.00	451,532.57	55.54
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	234,600.00	9,896.26	0.00	104,830.20	3,692.83	126,076.97	46.26
CONTRACTUAL SERVICES	299,400.00	12,471.45	0.00	108,946.19	5,515.41	184,938.40	38.23
COMMODITIES	26,200.00	1,600.39	0.00	7,944.46	0.00	18,255.54	30.32
CAPITAL OUTLAY	19,000.00	0.00	0.00	0.00	0.00	19,000.00	0.00
OTHER COSTS/MISC.	449,500.00	0.00	0.00	0.00	0.00	449,500.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	1,028,700.00	23,968.10	0.00	221,720.85	9,208.24	797,770.91	22.45
<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	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	1,028,700.00	23,968.10	0.00	221,720.85	9,208.24	797,770.91	22.45
** REVENUE OVER (UNDER) EXPENDITURES *	(13,200.00)	62,562.79	0.00	342,246.58	(9,208.24)	346,238.342	523.02-
OTHER FINANCING (USES)	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
NET OTHER SOURCES/(USES)	0.00		0.00	0.00	0.00	0.00	0.00

REVENUE & OTHER SOURCES OVER/

(UNDER) EXPENDITURES & OTHER (USES) (13,200.00) 62,562.79 0.00 342,246.58 (9,208.24) (346,238.342,523.02-

CONSENT AGENDA

B. RESOLUTION 582-11: CAFETERIA PLAN AMENDMENT

- Resolution 582-11
- City of Valley Center Cafeteria Plan

RESOLUTION NO. 582-11**RESOLUTION CERTIFYING THE FORM OF THE AMENDED CAFETERIA PLAN INCLUDING DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT AND HEALTH FLEXIBLE SPENDING ACCOUNT.**

WHEREAS, the City of Valley Center has amended the Cafeteria Plan effective 1/15/2011, which was originally effective on 1/1/2009, to recognize the contribution made to the Employer by its Employees; and

WHEREAS, the concept of the Cafeteria Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs; and

WHEREAS, the City of Valley Center's intention is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF VALLEY CENTER, KANSAS:

Section 1: The form of amended Cafeteria Plan including a Dependent Care Flexible Spending Account and Health Flexible Spending Account effective 1/15/2011, presented to this meeting is hereby approved and adopted and that the duly authorized agents of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

Section 2: The Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

Section 3: The duly authorized agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Cafeteria Plan by delivering to each employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.

Section 4: The duly authorized agents of the Employer certifies that attached hereto as Exhibits A and B, respectively, are true copies of the City of Valley Center Cafeteria Plan as amended and restated and the Summary Plan Description approved and adopted by this resolution.

**PASSED AND APPROVED by the Governing Body of the City of Valley Center, Kansas,
this ____ day of _____ 2011.**

{SEAL}

Michael McNown, Mayor

ATTEST:

Kristine A. Polian, City Clerk

**CITY OF VALLEY CENTER
CAFETERIA PLAN**

AND ALL SUPPORTING FORMS HAVE BEEN PRODUCED FOR

ADMINPRO, INC.

**CITY OF VALLEY CENTER
CAFETERIA PLAN**

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**CITY OF VALLEY CENTER
CAFETERIA PLAN**

INTRODUCTION

The Employer has amended this Plan effective 1/15/2011, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on 1/1/2009. The Plan shall be known as City of Valley Center Cafeteria Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

**ARTICLE I
DEFINITIONS**

1.1 **"Administrator"** means the Employer unless another person or entity has been designated by the Employer pursuant to Section 9.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

1.2 **"Affiliated Employer"** means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 **"Benefit" or "Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 **"Compensation"** means the amounts received by the Participant from the Employer during a Plan Year.

1.7 **"Dependent"** means any individual who qualifies as a dependent under an Insurance Contract for purposes of coverage under that Contract only or under Code Section 152 (as modified by Code Section 105(b)).

"Dependent" shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or under the Health Flexible Spending Account or as allowed by reason of the Affordable Care Act.

For purposes of the Health Flexible Spending Account, a Participant's "Child" includes his natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. A Participant's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

1.8 **"Effective Date"** means 1/1/2009.

1.9 **"Election Period"** means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 **"Eligible Employee"** means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

1.11 **"Employee"** means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 **"Employer"** means City of Valley Center and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.

1.13 **"Employer Contribution"** means the contributions made by the Employer pursuant to Section 3.1 to enable a Participant to purchase Benefits. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V and as set forth in Section 3.1.

1.14 **"Grace Period"** means, with respect to any Plan Year, the time period ending on the fifteenth day of the third calendar month after the end of such Plan Year, during which Medical Expenses incurred by a Participant will be deemed to have been incurred during such Plan Year.

1.15 **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit.

1.16 **"Insurance Premium Payment Plan"** means the plan of benefits contained in Section 4.1 of this Plan, which provides for the payment of Premium Expenses.

1.17 **"Insurer"** means any insurance company that underwrites a Benefit under this Plan.

1.18 **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.

1.19 **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.20 **"Plan"** means this instrument, including all amendments thereto.

1.21 **"Plan Year"** means the 12-month period beginning January 1 and ending December 31. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.22 **"Premium Expenses"** or **"Premiums"** mean the Participant's cost for the Benefits described in Section 4.1.

1.23 **"Premium Expense Reimbursement Account"** means the account established for a Participant pursuant to this Plan to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant may be paid or reimbursed. If more than one type of insured Benefit is elected, sub-accounts shall be established for each type of insured Benefit.

1.24 **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to Section 3.2. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.25 **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.26 **"Spouse"** means "spouse" as defined in an Insurance Contract for purposes of coverage under that Contract only or the legally married husband or wife of a Participant, unless legally separated by court decree.

ARTICLE II PARTICIPATION

2.1 ELIGIBILITY

Any Eligible Employee shall be eligible to participate hereunder as of the date he satisfies the eligibility conditions for the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference. However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

2.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the entry date under the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference.

2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate and election of benefits form which the Administrator shall furnish to the Employee. The election made on such form shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to execute a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) **Termination of employment.** The Participant's termination of employment, subject to the provisions of Section 2.5;
- (b) **Death.** The Participant's death, subject to the provisions of Section 2.6; or
- (c) **Termination of the plan.** The termination of this Plan, subject to the provisions of Section 10.2.

2.5 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall be governed in accordance with the following:

- (a) **Insurance Benefit.** With regard to Benefits which are insured, the Participant's participation in the Plan shall cease, subject to the Participant's right to

continue coverage under any Insurance Contract for which premiums have already been paid.

(b) **Dependent Care FSA.** With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Dependent Care Expense reimbursements for claims incurred up to the date of termination and submitted within 0 days after termination, based on the level of the Participant's Dependent Care Flexible Spending Account as of the date of termination.

(c) **Health FSA.** With regard to the Health Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Flexible Spending Account have already been made for claims incurred up to the date of termination and submitted within 0 days after termination.

(d) **Health FSA treatment.** In the event a Participant terminates his participation in the Health Flexible Spending Account during the Plan Year, if Salary Redirections are made other than on a pro rata basis, upon termination the Participant shall be entitled to a reimbursement for any Salary Redirection previously paid for coverage or benefits relating to the period after the date of the Participant's separation from service regardless of the Participant's claims or reimbursements as of such date.

2.6 DEATH

If a Participant dies, his participation in the Plan shall cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent.

ARTICLE III CONTRIBUTIONS TO THE PLAN

3.1 EMPLOYER CONTRIBUTION

The Employer shall make available to each Participant an Employer Contribution to be used for any Benefit under the Plan in an amount to be determined by the Employer prior to the beginning of each Plan Year. Each Participant's Employer Contribution shall be converted to Cafeteria Plan Benefit Dollars and be available to purchase Benefits as set forth above. The Employer's Contribution shall be made on a pro rata basis for each pay period of the Participant. If no Benefits are selected, there shall be no Employer Contribution.

3.2 SALARY REDIRECTION

If a Participant's Employer Contribution is not sufficient to cover the cost of Benefits or Premium Expenses he elects pursuant to Section 4.1, his Compensation will be reduced in an amount equal to the difference between the cost of Benefits he elected and the amount of Employer Contribution

available to him. Such reduction shall be his Salary Redirection, which the Employer will use on his behalf, together with his Employer Contribution, to pay for the Benefits he elected. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V and as set forth in Section 3.1.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

3.3 APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Employer Contribution and Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account or Dependent Care Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

3.4 PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year. In the event Salary Redirections to the Health Flexible Spending Account are not made on a pro rata basis, upon termination of participation, a Participant may be entitled to a refund of such Salary Redirections pursuant to Section 2.5.

ARTICLE IV BENEFITS

4.1 BENEFIT OPTIONS

Each Participant may elect any one or more of the following optional Benefits:

- (1) Health Flexible Spending Account
- (2) Dependent Care Flexible Spending Account

(3) Insurance Premium Payment Plan

(i) Health Insurance Benefit

4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case Article VI shall apply.

4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case Article VII shall apply.

4.4 HEALTH INSURANCE BENEFIT

(a) **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Insurance Contract for the Participant, his or her Spouse, and his or her Dependents.

(b) **Employer selects contracts.** The Employer may select suitable health Insurance Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

4.5 CASH BENEFIT

If a Participant does not elect any Salary Redirections, such Participant shall be deemed to have chosen the Cash Benefit as his sole Benefit Option. However, if a Participant fails to make any election of Benefit Option, then the Employer Contribution will be deemed to be waived.

4.6 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but

shall not be required to, reject any election or reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any election or reduce contributions or non-taxable Benefits, it shall be done in the following manner. First, the non-taxable Benefits of the affected Participant (either an employee who is highly compensated or a Key Employee, whichever is applicable) who has the highest amount of non-taxable Benefits for the Plan Year shall have his non-taxable Benefits reduced until the discrimination tests set forth in this Section are satisfied or until the amount of his non-taxable Benefits equals the non-taxable Benefits of the affected Participant who has the second highest amount of non-taxable Benefits. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Flexible Spending Account Benefits and Dependent Care Flexible Spending Account Benefits, and once all these Benefits are expended, proportionately among insured Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

ARTICLE V PARTICIPANT ELECTIONS

5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.2.

5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which Benefit options he wishes to select. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

- (a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;
- (b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year, or by not electing any Benefit options;
- (c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

5.3 FAILURE TO ELECT

Any Participant failing to complete an election of benefits form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized for such subsequent Plan Year.

5.4 CHANGE IN STATUS

(a) **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- (1) **Legal Marital Status:** events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
- (2) **Number of Dependents:** Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
- (3) **Employment Status:** Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from

an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;

(4) Dependent satisfies or ceases to satisfy the eligibility requirements: An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and

(5) Residency: A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and IRS Notice 2010-38, shall qualify as a change in status.

(b) **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (SCHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement ("order")) resulting from a divorce, legal separation, annulment, or change in legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

(1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or

(2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social

Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) **Cost increase or decrease.** If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(f) **Loss of coverage.** If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

(g) **Addition of a new benefit.** If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

(h) **Loss of coverage under certain other plans.** A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(i) **Change of coverage due to change under certain other plans.** A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different

from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.

(j) **Change in dependent care provider.** A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care provider. The availability of dependent care services from a new childcare provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).

(k) **Health FSA cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.

ARTICLE VI HEALTH FLEXIBLE SPENDING ACCOUNT

6.1 ESTABLISHMENT OF PLAN

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly.

6.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

(a) **"Health Flexible Spending Account"** means the account established for Participants pursuant to this Plan to which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents may be reimbursed.

(b) **"Health Flexible Spending Account Remainder Amount"** means that portion of the Employer's Contribution, if any, allocated to the Health Flexible Spending Account, determined assuming that Employer Contributions which are converted to Cafeteria Plan Benefit Dollars are first applied to all other Benefits elected by the Participant under the Plan.

(c) **"Highly Compensated Participant"** means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:

- (1) one of the 5 highest paid officers;

(2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or

(3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

(d) **"Medical Expenses"** means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

Effective January 1, 2011, including amounts related to the Grace Period for the 2010 Plan Year, a Participant may not be reimbursed for the cost of any medicine or drug that is not "prescribed" within the meaning of Code Section 106(f) or is not insulin.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his Spouse or Dependent.

A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

6.3 FORFEITURES

The amount in the Health Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 8.2.

6.4 LIMITATION ON ALLOCATIONS

Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is \$2,600.

6.5 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Health Flexible Spending Account by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the next member of the group in whose favor discrimination may not occur pursuant to Code Section 105 who has elected the second highest contribution to the Health Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section or the Code are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

6.6 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Health Flexible Spending Account. The enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

6.7 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS

(a) **Expenses must be incurred during Plan Year.** All Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year including the Grace Period shall be reimbursed during the Plan Year subject to Section 2.5, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

(b) **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.

(c) **Payments.** Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of

incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

(d) **Grace Period.** Notwithstanding anything in this Section to the contrary, Medical Expenses incurred during the Grace Period, up to the remaining account balance, shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates.

(e) **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those Medical Expense claims shall not be considered for reimbursement by the Administrator. Non-prescription drug costs incurred during the Grace Period related to the 2010 Plan Year shall not be reimbursed. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 0 days after termination of employment.

6.8 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Medical Expenses, subject to the following terms:

(a) **Card only for medical expenses.** Each Participant issued a card shall certify that such card shall only be used for Medical Expenses. The Participant shall also certify that any Medical Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Health Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Health Flexible Spending Account.

(c) **Maximum dollar amount available.** The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth in Section 6.4.

(d) **Only available for use with certain service providers.** The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator.

(e) **Card use.** The cards shall only be used for Medical Expense purchases at these providers, including, but not limited to, the following:

- (1) Co-payments for doctor and other medical care;
- (2) Purchase of drugs prescribed by a health care provider, including, if permitted by the Administrator, over-the-counter medications as allowed under IRS regulations;
- (3) Purchase of medical items such as eyeglasses, syringes, crutches, etc.

(f) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(g) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as a Medical Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

- (1) Repayment of the improper amount by the Participant;
- (2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;
- (3) Claims substitution or offset of future claims until the amount is repaid; and
- (4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

ARTICLE VII DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

7.1 ESTABLISHMENT OF ACCOUNT

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

7.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

(a) **"Dependent Care Flexible Spending Account"** means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.

(b) **"Earned Income"** means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.

(c) **"Employment-Related Dependent Care Expenses"** means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses under Code Section 21(b)(2). Generally, they shall include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:

(1) If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Section 7.2(d)(1) (or deemed to be, as described in Section 7.2(d)(1) pursuant to Section 7.2(d)(3)), or for a Qualifying Dependent as defined in Section 7.2(d)(2) (or deemed to be, as described in Section 7.2(d)(2) pursuant to Section 7.2(d)(3)) who regularly spends at least 8 hours per day in the Participant's household;

(2) If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than 6 individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and

(3) Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.

(d) **"Qualifying Dependent"** means, for Dependent Care Flexible Spending Account purposes,

(1) a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;

(2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or

(3) a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).

(e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

7.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

7.4 INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that he has elected to apply toward his Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

7.5 DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 7.12 hereof.

7.6 ALLOWABLE DEPENDENT CARE REIMBURSEMENT

Subject to limitations contained in Section 7.9 of this Program, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

7.7 ANNUAL STATEMENT OF BENEFITS

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

7.8 FORFEITURES

The amount in a Participant's Dependent Care Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.12 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

7.9 LIMITATION ON PAYMENTS

(a) **Code limits.** Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$5,000 (\$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

7.10 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination may not occur under Code Section 129(d).

(b) **25% test for shareholders.** It is the intent of this Dependent Care Flexible Spending Account that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of the stock or of the capital or profits interest in the Employer.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Dependent Care Flexible Spending Account by the affected Participant that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the amount designated for the account equals the amount designated for the account of the affected Participant who has elected the second highest contribution to the Dependent Care Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

7.11 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

7.12 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS

The Administrator shall direct the payment of all such Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- (a) The Dependent or Dependents for whom the services were performed;
- (b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;
- (c) The relationship, if any, of the person performing the services to the Participant;
- (d) If the services are being performed by a child of the Participant, the age of the child;
- (e) A statement as to where the services were performed;
- (f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;
- (g) If the services were being performed in a day care center, a statement:
 - (1) that the day care center complies with all applicable laws and regulations of the state of residence,
 - (2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
 - (3) of the amount of fee paid to the provider.
- (h) If the Participant is married, a statement containing the following:
 - (1) the Spouse's salary or wages if he or she is employed, or

- (2) if the Participant's Spouse is not employed, that
- (i) he or she is incapacitated, or
 - (ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.

(i) **Claims for reimbursement.** If a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within 0 days after termination of employment.

7.13 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Employment-Related Dependent Care Expenses, subject to the following terms:

(a) **Card only for dependent care expenses.** Each Participant issued a card shall certify that such card shall only be used for Employment-Related Dependent Care Expenses. The Participant shall also certify that any Employment-Related Dependent Care Expense paid with the card has not already been reimbursed by any other plan covering dependent care benefits and that the Participant will not seek reimbursement from any other plan covering dependent care benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Dependent Care Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Dependent Care Flexible Spending Account.

(c) **Only available for use with certain service providers.** The cards shall only be accepted by such service providers as have been approved by the Administrator. The cards shall only be used for Employment-Related Dependent Care Expenses from these providers.

(d) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(e) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as an Employment-Related Dependent Care Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

- (1) Repayment of the improper amount by the Participant;
- (2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;
- (3) Claims substitution or offset of future claims until the amount is repaid; and
- (4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

ARTICLE VIII BENEFITS AND RIGHTS

8.1 CLAIM FOR BENEFITS

(a) **Insurance claims.** Any claim for Benefits underwritten by Insurance Contract(s) shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure.

(b) **Dependent Care Flexible Spending Account or Health Flexible Spending Account claims.** Any claim for Dependent Care Flexible Spending Account or Health Flexible Spending Account Benefits shall be made to the Administrator. For the Health Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 0 days after termination of employment. For the Dependent Care Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within 0 days after termination of employment. If the Administrator denies a claim, the Administrator may provide notice to the Participant or beneficiary, in writing, within 90 days after the claim is filed unless special circumstances require an extension of time for processing the claim. The notice of a denial of a claim shall be written in a manner calculated to be understood by the claimant and shall set forth:

- (1) specific references to the pertinent Plan provisions on which the denial is based;

(2) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and

(3) an explanation of the Plan's claim procedure.

(c) **Appeal.** Within 60 days after receipt of the above material, the claimant shall have a reasonable opportunity to appeal the claim denial to the Administrator for a full and fair review. The claimant or his duly authorized representative may:

(1) request a review upon written notice to the Administrator;

(2) review pertinent documents; and

(3) submit issues and comments in writing.

(d) **Review of appeal.** A decision on the review by the Administrator will be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing (such as the need to hold a hearing), in which event a decision should be rendered as soon as possible, but in no event later than 120 days after such receipt. The decision of the Administrator shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.

(e) **Forfeitures.** Any balance remaining in the Participant's Dependent Care Flexible Spending Account or Health Flexible Spending Account as of the end of the time for claims reimbursement for each Plan Year and Grace Period (if applicable) shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is applicable, unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus.

8.2 APPLICATION OF BENEFIT PLAN SURPLUS

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan.

**ARTICLE IX
ADMINISTRATION**

9.1 PLAN ADMINISTRATION

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer or be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- (a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;

(f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;

(g) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;

(h) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

9.2 EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

9.3 PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

9.4 INSURANCE CONTROL CLAUSE

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

9.5 INDEMNIFICATION OF ADMINISTRATOR

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

**ARTICLE X
AMENDMENT OR TERMINATION OF PLAN**

10.1 AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

10.2 TERMINATION

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Flexible Spending Account, but all payments from such fund shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

**ARTICLE XI
MISCELLANEOUS**

11.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.12.

11.2 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

11.3 WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

11.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

11.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

11.6 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

11.7 EMPLOYER'S PROTECTIVE CLAUSES

(a) **Insurance purchase.** Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.

(b) **Validity of insurance contract.** The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

11.8 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

11.9 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

11.10 FUNDING

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

11.11 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of Kansas.

11.12 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

11.13 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

11.14 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

11.15 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

11.16 UNIFORM SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

11.17 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

(a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.

(c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Genetic information will not be used or disclosed for underwriting purposes.

(d) **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy officer. The privacy officer shall take appropriate action, including:

(i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

- (ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;
 - (iii) mitigation of any harm caused by the breach, to the extent practicable; and
 - (iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.
- (e) **Certification.** The Employer must provide certification to the Plan that it agrees to:
- (1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;
 - (2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
 - (3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
 - (4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;
 - (5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;
 - (6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
 - (7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;
 - (8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;
 - (9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

- (10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

11.18 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

(a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.

(b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.

(c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.17.

11.19 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act and ERISA Section 712.

11.20 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

11.21 WOMEN'S HEALTH AND CANCER RIGHTS ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

11.22 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

IN WITNESS WHEREOF, this Plan document is hereby executed this _____ day
of _____.

City of Valley Center

By _____
EMPLOYER

WITNESSES AS TO EMPLOYER

STAFF REPORTS

A. City Clerk Polian

B. Chief of Police Hephner

C. Fire Chief Tormey

- Fire Department July 2011 Report

D. Community Development Officer Utecht

E. City Superintendent Dunn

- Public Works June and July 2011 Report

F. Parks & Public Buildings Superintendent Owings

G. City Engineer Kelsey

H. City Attorney Arbuckle

I. City Administrator Pile

FIRE DEPARTMENT**July 2011 Activity Report**

The Fire Department responded to 82 calls for service in July; these are broken down as follows.

<u>Calls For Service</u>	<u>City</u>	<u>Townships</u>
Building Fire (Automatic Aid Given)	0	2
Passenger Vehicle Fire	1	0
Grass Fire	1	4
Brush or Brush and Grass Mixture Fire	1	0
Cooking Fire Confined to Container (Automatic Aid Received)	1	0
Cooking Fire Confined to Container	0	1
Outside Rubbish, Trash or Waste Fire	1	0
Dumpster or Other Trash Receptacle Fire	2	0
Authorized Controlled Burn	1	0
Motor Vehicle Accident With Injuries	2	3
Motor Vehicle Accident With No Injuries	2	1
Medical Assist, Assist EMS Crew	5	0
EMS Call	6	0
Assist Invalid	1	0
Person in Distress	1	0
Power Lines Down	0	1
Arcing Shorted Electrical Equipment	1	0
Special Type of Incident, Other	1	0
CO Detector Activation Due to Malfunction	0	1
False Alarm or False Call, Other	1	1
Alarm System Sounded Due to Malfunction	1	0
Good Intent Call	4	2
Dispatched and Cancelled En Route (Automatic Aid Given)	0	1
Dispatched and Cancelled En Route	10	3
Burn Permit	19	0

8 Firefighters Attended EMT Transition Course on (July 7th 2011).

7 Firefighters Attended EMT Transition Course on (July 9th 2011).

10 Firefighters Attended Training in Valley Center
Training Consisted of SQ-41, B-41, and E-41 Foam Training (July 11th 2011).

18 Firefighters Attended Training in Valley Center
Training Consisted of MDT, Radio Communication and Operation, JAWS,
and E-41 Pump Operations Training and Refresher (July 25th 2011).

2 Firefighters Sprayed Children With Water to Cool them Down at the
Library for the Summer Reading Party; 82 Children and 35 Adults Attended
(July 27th 2011).

CHIEF TORMEY

Administration

- Sewer Rehab Project: monitoring and working with inspector
- School Signals: Programmed for school year.
- Ford Bridge: monitoring erosion as required by KDOT
- Safety Meetings: Recognition of Hazards and Compressed Gases & Pressure Valves; confined Space Entry
- 9 Sewer Inspections
- Took extra heat precautions due to extreme temperatures.
- Helped park department water cemetery.

The Wastewater Treatment & Collections Department

- Wichita hauled sludge: 16 loads in June and 19 in July
- Ran Control Tests and drew samples for required testing for State – all tests passed.
- Power washed scum trough on new clarifier & screening unit
- Aeration Basin shaft bearings replaced
- Lift Stations: Daily rounds and maintenance was done.

The Street Department

- Street Program:
 - Grind up base and overlay with asphalt completed
 - Reclaim base and overlay with asphalt completed on Seneca
 - Reclaim base and overlay with asphalt completed on some of the edges of 5th from Seneca to Broadway
 - Patching done in June = 232.48 tons & July = 224.08 tons
- Barricades: for block party
- Commodities: picked up from Wichita and delivered to Community Building in June
- Grading, mowing, signage and potholes as needed and as weather permitted.
- Base work done for street program projects: 500 tons of material, 29,000 gallons of water, 163 man-hours
- Sweeping: average of 126 cubic yards of debris swept in June and July

The Water Department

Read water meters, monthly turn offs and service orders

73 meters replaced for automated reading.

7 (each month) Routine bacteria samples collected and sent to State all passed.

Daily rounds: Booster Station, Wells, Wichita Meter Pits, Water Tower

Kansas One Call: 167 locates were completed for water, sewer and stormwater.

Manhole raised.

Water Leaks: several water leak checks resulting in: 1 Service line repair; 2 water main leaks (pictures below)



GOVERNING BODY REPORTS

A. Mayor McNown

B. Councilmember Leftoff

C. Councilmember Cicirello

D. Councilmember Smith

E. Councilmember Gerling

F. Councilmember Maschino

G. Councilmember L. Jackson

H. Councilmember K. Jackson

I. Councilmember Hobson

ADJOURN