



CITY COUNCIL AGENDA

August 4, 2020

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.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INVOCATION: MINISTERIAL ALLIANCE**
4. **PLEDGE OF ALLEGIANCE**
5. **APPROVAL OF AGENDA p 4**
6. **ADMINISTRATION AGENDA p 5**
 - A. City Council Meeting Minutes –
7. **PRESENTATIONS / PROCLAMATIONS p 11**
 - A. WAMPO p 12
 - B. Public Library 2nd quarter financial report p 16
8. **PUBLIC FORUM (*Citizen input and requests*) p 11**
9. **APPOINTMENTS p 11 -none**
10. **COMMITTEES, COMMISSIONS p 11 none**
11. **OLD BUSINESS p 21**
 - A. Public Hearing: Proposed FY 2021 Budget p 21
 - B. 2021 Budget Approval p 22
12. **NEW BUSINESS p 25**
 - A. Mobile Home variance request p 25
 - B. Swimming Pool update and discussion p 30
 - C. Resolution 688-20; Re-Finance G.O.Bonds p 31
 - D. Agreement with Sedgwick County – RSVP program p 37
 - E. Approval of Community Building Window tinting p 49
 - F. Ordinance 1347-20: Amendment to the City's Comprehensive Plan p 57
 - G. Ordinance 1348-20: Amendment to Court Costs p 63
13. **CONSENT AGENDA p 69**
 - A. Appropriation Ordinance – August 4, 2020 p 70
14. **STAFF REPORTS p 79**
15. **GOVERNING BODY REPORTS p 90**

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

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

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

CALL TO ORDER

ROLL CALL

INVOCATION – MINISTERIAL ALLIANCE

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

RECOMMENDED ACTION:

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

ADMINISTRATION AGENDA

A. MINUTES:

Attached are the Minutes from the July 21, 2020 regular City Council Meeting as prepared by the City Clerk.

REGULAR COUNCIL MEETING
July 21, 2020
VALLEY CENTER CITY HALL
121 S. MERIDIAN

Mayor Cicirello called the regular meeting to order at 7:00p.m. With the following members present: Matt Stamm, Paul Davis, Ben Anderson, Gina Gregory, Dale Kerstetter, Robert Wilson and Ronald Colbert.

Members Absent: Chris Evans

Staff Present: Lloyd Newman, Public Safety Director
Rodney Eggleston, Public Works Director
Neal Owings, Parks and Public Buildings Director
Ryan Shrack, Community Development Director
Barry Arbuckle, City Attorney
Barry Smith, Assistant City Administrator
Brent Clark, City Administrator
Josh Golka, City Engineer
Matt Koehn, City Treasurer

Press present: The Ark Valley News

APPROVAL OF THE AGENDA

Anderson moved to approve the agenda as presented, seconded by Davis. Vote yea: unanimous. Motion carried.

**ADMINISTRATION AGENDA –
JULY 7, 2020 CITY COUNCIL MINUTES-**

Gregory moved to accept the minutes of the July 7, 2020, regular City Council meeting, seconded by Stamm. Vote yea: unanimous. Motion carried.

PRESENTATIONS/PROCLAMATIONS –

Clark introduced Eric Scriven, new Chamber of Commerce Director. Scriven stated that he is excited to be working with local businesses. Scriven announced that fourteen teams will be participating in the Golf Tournament. Because of the need to cancel FallFest, this will be the main fund raiser of the year. There will also be an option for residents to make donations to the Chamber when paying their utility bills.

PUBLIC FORUM – None

APPOINTMENTS – None

**COMMITTEES, COMMISSIONS –
ECONOMIC DEVELOPMENT BOARD MINUTES**

Anderson moved to accept and file the minutes of the July 1, 2020 Economic Development Board meeting, seconded by Davis. Vote yea: unanimous. Motion carried.

OLD BUSINESS

A. ORDINANCE 1346-20; RE-ZONING 212 S. MERIDIAN

Mayor Cicirello confirmed again that this property was being developed by Spike Anderson and that Councilmember Ben Anderson had no financial interest in the property that would create a conflict of interest.

Shrack requested 2nd reading and approval of Ordinance that would re-zone the property located at 212 S. Meridian Ave. from MH-1 (manufactured home park district) to R-3 (multi-family residential district). Mr. Anderson does plan on construction of three tri-plex and two duplex units.

Stamm moved motion to approve Ordinance 1346-20; re-zoning land located at 212 S. Meridian Ave., Valley Center, Kansas for 2nd. reading. Motion seconded by Colbert. Vote yea: unanimous. Motion carried

NEW BUSINESS-

A. APPROVAL OF PURCHASE OF SCBA EQUIPMENT

Newman addressed Council requesting approval to purchase 21 self-contained breathing apparatus (SCBA) units. He explained that the current equipment has/or will be expiring. The need became apparent when one of the units recently used by Chief Tormey failed just prior to responding to a house fire. Newman stated that they applied for a grant last year for the purchase of new equipment but they did not receive funds. A grant was funds was again submitted this year. Newman stated that we are able to purchase the SCBAs at a reduced rate by taking advantage of volume discounts with City of Wichita and Sedgwick County. Tormey had one of the new SCBA to show the Council and explained all the updates built into each unit. They are now equipped with a computer chip which tracks a firefighters position inside the structure as well as an alert if the firefighter stops movement which would indicate the need for assistance. In response to Council questions, the life expectancy is 15 years, ongoing maintenance costs would not increase and delivery time will be 4 to 6 weeks.

Kerstetter moved to approve the purchase of 21 new SCBA units in an amount not to exceed \$155,731.00. Motion seconded by Anderson. Vote yea: unanimous. Motion carried.

B. APPROVAL OF AGREEMENT WITH LAMP RYNEARSON

Clark reported that the Swimming Pool/Recreation committee has been working very hard with Lamp Rynearson. The survey questions have been finalized and will be distributed in a variety of ways. Clark also pointed out that the agreement does include language that in the event of an unsuccessful sales tax referendum in 2020, they will continue with the enclosed scope of services as long as only minor modifications are requested/required. Kerstetter verified that a separate agreement would be needed following a successful election. Smith stated that the 2020 budgeted funds for a Strategic Plan will be used for this project since the Strategic Plan has been delayed.

Anderson moved to approve the approval of agreement with Lamp Rynearson for consultation and design of proposed swimming pool and recreation center in the amount of \$27,150.00. Motion seconded by Kerstetter. Vote Yea: unanimous. Motion carried.

C. APPROVAL OF RFP FOR WASTE COLLECTION

Clark stated that initial discussion of terms with Waste Management has been unsuccessful. Staff has also gathered information from other municipalities regarding providers and rates. Staff would like to proceed with a RFP to be sent out to all companies for contract on waste collection in Valley Center beginning in 2021.

Stamm moved to authorize staff to develop and proceed forward with RFP for waste collection to begin at the end of current contract with Waste Management. Motion seconded by Davis. Vote yea: unanimous. Motion carried.

D. CHANGE ORDER FOR WATER LINE AT WEST ELEMENTARY

Golka addressed Council regarding the necessity of change orders within any project. Project bids normally have overage amounts added. Often a change order does enhance the value of a project. Golka stated work on the water line project is way ahead of schedule. He reported that the discovery of a cast iron pipe with leaded joints lead to the recommendation to replace this water line.

Anderson moved to approve change order to the waterline replacement project to replace the line along Sheridan to West Elementary with the cost not to exceed \$18,304.00. Motion seconded by Stamm. Vote yea: unanimous. Motion carried.

E. MID-YEAR FINANCIAL REVIEW

Treasurer Koehn presented a mid-year financial review of the 2020 budget. Koehn explained that miscellaneous General Fund revenues usually happen with transfers at the end of the year. The enterprise funds also have budget amounts that will be transferred at a later date for debt services. Overall, General Fund expenditures stand at 47.26% of 2020 budget.

Gregory moved to accept and file the 2020 mid-year financial report, seconded by Davis. Vote Yea: Unanimous. Motion carried.

F. DISCUSSION OF 2021 BUDGET

Smith stood for any questions regarding the proposed 2021 budget. He explained that if they had no changes or recommendations, the next step will be scheduling and publishing of public hearing

G. NOTICE OF PUBLIC HEARING

Smith requested that the public hearing be scheduled for August 4, 2020. Publication deadlines require 10 days' notice prior to meeting.

Anderson moved, seconded by Stamm to establish a Public Hearing August 4, 2020 at 7:00pm at City Hall for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds with the amount of Ad Valorem Tax, not to exceed \$3,148,678.00. Vote Yea: Unanimous. Motion carried.

CONSENT AGENDA

- A. APPROPRIATION ORDINANCE - JULY 21, 2020
- B. CHECK RECONCILIATION – JUNE 2020
- C. TREASURER'S REPORT – JUNE 2020
- D. REVENUE AND EXPENSE SUMMARIES – JUNE 2020
- E. DELINQUENT ACCOUNT REPORT – JANUARY THRU APRIL 2020

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

STAFF REPORTS

COMMUNITY DEVELOPMENT DIRECTOR SHRACK

Shrack reminded Council that a Land Bank meeting will be held following adjournment of tonight's council meeting. Shrack stated that the response rate for the US Census in Valley Center is 74.8%.

Shrack reported on Ordinances regarding political signs. Signs may be placed in property easements 45 days prior to an election, but must be removed 2 days following the election.

PARKS AND PUBLIC BUILDING DIRECTOR OWINGS

Agreed with Clark that Lamp Rynearson has been great to work with on the pool project. Owings reported that Sedgwick County will be placing a secure locked drop box at City Hall prior to the General Election in November. This allows persons to drop off advance ballots.

PUBLIC SAFETY DIRECTOR NEWMAN

Reported that the department currently has 2 open positions. One is held for an officer currently serving in military. He anticipates she'll return to Valley Center later this fall. Newman has made a conditional offer to fill the 2nd position. Newman explained the lengthy process needed to hiring a police officer. Anderson thanked Newman and his officers commitment to wearing masks and the positive efforts from Jerrod West and Sonic with gift cards.

PUBLIC WORKS DIRECTOR EGGLESTON

Reported that Josh Ramsey has been hired to replace Chas Townsend in the public works department. Josh brings electrical, equipment operator and water line experience to work with the department. Chas is resigning do to spouse military move.

ASSISTANT CITY ADMINISTRATOR OF ADMINISTRATION AND FINANCE SMITH

Smith reported that Sedgwick County has opened up process for COVID-19 funds reimbursements.

The Resolution to approve Bond re-financing will be discussed and approved at the next Council meeting. Smith also reported that Incode (utility software company) has indicated that there is a possible rebate program working with VISA to refund part of the credit card usage fees that the City waived during the COVID crisis.

GOVERNING BODY REPORTS –

MAYOR CICIRELLO

Presented to Administrator Clark cupcakes and lead the group in singing “Happy Birthday” to him. Thanked Jarrod West and Sonic for the promotion of gift cards given by Police Officers when they catch someone wearing a mask. Stated that depending on Sedgwick County decisions, the August 4th Council Meeting might be held via Zoom.

COUNCILMEMBER WILSON

Requested additional information regarding the asphalt removal on Sheridan due to the change order as well as a timeline of resurfacing of Sheridan. Eggleston reported that they have not done any of the re-surfacing until water line projects in the area are done, as well as holding spending during the pandemic. However, he is waiting on bids for Sheridan. Golka reported that the cracks that keep re-surfacing on Sheridan as because of the base stabilization used at the time the street was laid causing thermal cracking. City staff is also working with BNSF to remove the railroad spur. Staff also updated Wilson on meeting held with Sedgwick County on the drainage plans on the field north of Jarrod West’s property. Sedgwick County is doing survey to possibly re-route the drainage area.

ADJOURN -

Colbert moved to adjourn, second by Anderson. Vote Yea: Unanimous.

Meeting adjourned at 8:19 PM.

Kristi Carrithers, City Clerk

ADMINISTRATION AGENDA
RECOMMENDED ACTION

A. MINUTES:

RECOMMENDED ACTION:

Staff recommends motion to approve the minutes of the July 21, 2020 Regular Council Meeting as presented/ amended.

PRESENTATIONS / PROCLAMATIONS

A. WAMPO-Chris Upchurch

B. Valley Center Public Library 2nd quarter financial report

PUBLIC FORUM

APPOINTMENTS

COMMITTEES, COMMISSIONS

REIMAGINED MOVE 2040



Metropolitan Transportation Plan Executive Summary

The Wichita Area Metropolitan Planning Organization's (WAMPO) long-range Metropolitan Transportation Plan (MTP), also known as the REIMAGINED MOVE 2040 Plan, sets the vision and strategy for all regional transportation decision-making for the next 20 years. Updated every five years, the plan includes a multimodal list of priority transportation projects and strategies that fit within the region's anticipated funding capacity.

VISION — To build a safe transportation system that increases quality of place and supports the economy of the Wichita region and south-central Kansas.

The following sections are key takeaways from WAMPO'S MTP development effort, which supports WAMPO'S transportation vision for the region.

Public Outreach & Engagement

Throughout the development of the REIMAGINED MOVE 2040 plan, WAMPO used an assortment of outreach methods to engage with the public on a variety of issues, ranging from vision and goals setting to investment preferences.



15,687 direct points of contact within the community



Over 72 public meetings

Diverse Engagement



7+ race/ethnicities
59+ year age range
public, private & government affiliations



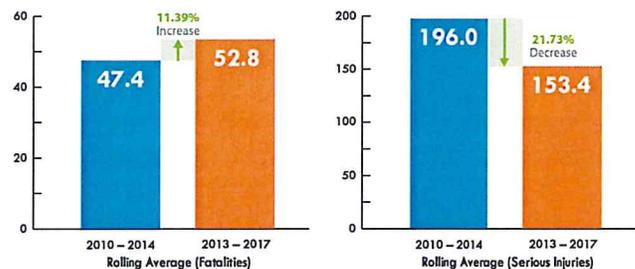
5 outreach initiatives
2,663 participants

Performance-Based Planning

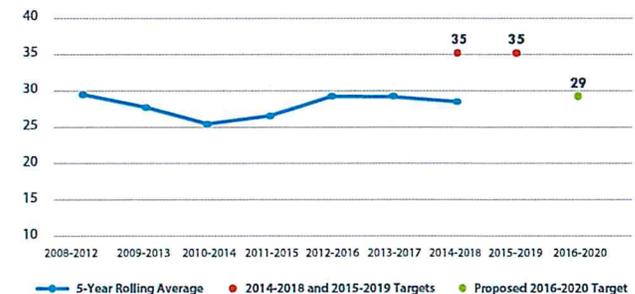
Performance measures are implemented to achieve outcome-based approaches for reaching regional, state, and national transportation goals. Safety, congestion, and the condition of transportation infrastructure are key in informing recommended projects for the REIMAGINED MOVE 2040 Plan.

Key Transportation System Performance Indicators

Fatalities and Serious Injuries



Non-Motorized Fatalities & Serious Injuries



Current and Future Travel Delay



Plan Focus Areas

Through many months of coordination, outreach, and engagement with stakeholders, partners, and the public, WAMPO identified five key focus areas for the Plan.

These focus areas include:



SAFETY & HEALTH



MOBILITY & ECONOMY



EQUITY & DIVERSITY



THE MULTIMODAL NETWORK



QUALITY OF PLACE & TALENT

Regional Snapshot

The WAMPO region is home to 525,457 people. As the largest metropolitan area entirely within the state of Kansas, the WAMPO region is responsible for 18% of Kansas's Gross Domestic Product (GDP), which is the second-highest GDP by county in the state.

WAMPO identified many interconnections between transportation, economy, talent and quality of place that can positively and negatively affect the community depending on the choices we make.

Wichita Workforce Reality



Over a third of the current population live in low-income households



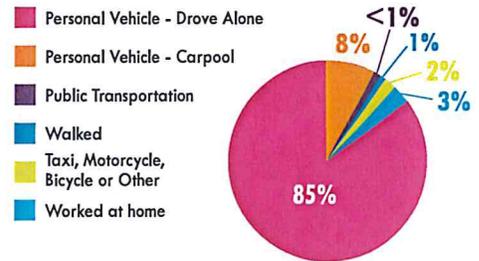
Trends indicate that by 2039 more than 20% of the population will be seniors



Existing Transportation System

The transportation system is critical to achieving the region's five focus areas. The MTP technical assessments identified several issue areas that need to be addressed.

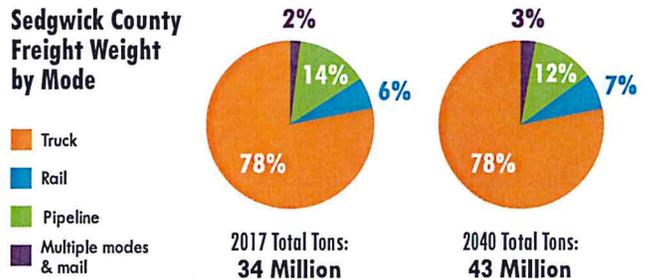
Transportation Commute Mode Share



HIGHWAY AND STREET ISSUE AREAS:

- **Safety:** Increase in incidence of fatalities on regional highways and roads is a critical area of concern for future transportation planning and investment.
- **Deferred Maintenance:** The costs of deferred maintenance on a regional scale is unknown. Understanding the full costs of deferred maintenance is key in building future spending practices and policies.
- **Roadway Upgrading:** Across the region, investment in the local street system is needed to enhance safety and bring the roadway system up to current standards.
- **Technology:** Exploration and investment in technological updates to the regional transportation system can be transformative to the future of transportation.

Sedgwick County Freight Weight by Mode



Source: FHWA, Freight Analysis Framework (FAF) 4.4; analysis by Cambridge Systematics, 2019.

RAIL ISSUE AREAS:

- **Infrastructure Condition:** Outdated infrastructure (e.g., tracks, bridges, sidings) that is not capable of carrying the weight of modern train cars.
- **Passenger Rail Service:** Continued need for passenger rail service study and feasibility assessment.

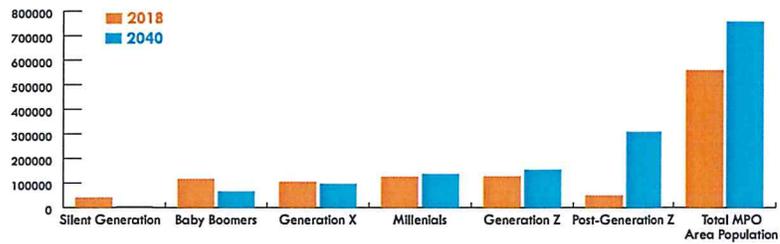
AIR ISSUE AREAS:

- **Customs Facility:** A new customs facility is needed to accommodate more international air travel in and out of the region.
- **Commercial Air:** There is an identified need to increase the commercial air service (airlines and routes out of Eisenhower airport).
- **Air Service:** Enhance Wichita's passenger and freight air service competitiveness by collaborating with the business community.

Future Trends & Needs

The WAMPO region is growing slowly, with population and employment rising less than 1% per year and the number of households rising less than 2% per year. Combined with the region's current lack of congestion, the highway and road system is well-positioned to meet regional car and truck future needs. The regional challenge will come not from increases in overall demand, but rather changes in the type and location of transportation services wanted and needed in the region.

MPO Area Generational Populations, 2018 and 2040

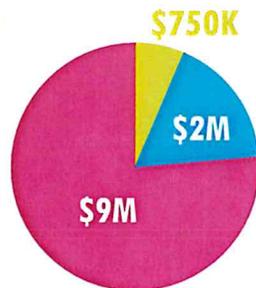


Investment Strategy

WAMPO receives approximately \$12 million of federal transportation funding per year to distribute to planning partners and member jurisdictions. These suballocated funds represent around 5% of the total spending in the region. WAMPO adopted an updated investment strategy and associated selection criteria to guide decision-making in the REIMAGINED MOVE 2040 plan for these funds.

Annual Federal Transportation Funding by Program

- Surface Transportation Block Grant Program
- Congestion Mitigation and Air Quality Improvement Program
- STBG program funding for transportation alternatives (TA)



Equity & the Environment

Equity considerations were accomplished through an overall assessment of the slated regional transportation projects. This assessment was key in determining the presence of significant disproportionate and/or adverse impacts to the below target populations:

- Minority Residents
- Low-Incomes Residents
- Limited-English Proficiency Residents

The transportation system contributes to environmental issues in the region, namely ground level ozone, overland flooding, and habitat protection. Many ongoing regulatory processes are in place to monitor and mitigate these issues.

As the REIMAGINED MOVE 2040 projects are implemented, the existing regulatory processes will be in place to ensure appropriate mitigation activities are implemented to ensure compliance with local, federal, and state environmental laws.

Transportation Finance

Like any plan, it is important to assess the financial implications of decision-making. The REIMAGINED MOVE 2040 Finance Plan calculates the projected funding and estimated future financing for the system and compared these figures with the anticipated future costs. This comparison serves to provide an illustration of resulting regional balance and associated fiscal considerations.

Project Funding and Financing (2020 - 2040)

Funding from local governments (cities, counties)	\$2.60 billion
Funding from state of Kansas	\$1.60 billion
Funding from federal government	\$561 million
Debt financing by local governments	\$700 million
Debt financing by state government	\$300 million
TOTAL Projected Funding and Financing	\$5.76 billion

Anticipated Costs (2020 - 2024)

Operations and Maintenance for Current System	\$977 million
Debt Service (at current levels)	\$1.20 million
New Projects (local, state, WAMPO)	\$3.3 billion
TOTAL Anticipated Costs	\$5.47 billion

Projected Funding/Financing (-) Anticipated Costs = \$0

REIMAGINED MOVE 2040 Project List

The REIMAGINED project list includes 158 regional transportation projects, representing \$3.27 BILLION in investment in the region's transportation system.

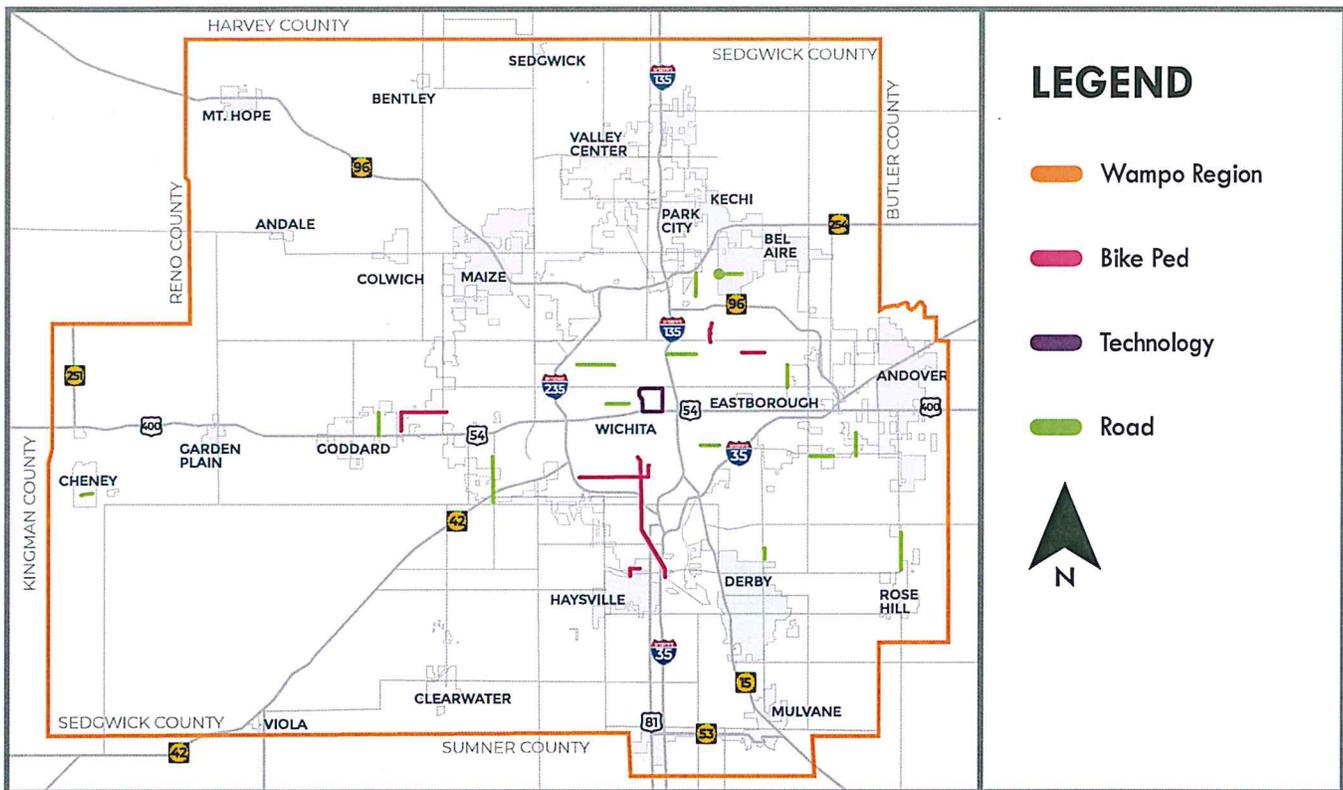
A total of 45 projects on the project list were selected to be on the "WAMPO Funding Menu," or eligible for federal funding in the future through WAMPO's sub-allocated funding program.

Looking Ahead

From a project perspective, the North Junction is the highest priority for the WAMPO region. Other projects of regional significance include; ARC95, East Kellogg, I-235 & Kellogg, K96, K254, the Northwest Bypass, US-54 & I-135, and West Kellogg.

Over the next 20 years, the WAMPO region will face significant transportation challenges from changing demographics, the need to attract and retain talent, increasing roadway fatalities, and the declining purchasing power of our transportation funding. To meet these challenges WAMPO is focused on Safety & Health, the Multimodal Network, Mobility & Economy, Equity & Diversity, and Quality of Place & Talent.

WAMPO Funding Menu*



*Note that not all projects are displayed on this map, as not all projects are location-specific.

Want More Information?



Check out the full REIMAGINED MOVE 2040 long-range Metropolitan Transportation Plan here:
www.wampo.org



Watch one of our REIMAGINED MOVE 2040 focus area videos here:
youtu.be/O8C5thcBvAM



Take a deep dive into a transportation topical area in one of 13 technical appendices here:
www.wampo.org/metropolitan-transportation-plan-mt

The Wichita Area Metropolitan Planning Organization (WAMPO) is led by a 25-member Transportation Policy Body and provides a regional forum for transportation coordination and planning among local governments, the state of Kansas, federal agencies, and the general public in the Wichita metropolitan area. For more information about WAMPO, visit www.wampo.org.

Valley Center Public Library 2020 Statistics

Check out Summary	2,019	2,019	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec.	2,020
Adult	Totals	Mo.Ave.													Totals
Non-fiction	2,651	221	192	235	159	11	47	119	0	0	0	0	0	0	763
Fiction	14,742	1,229	1212	1188	1287	50	616	980	0	0	0	0	0	0	5,333
Juvenile															
Non-fiction	2,935	245	145	172	122	4	33	45	0	0	0	0	0	0	521
Fiction	21,552	1,796	1473	1245	1106	41	453	819	0	0	0	0	0	0	5,137
Periodicals	919	77	73	38	25	2	11	20	0	0	0	0	0	0	169
Audio materials	2,264	189	145	122	132	4	37	84	0	0	0	0	0	0	524
DVD's/Videos	3,288	274	181	219	186	10	74	65	0	0	0	0	0	0	735
Other Items	271	23	8	24	8	0	3	0	0	0	0	0	0	0	43
eBooks chkd out	5,665	472	577	542	575	631	611	603	0	0	0	0	0	0	3,539
eMagazines chkd out	149	19	11	5	12	8	12	9	0	0	0	0	0	0	57
Totals	54,436	3,936	4017	3790	3612	761	1897	2744	0	0	0	0	0	0	16,821
Number of programs	368	31	26	23	36	26	19	20	0	0	0	0	0	0	150
Tot. Program attendance	13,071	1,089	301	278	1835	543	298	313	0	0	0	0	0	0	3,568
Internet Computer Use	1,698	142	143	126	71	0	0	1	0	0	0	0	0	0	341
Wireless Internet Use	3,843	320	407	181	263	135	138	169	0	0	0	0	0	0	1,293
Children's Computer Use	2,279	190	80	67	43	0	0	0	0	0	0	0	0	0	190
ILL Materials Loaned	811	68	108	94	48	0	0	55	0	0	0	0	0	0	305
ILL Materials Borrowed	952	79	89	69	38	0	38	26	0	0	0	0	0	0	260
New Library Patrons	1,125	94	52	36	37	0	12	12	0	0	0	0	0	0	149
Materials Added	2,551	213	211	205	138	142	9	100	0	0	0	0	0	0	805
eBooks/eAudios added	12	1	19	1	28	0	1	0	0	0	0	0	0	0	49
Withdrawn - Items	2,932	N/A						1650							1,650
Withdrawn - Magazines	518	N/A						190							190
Tests Proctored	25	2	0	1	4	0	0	0	0	0	0	0	0	0	5
Svcs:Notary/I9/Witness etc.	45	4	5	6	4	0	1	3	0	0	0	0	0	0	19
Library Users	45,595	3,800	2807	2555	3494	198	945	1388	0	0	0	0	0	0	11,387
Website Visits	7,927	661	830	636	746	452	782	865	0	0	0	0	0	0	4,311
Digital VC Visits	511	43	52	9	56	56	155	22	0	0	0	0	0	0	350
Total Visits	54,033	4,503	3689	3200	4296	706	1882	2275	0	0	0	0	0	0	16,048

1 Snow Day in Feb.

soft closure for Coronavirus beg. 3/17, hard closure began 3/30, soft reopening 5/6 "curb deliveries" 3/17-3/30 =108 deliveries May-222 deliveries June-328 deliv.

Valley Center Public Library 2020 Statistics

Taking books out to curb

(none in April)

	# deliveries		# deliveries		#deliveries		#deliveries
17-Mar	6	6-May	19	1-Jun	19	1-Jul	10
18-Mar	10	7-May	17	2-Jun	8	2-Jul	19
19-Mar	7	8-May	16	3-Jun	13	6-Jul	18
20-Mar	7	11-May	7	4-Jun	13	7-Jul	19
23-Mar	17	12-May	12	5-Jun	16	8-Jul	18
24-Mar	20	13-May	10	8-Jun	16	9-Jul	16
25-Mar	11	14-May	8	9-Jun	15	10-Jul	18
26-Mar	13	15-May	15	10-Jun	9	13-Jul	16
27-Mar	12	18-May	6	11-Jun	12	14-Jul	15
<u>30-Mar</u>	<u>5</u>	19-May	13	12-Jun	15	15-Jul	10
Total	108	20-May	12	15-Jun	24	16-Jul	15
		21-May	18	16-Jun	12	17-Jul	16
		22-May	11	17-Jun	6	20-Jul	14
		26-May	18	18-Jun	16	21-Jul	17
		27-May	10	19-Jun	21	22-Jul	25
		28-May	16	22-Jun	20		
		<u>29-May</u>	<u>14</u>	23-Jun	17		
		Total	222	24-Jun	19		
				25-Jun	12		
				26-Jun	13		
				29-Jun	12		
				<u>30-Jun</u>	<u>20</u>		
				Total	328		

Valley Center Public Library 2020 Statistics

Programs - postponed, canceled, moved to on line

legend:

postponed
canceled
moved to on line

March

16-Mar	Stitch & Chat	
16-Mar	Hmnts- Egg & I (moved-3/30 then July)	
16-Mar	Story Time	Spg brk
16-Mar	Movie	Spg brk
16-Mar	Xavier Riddle movie	Spg brk
16-Mar	Brick Club	Spg brk
17-Mar	Story Time	Spg brk
17-Mar	Movie	Spg brk
17-Mar	Xavier Riddle movie	Spg brk
17-Mar	Brick Club	Spg brk
18-Mar	Story Time	Spg brk
18-Mar	Movie	Spg brk
18-Mar	Xavier Riddle movie	Spg brk
18-Mar	Brick Club	Spg brk
18-Mar	Classic Movie Wednesday	
19-Mar	Story Time	spg brk
19-Mar	Movie	spg brk
19-Mar	Xavier Riddle movie	spg brk
19-Mar	Brick Club	spg brk
19-Mar	Book Markers Book Club	
20-Mar	Story Time	spg brk
20-Mar	Movie	spg brk
20-Mar	Xavier Riddle movie	spg brk
20-Mar	Brick Club	spg brk
21-Mar	Movie	spg brk
23-Mar	Stitch & Chat	
24-Mar	Story Time	
25-Mar	Story Time	
26-Mar	Story Time	
26-Mar	Novel Bunch	
26-Mar	Brick Club	
30-Mar	Stitch & Chat	
31-Mar	Story Time	

April

1-Apr	Story Time
2-Apr	Story Time
2-Apr	Brick Club
3-Apr	Teen Party
4-Apr	Glass workshop
6-Apr	Friends Meeting
6-Apr	Stitch & Chat
7-Apr	Story Time
8-Apr	Story Time
9-Apr	Story Time
9-Apr	Brick Club
11-Apr	Easter Party/Egg Hunt
13-Apr	Stitch & Chat
13-Apr	Humanities - In God We Trust...
14-Apr	Story Time
15-Apr	Story Time
15-Apr	Classic Movie Wednesday
16-Apr	Story Time
16-Apr	Brick Club
16-Apr	Book Markers
16-Apr	Friends of the Library Book Sale
20-Apr	Stitch & Chat
21-Apr	Story Time
22-Apr	Story Time
23-Apr	Story Time
23-Apr	Brick Club
23-Apr	Novel Bunch
27-Apr	Stitch & Chat
28-Apr	Story Time
29-Apr	Story Time
30-Apr	Story Time
30-Apr	Brick Club

May

4-May	stitch & chat
4-May	Friends meeting
5-May	story time + picnic
6-May	story time + picnic
7-May	story time + picnic
7-May	brick club
11-May	stitch & chat
14-May	Brick Club
18-May	stitch & chat
20-May	Classic Movie Wed.
21-May	Book Markers
28-May	Novel Bunch
29-May	TRIBE (repl by esc room)

June

1-Jun	Stitch & Chat
1-Jun	Friends Meeting
2-Jun	Summer Story Time
3-Jun	Summer Reading Pgm sess.1
3-Jun	Summer Reading Pgm sess.2
4-Jun	Summer movies
4-Jun	Summer brick club
7-Jun	Speakers Bur.
8-Jun	Stitch & Chat
9-Jun	Summer Story Time
10-Jun	Summer Reading Pgm sess.1
10-Jun	Summer Reading Pgm sess.2
11-Jun	Summer movies
11-Jun	Summer brick club
12-Jun	TRIBE (Repl. By esc room)
15-Jun	Stitch & Chat
16-Jun	Summer Story Time
17-Jun	Summer Reading Pgm sess. 1
17-Jun	Summer Reading Pgm Sess. 2
17-Jun	Classic Movie
18-Jun	Book Markers
18-Jun	Summer movies
18-Jun	Summer brick Club
22-Jun	Stitch & Chat
23-Jun	Summer Story Time
24-Jun	SR Ren Faire (1 session only)
25-Jun	Summer movies
25-Jun	Summer brick club
25-Jun	Novel bunch
26-Jun	TRIBE (Repl. By esc room)
29-Jun	Stitch & Chat

July

6-Jul	Stitch & Chat
6-Jul	Friends Meeting
7-Jul	Summer Story Time
8-Jul	Summer reading pgm sess 1
8-Jul	summer reading pgm sess 2
9-Jul	summer movies
9-Jul	Summer brick club
10-Jul	TRIBE (Repl. By esc room)
13-Jul	Stitch & Chat
14-Jul	Summer Story Time
15-Jul	Summer Reading pgm sess. 1
15-Jul	Summer reading pgm sess. 2
15-Jul	Classic Movie
16-Jul	Book Markers
16-Jul	Summer movies
16-Jul	Brick Club
20-Jul	Stitch & Chat

July ctd

20-Jul	Humanities disc
21-Jul	Summer Story Time
22-Jul	Sum Reading Pgm sn 1
22-Jul	Sum Reading Pgm sn 2
23-Jul	Novel Bunch
23-Jul	Summer Movies
23-Jul	Summer Brick Club
24-Jul	Tribe
27-Jul	stitch & chat
28-Jul	Summer Story Time
29-Jul	final SR party
30-Jul	Summer movies
30-Jul	Summer Brick Club

Valley Center Public Library
Income Statement
Compared with Budget
For the Six Months Ending June 30, 2020

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget	Year to Date Variance
Revenues					
City of Valley Center	\$ 97,254.46	\$ 65,000.00	\$ 242,802.62	\$ 237,000.00	5,802.62
State Aid	0.00	0.00	2,104.13	2,000.00	104.13
SCKLS Grant	0.00	0.00	12,390.00	14,000.00	(1,610.00)
Fines	0.00	125.00	453.17	750.00	(296.83)
Copier Fees	0.00	80.00	305.25	480.00	(174.75)
Book Sale Income	0.00	0.00	0.00	0.00	0.00
Other Grants	0.00	300.00	1,300.00	300.00	1,000.00
Interest Income	1.75	3.33	9.59	20.02	(10.43)
Endowments/Trusts	0.00	0.00	0.00	0.00	0.00
Memorial Funds	0.00	0.00	0.00	0.00	0.00
Donations	0.00	0.00	7,757.19	0.00	7,757.19
Donations - Microfilm	0.00	0.00	0.00	0.00	0.00
Miscellaneous Income	0.00	70.00	5,531.20	420.00	5,111.20
Summer Reading Grants	0.00	7,000.00	0.00	7,000.00	(7,000.00)
Central KS Community Foundatio	0.00	0.00	0.00	0.00	0.00
Do Not Use	0.00	0.00	0.00	0.00	0.00
Total Revenues	97,256.21	72,578.33	272,653.15	261,970.02	10,683.13
Cost of Sales					
Do Not Use	0.00	0.00	0.00	0.00	0.00
Total Cost of Sales	0.00	0.00	0.00	0.00	0.00
Gross Profit	97,256.21	72,578.33	272,653.15	261,970.02	10,683.13
Expenses					
Wages	11,957.37	14,448.50	80,005.82	86,691.00	(6,685.18)
Payroll Taxes	928.29	1,104.17	6,330.27	6,625.02	(294.75)
Employee Benefits	0.00	0.00	0.00	0.00	0.00
Mileage	12.96	75.00	323.05	450.00	(126.95)
Books	1,287.29	2,000.00	10,471.99	12,000.00	(1,528.01)
Non-Print Materials	903.03	1,041.66	5,138.86	6,249.96	(1,111.10)
Movie Licensing	0.00	0.00	0.00	0.00	0.00
Periodicals	173.90	154.16	850.81	924.96	(74.15)
E-Books	0.00	0.00	0.00	0.00	0.00
Digital Magazines	0.00	1,000.00	0.00	1,000.00	(1,000.00)
Memory Kits	0.00	0.00	654.41	0.00	654.41
Electricity & Gas	710.33	1,104.17	5,243.72	6,625.02	(1,381.30)
Telephone	127.38	150.00	797.60	900.00	(102.40)
Internet Service	174.18	183.33	1,051.26	1,099.98	(48.72)
Trash	0.00	0.00	0.00	0.00	0.00
Repairs & Maintenance	0.00	79.16	654.00	474.96	179.04
Storage Rental	57.50	57.50	345.00	345.00	0.00

Valley Center Public Library
Income Statement
Compared with Budget
For the Six Months Ending June 30, 2020

	Current Month	Current Month	Year to Date	Year to Date	Year to Date
	Actual	Budget	Actual	Budget	Variance
Janitorial Service	947.50	947.50	5,685.00	5,685.00	0.00
Accounting	35.00	62.50	297.50	375.00	(77.50)
Web page	0.00	0.00	0.00	0.00	0.00
Covid Expenses	47.61	0.00	47.61	0.00	47.61
Office Supplies	89.57	250.00	549.47	1,500.00	(950.53)
Office Equipment	0.00	208.33	278.77	1,249.98	(971.21)
Book Supplies	126.40	416.66	1,185.14	2,499.96	(1,314.82)
Display Materials	0.00	0.00	0.00	0.00	0.00
Courier Service	0.00	0.00	2,800.00	2,800.00	0.00
Computer Software	0.00	0.00	1,091.90	250.00	841.90
Computer Maintenance	250.00	416.66	895.00	2,499.96	(1,604.96)
Postage	0.00	8.33	42.54	49.98	(7.44)
Insurance	0.00	0.00	408.00	7,300.00	(6,892.00)
Seminars	0.00	0.00	0.00	0.00	0.00
Dues	0.00	0.00	105.00	100.00	5.00
Advertising	40.00	41.66	508.50	249.96	258.54
Bank Charges	0.00	0.00	0.00	0.00	0.00
Returned Checks	0.00	0.00	0.00	0.00	0.00
Interest Paid	0.00	0.00	0.00	0.00	0.00
Grant In Kind	0.00	0.00	0.00	0.00	0.00
TALK - Ks. Humanities	0.00	0.00	800.00	0.00	800.00
Summer Reading Programs	0.00	0.00	1,612.55	6,000.00	(4,387.45)
Teen Programs Supplies	0.00	12.50	0.00	75.00	(75.00)
Misc. Child. Program Supplies	0.00	83.33	994.18	499.98	494.20
Adult Program Expenses	0.00	66.66	455.89	399.96	55.93
Services for the Community	0.00	91.66	382.90	549.96	(167.06)
Miscellaneous	(116.34)	54.50	2,869.54	327.00	2,542.54
Equipment - Technology U.	0.00	0.00	0.00	0.00	0.00
Travel Expenses - Cont. Ed.	0.00	0.00	0.00	0.00	0.00
Continuing Education	0.00	0.00	0.00	0.00	0.00
Improvements	0.00	0.00	0.00	0.00	0.00
Capital Improvements	0.00	416.66	0.00	2,499.96	(2,499.96)
Prior Year Adj	0.00	0.00	0.00	0.00	0.00
Gain/Loss on Sale of Assets	0.00	0.00	0.00	0.00	0.00
Total Expenses	17,751.97	24,474.60	132,876.28	158,297.60	(25,421.32)
Net Income	\$ 79,504.24	\$ 48,103.73	\$ 139,776.87	\$ 103,672.42	36,104.45

OLD BUSINESS

A. PUBLIC HEARING: PROPOSED FY 2021 BUDGET:

- Under K.S.A. 79-2929, a Public Hearing must be held prior to filing an Adopted Budget.
- City Council authorized publication of the Notice of Budget Hearing and notice was published July 23, 2020.

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion to:

1. Open Public Hearing

- **Receive Public Comment**

2. Close Public Hearing

OLD BUSINESS

B. 2021 BUDGET APPROVAL:

- After closing the Public Hearing, The Council shall consider any proposed amendments to the 2021 Budget.
- The Published 2021 Budget Summary proposed a maximum budget authority of \$14,393,522 and a maximum Ad Valorem Tax Levy of \$3,148,678. These amounts may be lowered, but cannot be increased without republication and conducting another public hearing.
- If/After Amendments are made with no increases to the maximum budget authority or total Ad Valorem Taxes, Council shall vote to adopt the 2021 Budget.

Total tax dollars- \$3,148,678

OLD BUSINESS
RECOMMENDED ACTION

B. 2021 BUDGET APPROVAL:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends a motion to adopt the 2021 Budget for the City of Valley Center as presented on the 2021 City of Valley Center Budget Certificate page, establishing a maximum budget authority of \$14,393,522 and total Ad Valorem Taxes not to exceed \$3,148,678.

NEW BUSINESS

A. MOBILE HOME VARIANCE REQUEST:

City Administrator Clark will present report from Community Development Director Shrack regarding a mobile home variance request from Rick Mann.

- Staff memo from Shrack
- Variance request from Rick Mann, Manager of Backroads Property Management LLC
- Photographs of mobile home



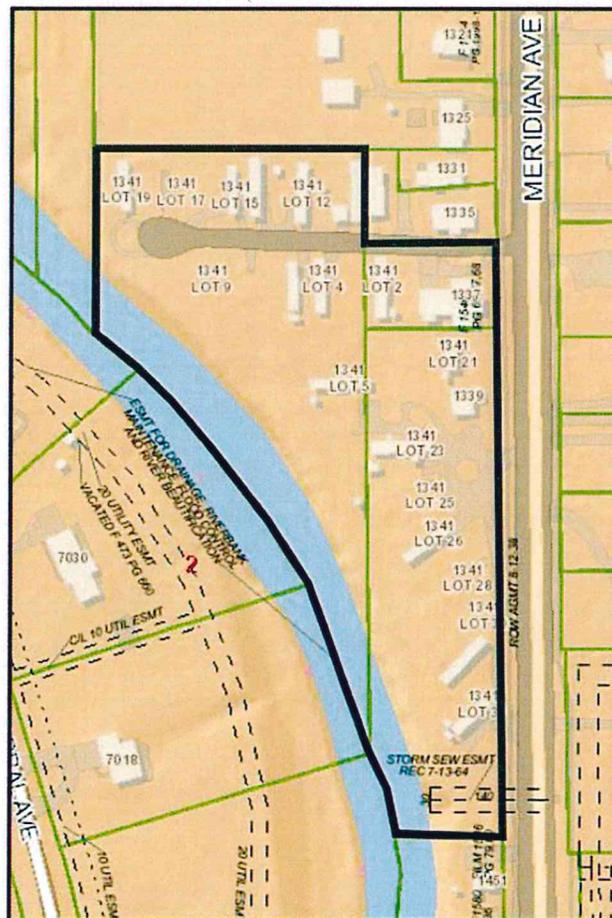
Date: July 28, 2020

Present Zoning: MH-1 (Manufactured Home Park District)

Applicant: Rick Mann

Variance Request: The applicant, Rick Mann, is requesting a variance on the allowed manufactured homes allowed on MH-1 designated property as established by the City's zoning regulations. The applicant would like to bring a manufactured home constructed in 2002 into the mobile home park located along Meridian Avenue, just north of 69th Street (see attached request letter and pictures). Per City Code 17.04.08.A.1., any manufactured or mobile homes moved onto property zoned MH-1 can be no older than fifteen (15) years old. The manufactured home the applicant would like to move into the River Valley Mobile Home Park is older than what is currently allowed by City code, which has led to this variance request before City Council.

Property Address: 1341 S. Meridian Ave., Valley Center, KS 67147 (outlined in black below)



Staff Recommendation: City staff recommends approval of this variance request based on pictures provided by the applicant and that the mobile home will be inspected, once installed, by the City's residential building inspector, Bill Andrews.

Backroads Property Management, LLC
P. O. Box 377
Rose Hill, KS 67133-0377
316-516-0283 or 316-516-2283
backroads_pm@cox.net

RE: Permission to move home to River Valley MHP

Valley Center City Council Members,

We would like to move a 2002 Schult Manufactured Home into the River Valley Mobile Home Park located at 1341 S Meridian. It is a 3BR / 2Ba home that is in excellent condition both inside and out. It has a modern peaked roof with neutral vinyl siding. We have included pictures of the home. We have two lots in the park that would accommodate this home nicely. We receive calls regularly from people who would like to live in Valley Center. We want to provide quality, affordable housing in this area.

I have a weakened immune system and am not able to attend the meeting. I am available via phone or zoom for any questions.

If you have any questions or need any additional information, please let me know.

Thank you for your help in getting this approved.

Rick Mann, Manager

Rick Mann, Manager
Backroads Property Management, LLC
316-516-0283



NEW BUSINESS
RECOMMENDED ACTION

A. MOBILE HOME VARIANCE REQUEST:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends motion of approval of variance request based on pictures provided by the applicant and that the mobile home will be inspected, once installed, by the City's residential building inspector, Bill Andrews.

NEW BUSINESS

B. SWIMMING POOL/REC CENTER UPDATE & DISCUSSION:

Clark and Owings will update City Council regarding the swimming pool/recreation center project.

No action needed

Presentation and discussion only

NEW BUSINESS

C. RESOLUTION 688-20; AUTHORIZATION OF SALE OF GENERAL OBLIGATION BONDS:

Smith will present Resolution 688-20 authorizing the offering for sale General Obligation Refunding Bonds, Series 2020-2. The sale of these General Obligation refunding bonds are for Series 2010-1, 2012-1, 2012-2 and 2013-1.

- Resolution 688-20
- B C

Gilmore & Bell, P.C.
07/27/2020

RESOLUTION NO. 688-20

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020-2, OF THE CITY OF VALLEY CENTER, KANSAS.

WHEREAS, the City of Valley Center, Kansas (the “Issuer”) has previously issued and has outstanding general obligation bonds; and

WHEREAS, due to the current interest rate environment, the Issuer has the opportunity to issue its general obligation refunding bonds in order to achieve an interest cost savings on all or a portion of the debt represented by such general obligation bonds described as follows (collectively the “Refunded Bonds”):

<u>Description</u>	<u>Series</u>	<u>Dated Date</u>	<u>Years</u>	<u>Amount</u>
G.O. Refunding and Improvement Bonds	2010-1	June 15, 2010	2021 to 2025	\$ 190,000
G.O. Refunding and Improvement Bonds	2012-1	May 1, 2012	2021 to 2027	1,650,000
G.O. Bonds	2012-2	May 1, 2012	2022 to 2027	1,130,000
G.O. Refunding and Improvement Bonds	2013-1	March 1, 2013	2021 to 2033	3,755,000

WHEREAS, the City Council of the Issuer (the “Governing Body”) has selected the firm of Piper Sandler & Co., Leawood, Kansas (the “Municipal Advisor”), as financial advisor for one or more series of general obligation bonds of the Issuer to be issued in order to provide funds to refund the Refunded Bonds; and

WHEREAS, the Issuer desires to authorize the Municipal Advisor to proceed with the offering for sale of said general obligation bonds and related activities; and

WHEREAS, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to said general obligation bonds; and

WHEREAS, the Issuer desires to authorize the Municipal Advisor and Gilmore & Bell, P.C., Wichita, Kansas, the Issuer’s bond counsel (“Bond Counsel”), in conjunction with the City Administrator, Director of Finance and Clerk to proceed with the preparation and distribution of a preliminary official statement and notice of bond sale and to authorize the distribution thereof and all other preliminary action necessary to sell said general obligation bonds.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALLEY CENTER, KANSAS, AS FOLLOWS:

Section 1. There is hereby authorized to be offered for sale the Issuer’s General Obligation Refunding Bonds, Series 2020-2 (the “Bonds”) described in the Notice of Bond Sale, which is hereby approved in substantially the form presented to the Governing Body this date (the “Notice of Bond Sale”). All proposals for the purchase of the Bonds shall be delivered to the Governing Body at its meeting to be

held on the sale date referenced in the Notice of Bond Sale, at which meeting the Governing Body shall review such bids and award the sale of the Bonds or reject all proposals.

Section 2. The Mayor and City Administrator, Director of Finance and Clerk, in conjunction with the Municipal Advisor and Bond Counsel, are hereby authorized to cause to be prepared a Preliminary Official Statement relating to the Bonds (the “Preliminary Official Statement”), and such officials and other representatives of the Issuer are hereby authorized to use such document in connection with the sale of the Bonds.

Section 3. For the purpose of enabling the purchaser of the Bonds (the “Purchaser”) to comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”), the Mayor and Clerk are hereby authorized: (a) to approve the form of the Preliminary Official Statement and to execute the “Certificate Deeming Preliminary Official Statement Final” in substantially the form attached hereto as *Exhibit A* as approval of the Preliminary Official Statement, such official’s signature thereon being conclusive evidence of such official’s and the Issuer’s approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to the Municipal Securities Rulemaking Board; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the Rule.

Section 4. The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 5. The Mayor, Clerk and the other officers and representatives of the Issuer, and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to: (a) carry out the sale of the Bonds; and (b) determine the amounts and maturities of the Refunded Bonds and to provide for notice of redemption thereof.

Section 6. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the City Council on August 4, 2020.

(SEAL)

Mayor

ATTEST:

Clerk

CITY OF VALLEY CENTER, KANSAS GENERAL OBLIGATION REFUNDING BONDS SERIES 2020-2

CALENDAR OF EVENTS

DATE	EVENT
August 4, 2020	City Council Meeting Council Reviews Refinancing Analysis Council Adopts Authorizing Resolution for Issuance of Series 2020-2 General Obligation Refunding Bonds
August 5, 2020	Distribute first draft of Preliminary Official Statement
August 6, 2020	Distribute Packet to Rating Agency
August 12, 2020	Conference Call with Rating Agency
August 13, 2020	Distribute Publication for Notice of Bond Sale in local newspaper and Kansas register
August 19, 2020	Receive Bond Rating
August 20, 2020	Publish Notice of Bond Sale to newspaper and Kansas register
August 21, 2020	Distribute the Preliminary Official Statement
August 25, 2020	Distribute first draft of Bond Resolution and Legal Documents
September 1, 2020	City Council Meeting Bond Sale (10 a.m.) Present results to the City Council City Council adopts Bond Resolution Prepare Final Debt Service Schedule
September 2 – 23, 2020	Distribute Final Official Statement Prepare Closing Memorandum, Apply for DTC Eligibility, and Submit Transcript to Attorney General.
September 24, 2020	Closing of Bond Issue
December 1, 2020	Redeem Outstanding Bonds
Thereafter	Attend to any post-closing matters.

NEW BUSINESS
RECOMMENDED ACTION

C. RESOLUTION 688-20; AUTHORIZATION OF SALE OF GENERAL OBLIGATION BONDS:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion to approve Resolution 688-20 authorizing the offering for sale of General Obligation Refunding Bonds, Series 2020-2, of the City of Valley Center, Kansas.

NEW BUSINESS

D. AGREEMENT WITH SEDGWICK COUNTY-RSVP PROGRAM:

Smith will present agreement between Sedgwick County Department on Aging and the City of Valley Center for coordinated transportation services by RSVP program volunteers.

- Volunteer Transportation Services Agreement

VOLUNTEER TRANSPORTATION SERVICES AGREEMENT

by and between:

SEDGWICK COUNTY, KANSAS

And

CITY OF VALLEY CENTER, KANSAS

This Agreement made and entered into this ____ day of _____, 2020, by and between Sedgwick County, Kansas ("County") and the City of Valley Center, Kansas ("Contractor").

WITNESSETH:

WHEREAS, County, by and through its Department on Aging, desires to make available coordination of volunteer transportation services to those residents of Sedgwick County; and

WHEREAS, Contractor warrants that it is fully capable of providing said coordination of volunteer transportation services; and

WHEREAS, County desires to engage Contractor to provide said coordination of volunteer transportation services; and

WHEREAS, County and Contractor desire to state the terms and conditions under which Contractor will provide said services.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1. Purpose and Scope of Work. It is mutually agreed by and between County and Contractor that it is the purpose of this Contract that Contractor provide a program of volunteer transportation services provided by the RSVP Volunteer Program drivers with rides to be coordinated by the Contractor. Contractor understands and agrees that it will be responsible for coordinating needed transportation services that will then be carried out by the County's RSVP volunteers. The parties agree that time is of the essence in Contractor's performance of this Agreement.

2. Term. This Agreement shall be for one (1) year, with the option to renew for two (2) additional one (1) year terms. The initial term will begin July 1, 2020, and end June 30, 2021. Notwithstanding the foregoing, this Agreement may continue on a month-to-month basis for a reasonable time after June 30, 2023, if: (a) both parties agree to continue operating under the terms and provisions of this Agreement while actively negotiating an agreement for FY 2024 and (b) funds are available for the 2024 program year.

3. Prohibition on Rides Provided. County will not authorize compensation to Contractor for coordinated rides for RSVP volunteer's relatives being transported in the same

vehicle. For purposes of this Agreement, the term "relative" includes spouses/partners, siblings, brothers or sisters-in-law, children or stepchildren, grandchildren, great-grandchildren, and any individual, related or not, residing at the same address of the RSVP volunteer. No trip will be compensated if the trip goes beyond the following counties: Butler, Cowley, Harper, Harvey, Kingman, and Reno.

4. Incorporation of Documents. Appendix A (Sedgwick County Mandatory Contractual Provisions Attachment) and Appendix B (Sedgwick County Mandatory Independent Contractor Attachment) are attached hereto and made a part hereof as if fully set forth herein.

General Terms and Conditions

5. Contractual Relationship. The parties acknowledge that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor as described in Appendix B (Sedgwick County Mandatory Independent contractor Attachment), which is attached hereto and made a part hereof as if fully set forth herein.

6. Authority to Contract. Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

7. Compensation. Contractor understands and agrees that any and all compensation provided under this Agreement is on a fee-for-service basis, which is seven dollars (\$7.00) per coordinated ride. For purposes of this Agreement, the term "coordinated ride" means a single one-way ride for one single rider or for multiple riders who have the same origin or destination. These fees include all of Contractor's time, labor and equipment, travel, and all other expenses associated with the provision of goods, equipment and/or services, and shall be the sole compensation rendered to Contractor hereunder. Under no circumstances shall the compensation paid under this Agreement exceed TWO THOUSAND NINE HUNDRED SEVENTY-FIVE DOLLARS (\$2,975.00) or 425 coordinated rides.

8. Invoicing and Billing. Contractor shall submit Monthly Transportation Logs in an excel format to the County's RSVP Volunteer Program Coordinator no later than the fifth day of each month.

All fields should be completed:

- a. Date of trip(s) coordinated
- b. Volunteer driver assigned
- c. Name of passenger(s)
- d. Trip Purpose
- e. Origin and destination addresses
- f. Miles driven with passenger(s) (not from start and end of volunteer home, apt., etc.) per trip
- g. Amount of time driven (in hours and minutes) with passenger(s) (not to include

non-
road time with passenger(s)

Properly submitted invoices will be paid within thirty (30) calendar days of receipt by County.

Contractor understands and acknowledges that invoices for rides coordinated in the last month of this Agreement must not carry over into the new funding year (beginning July 1, 2021). Accordingly, all statements for services rendered under this Agreement must be submitted to the County no later than five days after the end of the term.

9. Warranties and Representation. Goods or equipment delivered and/ or services rendered hereunder must be made according to the terms of this Agreement both as to time and quantities, with County reserving the right to cancel, reject or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. In the event no quality is specified on the face hereof, the goods or equipment delivered and/ or services rendered hereunder must be of the best quality. If delivery of goods or equipment and/or rendering of services cannot be maintained, Contractor must notify County immediately. Upon Contractor's failure to maintain delivery or otherwise perform hereunder, County reserves the right to procure such goods or equipment and/ or services elsewhere, in whole or in part, and assess Contractor with any additional costs incurred, unless Contractor's default arises from causes beyond its control and without fault or negligence. This remedy is in addition to any other remedy which County may have pursuant to this Agreement or otherwise and/ or any warranty that may be implied or imposed by operation of law.

10. Notification. Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Sedgwick County Department on
Aging Attn: Contract Notification
271 W. 3rd Street N., Suite 500
Wichita, Kansas 67202

and

Sedgwick County Counselor's
Office Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, Kansas 67203-3790

Contractor: City of Valley Center, Kansas
Attn: Mayor Louis Cicirello
121 S. Meridian
Valley Center, Ks 67147

11. Termination.

A. Termination for Cause. In the event of any breach of the terms or conditions of

this Agreement by Contractor, or in the event of any proceedings by or against Contractor in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, County may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to Contractor on account thereof, by written notice, terminate immediately all or any part of this Agreement, procure the goods, equipment and/or services provided for herein elsewhere, on such terms and under such conditions as are reasonable in the sole discretion of County, and Contractor shall be liable to pay to County any excess cost or other damages caused by Contractor as a result thereof.

B. Termination for Convenience. County shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon thirty (30) days' written notice. Upon receipt of such termination notice, Contractor shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible. In such event, County's maximum liability shall be limited to payment for goods or equipment delivered and accepted and/ or services rendered.

C. Reduction in Funds. It is understood that funding may cease or be reduced at any time. In the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this Agreement upon thirty (30) days' written notice.

12. Hold Harmless. Contractor shall indemnify County, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of Contractor's negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement. This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements.

13. Entire Agreement. This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

14. Assignment. Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

15. Amendments. Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

16. Subcontracting. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of County. In the event subcontracting is approved by County, Contractor shall remain totally responsible for all actions and work performed by its subcontractors. All approved subcontracts must conform to applicable requirements set forth in this Agreement and in its appendices, exhibits and amendments, if any.

17. Severability Clause. In the event that any provision of this Agreement is held to be

unenforceable, the remaining provisions shall continue in full force and effect.

18. Waiver. Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.

19. Force Majeure. Contractor shall not be held liable if the failure to perform under this Agreement arises out of causes beyond the control of Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

20. Order of Preference. Any conflict to the provisions of this Agreement and the documents incorporated by reference shall be determined by the following priority order:

- a. Sedgwick County Mandatory Contractual Provisions Attachment (Appendix A)
- b. Sedgwick County Mandatory Independent Contractor Provisions Attachment (Appendix B)
- c. Written modifications and addenda to the executed Agreement
- d. This Agreement document

21. Environmental Protection. Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

22. Nondiscrimination and Workplace Safety. Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

23. Retention of Records. Unless otherwise specified in this Agreement, Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement. Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

24. Ownership of Data. All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by Contractor in relation to this Agreement shall be owned by County and shall be handed over and/or returned to County upon the expiration or termination of this Agreement. Contractor shall not release any such materials without written approval of the County.

25. Intellectual Property Rights. As applicable, all original software, software code, and/or intellectual property developed or created by County in relation to this Agreement shall remain the sole property of the County. Contractor shall surrender all original written materials, including, but not limited to any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, and any and all intellectual property to County upon the expiration or termination of this Agreement.

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

SEDGWICK COUNTY, KANSAS

CITY OF VALLEY CENTER, KANSAS

Thomas J. Stolz, County Manager

Mayor Louis Cicirello
121 S. Meridian
Valley Center, Ks 67147

APPROVED AS TO FORM ONLY:

ATTESTED TO:

Karen L. Powell
Deputy County Counselor

Kelly B. Arnold
County Clerk

APPENDIX A
SEDGWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement in which this attachment is incorporated.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the County's Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.
4. **Disclaimer of Liability:** County shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the Contractor a certificate of tax exemption.

County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. **Insurance:** County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect

against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.

10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.
12. **Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for

breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.

15. **HIPAA Compliance.** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended (“HIPAA”); privacy and security regulations promulgated by the United States Department of Health and Human Services (“DHHS”); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended (“HITECH Act”); the Genetic Information Nondiscrimination Act of 2008 (“GINA”); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as “HIPAA”), to the extent that the Contractor uses, discloses or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.
16. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
17. **Tax Set-Off.** If, at any time prior to or during the term of any executed agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the agreement, County will offset said delinquent taxes by the amount of the payment due under the agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.
18. **Inapplicability to Municipal Contractors.** The following provisions found in this Sedgwick County Mandatory Contractual Provisions Attachment shall be inapplicable if the contractor is a Kansas county, incorporated city, township, or improvement district: 8, 10, 17.
19. **Safety Recall Notices.** Throughout the term of the Agreement and at all times thereafter, Contractor must immediately notify County of any and all safety recall notices of products, goods and services Contractor has provided to County. In addition, Contractor shall remedy the recalled defect(s), at no cost to County, by: (1) providing products, goods or services reasonably equal to or better than the quality of the products, goods or services without accounting for the recalled defect(s); or (2) providing compensation to County in an amount not less than the original cost of the products, goods or services less a reasonable amount for depreciation. This Section 19 survives expiration or termination of the Agreement.

APPENDIX B
SEDGWICK COUNTY MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by County.
2. The parties agree that as an independent contractor, Contractor is not entitled to the following benefits from County: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than County. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against County's workers' compensation insurance and/or health insurance and further agrees to indemnify County for any such claims related to Contractor's operations or the performance of services by Contractor hereunder
3. The parties hereby acknowledge and agree that County will not: (a) require Contractor to work exclusively for County; (b) establish a quality standard for Contractor, except that County may provide plans and specifications regarding the work but will not oversee the actual work or instruct Contractor as to how the work is to be performed; (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide more than minimal training for Contractor; (e) provide tools or benefits to Contractor (materials and equipment may be supplied, however); (f) dictate the time of Contractor's performance; (g) pay Contractor personally when possible; instead, County will make all checks payable to the trade or business name under which Contractor does business; and (h) combine its business operations in any way with Contractor's business, but will instead maintain such operations as separate and distinct.
4. Contractor does not have the authority to act for County, to bind County in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of County.
5. Unless given express written consent by County, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and, if Contractor is given written permission to have other parties on site and the Contractor provides the appropriate coverage, the Contractor agrees to retain control over any persons employed by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. County will not provide training or instruction to Contractor regarding the performance of services hereunder.
9. Contractor will not receive benefits of any type from County.
10. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for County.
11. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
12. No workers' compensation insurance shall be obtained by County covering Contractor. Contractor shall comply with the workers' compensation laws pertaining to Contractor.
13. Contractor will not combine its business operations in any way with County's business operations and each party shall maintain their operations as separate and distinct.

NEW BUSINESS
RECOMMENDED ACTION

D. AGREEMENT WITH SEDGWICK COUNTY-RSVP PROGRAM:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends motion to approve agreement between Sedgwick County Department on Aging and City of Valley Center and authorize Mayor to sign.

NEW BUSINESS

E. APPROVAL OF COMMUNITY BUILDING WINDOW TINTING:

Owings will present proposal to install window tinting film at the Community Building/Library. The library will share the cost of the project 50/50.

- Staff Memo-Neal Owings
- Cost Estimate from Kansas Window Tinting
- Warranty information
- photos



August 4, 2020

To: Mayor Cicirello & Members of Council

From: Neal Owings, Director of Park & Public Buildings

Subject: Install Window Tinting Film – Community Center/Library

RECOMMENDATION

City staff is recommending authorization of funds in the amount of \$10,845.29 to contract with Kansas Window Tinting to install 3M Prestige Exterior 20 window tinting film at the Community Center/Library Building.

BACKGROUND

The windows on the southern exposure of the Community Center and Library experience significant heat loading, specifically in the Meadowlark and Children's area of the Library. Even with the current double pane tinted windows, heat radiates through the windows making it expensive to cool. Installing the recommended window film will reduce total solar energy by approximately 84% and infrared solar heat (heat felt) by approximately 61%, having a direct impact on comfort in those areas of the building. We also expect to see reduced runtime of HVAC equipment and lower electricity costs. Over time the installation of this product will pay for itself.

FINANCIAL CONSIDERATION

- Warranty – The 3M Prestige Exterior PR20 window film carries a 10 year product warranty and a 1 year warranty on labor.
- Cost Comparison – We also considered products from Schammerhorn and Advanced Solutions Window Tinting and found product and pricing to vary considerably and felt like the recommended 3M PR20 window film would give the best cost saving and efficiency for reducing solar heat in the building.
- Cost Sharing - Cost will be shared 50/50 between the Library and City. The city's share will come from the Parks & Public Buildings operating budget.
- Timing – the product must be installed during warm temperatures and could begin very soon upon approval.
- Savings - Saving on HVAC equipment run-time and electrical cost would begin as soon as installation is complete.

ATTACHMENTS

- Proposal from Kansas Window Tinting and Sample Warranty from 3M
- Comparison photos of product installed in the Meadowlark Room – Community Center

Kansas Window Tinting
3734 N. Mascot
Wichita, KS 67204
+1 3167551234
www.kansaswindowtinting.com



ADDRESS

Valley Center Community Center
and Library
545 W. Clay
Valley Center, Kansas 67147

Estimate 1220

DATE 07/28/2020

DESCRIPTION

AMOUNT

Install 3M Prestige 20 exterior on 20 panes.
South library & Meadowlark

10,845.29

Estimate Valid for 30 days

TOTAL

\$10,845.29

Accepted By

Accepted Date

3M Window Film Warranty

Sun Control Window Film - Prestige Exterior Series

Warranty ID#

US Commercial & Residential Limited 10 Year Product Warranty

Product Warranty, Limited Remedy and Disclaimer:

3M Company and 3M Authorized Window Film Dealer (collectively referred to as "seller") warrant for Ten (10) Years (Seven (7) Years for sloped glazing) from installation, and provided that the product is maintained in accordance with the Window Care Instructions below, that the 3M Prestige Exterior Series Window Film will:

- Maintain solar reflective properties without cracking, crazing, or peeling
- Maintain adhesion properties without blistering, bubbling, or delaminating from the glass

If the 3M Product does not conform to this warranty, the sole and exclusive remedy is

- Replacement of the quantity of film proved to be defective; and
- For up to one (1) year of the date of installation, providing removal and reapplication labor of like quality Product free of charge.

Note: After one (1) year, Seller's obligation is limited to furnishing replacement film. Seller will not be liable for installation costs of replacement film for any claim filed later than one (1) year after installation.

This warranty is only to the original purchaser of the Product(s) from Seller, is not transferable and is further subject to the terms and conditions set forth below. 3M MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY OR CONDITION ARISING OUT OF A COURSE OF DEALING, CUSTOM OR USAGE OF TRADE. Except where prohibited by law, 3M will not be liable for any loss or damage arising from the 3M product, whether direct, indirect, special, incidental or consequential, regardless of the legal theory asserted, including warranty, contract, negligence or strict liability.

This Product Warranty applies only when Product is maintained in accordance with Window Care Instructions, when the Product is properly installed. This Product Warranty does not cover misuse, abuse or acts of God. This Product Warranty covers U.S. installations only.

Claims Process:

To obtain warranty service, please contact your 3M Authorized Dealer as listed on the next page. If you have additional questions, you can also contact 3M at 1-866-499-8857.

Important Notice: Window Care Instructions

3M Sun Control Window Film may be washed with common washing solutions, including ammonia-based products, thirty (30) days after installation. Abrasive type cleaning agents and bristle brushes which would scratch the film must not be used. Synthetic sponges, squeegees, or soft cloths are recommended to be used with the cleaning solution. To maintain your warranty, do not use tape or other adhesive products on the film.

Important Notice: Temporary Appearance

After installation, there may be a hazy appearance on your windows. This condition is temporary and is caused by the moisture that is present when applying the film. This hazy appearance will disappear after the film dries, which may take up to thirty (30) days for the film to dry completely. Cold weather conditions may require additional time.

3M Window Film Warranty

3M Commercial & Residential 10-Year Limited Product Warranty

Warranty ID#

Home/Building Owner Name:

Address:

City:

State:

Postal Code:

Phone:

Date of Installation:

Installed By:

3M Window Film Dealer/Installer:

Address:

City:

State:

Postal Code:

Phone:

Product Number:

Run Number:

Sq. Ft. of Glass Covered:

Additional Comments:

SAMPLE





NEW BUSINESS
RECOMMENDED ACTION

E. APPROVAL OF COMMUNITY BUILDING WINDOW TINTING:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends motion of approval of window tinting project at Community Building in an amount not to exceed \$10,849.29 with 50/50 cost share from Library.

NEW BUSINESS

F. ORDINANCE 1347-20; AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN (FUTURE LAND USE MAP):

City Administrator Clark will present Ordinance 1347-20, which amends the Future Land Use Map in the City's current Comprehensive Plan. Per state law, this amendment had to receive prior approval by the Planning and Zoning Board and receive a public hearing, both of which were conducted on July 28, 2020.

- Planning and Zoning Hearing Summary and Resolution
- New Future Land Use Map – July 2020
- Ordinance 1347-250

VALLEY CENTER COMPREHENSIVE PLAN AMENDMENT ADOPTION RESOLUTION

WHEREAS, pursuant to authority granted by statutes of the State of Kansas, the Valley Center Planning and Zoning Board was created by the City Council of the City of Valley Center, Kansas and given authority to adopt and amend a comprehensive plan for all of the City plus certain surrounding area in Park Township, Kechi Township, Grant Township, and Valley Center Township in Sedgwick County, Kansas; and

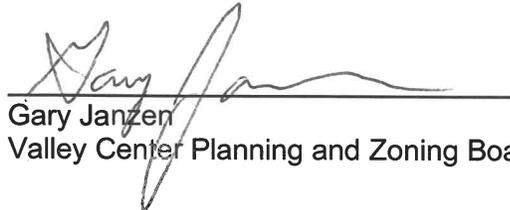
WHEREAS, pursuant to provisions of K.S.A. 12-747(a), the Planning and Zoning Board did give notice by publication in the official city newspaper on July 2, 2020 of a public hearing on said Plan amendment to be held on July 28, 2020; and

WHEREAS, the Planning and Zoning Board at said hearing did hear all comments and remarks relating to said Plan amendment and did give consideration to all statements;

NOW, THEREFORE, BE IT RESOLVED by a majority of the members of the Valley Center Planning and Zoning Board that the *Comprehensive Development Plan for the Valley Center, Kansas Area: 2014-2023*, dated June 24, 2014, be hereby amended in the form of adopting a new Future Land Use Map; and

BE IT FURTHER RESOLVED, that in compliance with K.S.A. 12-747(b), the action of the Planning and Zoning Board be provided to the Valley Center City Council in the form of a certified copy of said Plan amendment with this accompanying Resolution and a written summary of the public hearing and, furthermore, to recommend they approve the Plan by publication of an Ordinance as required by K.S.A. 12-747(b).

APPROVED by at least a majority of the Valley Center Planning and Zoning Board members at Valley Center, Kansas, this 28th day of July, 2020.



Gary Janzen
Valley Center Planning and Zoning Board Chairperson

ATTEST:



Ryan W. Shrack
Valley Center Planning and Zoning Board Recording Secretary

Written Summary of Planning and Zoning Board Public Hearing

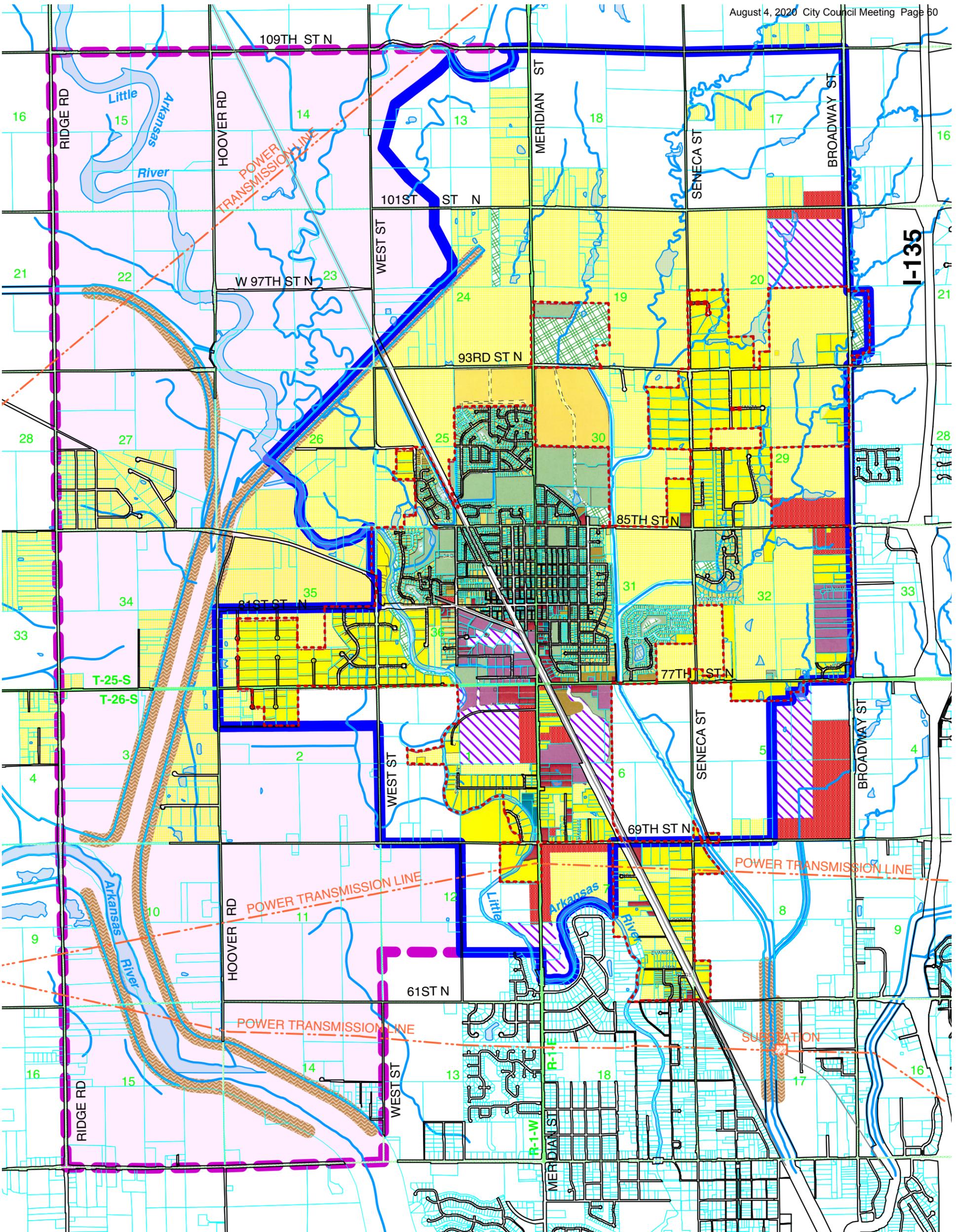
The Valley Center Planning and Zoning Board met, via Zoom, on Tuesday, July 28, 2020 to review and approve an amendment to the current Comprehensive Plan. This public hearing was advertised in the official newspaper of record on July 2, 2020. The public hearing for this item opened at 7:39 PM. No comments were received from the general public and the public hearing was closed at 7:40 PM. A brief discussion was held amongst the board members and Community Development Director Shrack regarding the benefits of amending the City's current urban area of influence and updated the Future Land Use Map. Chairperson Janzen made a motion to approve the new Future Land Use Map and send the map and resolution for final approval by City Council, which was seconded by Board Member Boyd. The vote was unanimous in the affirmative.

Respectfully,



Ryan W. Shrack

Valley Center Planning and Zoning Board Recording Secretary



CITY OF VALLEY CENTER

Future Land Use Map with 2020 Proposed Additional Area of Influence

Adopted by Planning and Zoning Board:
_____, 20__.

Approved by City Council:
_____, 20__.



north

July 24, 2020
scale: 1"=3000'

Future Land Use / UAI Map — 2020 Update —

Valley Center City Limits		Agricultural and Vacant – Rural	
Valley Center Area of Influence (current)		Agricultural and Vacant – Urban	
Valley Center Area of Influence (proposed additional)		Single-Family Residential	
		Multiple-Family Residential	
		Mobile Home Park	
		Public & Semi-Public	
		Commercial	
		Industrial	

ORDINANCE NO. 1347-20

**AN ORDINANCE APPROVING AN AMENDMENT TO THE
COMPREHENSIVE DEVELOPMENT PLAN
FOR THE CITY OF VALLEY CENTER, KANSAS AREA: 2014-2023.**

WHEREAS, pursuant to K.S.A. 12-747, et seq., the Valley Center Planning and Zoning Board is authorized to make and amend a Comprehensive Plan for the Valley Center Planning Area; and

WHEREAS, pursuant to provisions of K.S.A. 12-747, the Planning and Zoning Board did give published notice on July 2, 2020 and held a public hearing on July 28, 2020 to consider the adoption of an amendment to the Comprehensive Development Plan for the Valley Center, Kansas Area: 2014-2023; and

WHEREAS, on July 28, 2020, the Planning and Zoning Board approved a resolution adopting an amendment to the Comprehensive Development Plan for the Valley Center, Kansas Area: 2014-2023, and said resolution and a certified copy of the amended Future Land Use Map has been submitted to the governing body of the City for consideration.

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

Section 1. Plan Amendment Approval. The amended Future Land Use Map contained in the Comprehensive Development Plan for the Valley Center, Kansas Area: 2014-2023, dated June 24, 2014 as adopted by resolution by the Valley Center Planning and Zoning Board which is certified and on file in the City Clerk's office, is hereby approved as part of the official Comprehensive Plan for the City of Valley Center, Kansas.

Section 2. Effective Date. This Ordinance shall be effective upon its passage and publication once in the official city newspaper.

PASSED AND APPROVED by the Governing Body of the City of Valley Center, Kansas on the 18th day of August, 2020.

First Reading: August 4, 2020
Second Reading: August 18, 2020

(SEAL)

/s/ _____
Louis Cicirello, Mayor

ATTEST:

/s/ _____
Kristi Carrithers, City Clerk

NEW BUSINESS
RECOMMENDED ACTION

F. ORDINANCE 1347-20; AMENDMENT TO THE CITY'S
COMPREHENSIVE PLAN (FUTURE LAND USE MAP):

Should Council choose to proceed

RECOMMENDED ACTION

Based on approval by the Planning and Zoning Board, staff recommend motion of approval of the amended Future Land Use Map and the associated Ordinance 1347-20 for 1st reading.

NEW BUSINESS

G. ORDINANCE 1348-20: AMENDMENT TO COURT COSTS:

Smith will present for 1st reading, Ordinance 1348-20 to amend Section 2.24.270 regarding court costs.

- Staff memo- Barry Smith
- Ordinance 1348-20



July 30, 2020

To: Mayor Cicirello & Members of Council

From: Barry Smith, Assistant City Administrator

Subject: Reallocation of Court Costs

RECOMMENDATION

City staff is recommending to approve Ordinance 1348-20 amending court costs to allow partial reallocation of court costs, a listing of all miscellaneous fees assessed by the Valley Center Municipal Court, and the addition of an expungement fee of \$50 which has been recommended by Judge Larry Linn. Ordinance 1348-20 has been reviewed by City Attorney Barry Arbuckle.

BACKGROUND

During the budgeting process for FY21, it was noted that public safety radios and the SCBA's for the Fire Department are reaching their end of useful life. City staff began looking at options of how to alleviate these major one-time expenses by identifying specific funding sources and reallocating a portion of those funds to the Emergency Equipment Fund to lessen the financial strain these types of major equipment purchases place on the City's finances.

City staff identified current funding streams related to public safety and sought ways to modify those funding streams to be reallocated to public safety for future equipment and technology purchases. Court costs were identified as the most viable option for this. A brief history of court costs is provided below.

The Valley Center Municipal Court has been assessing court costs to defendants since 1981:

- Charter Ordinance 11-81: Established Court Costs. Court costs set at \$5.00 and \$10.00 for any case docketed for trial and found guilty.
- Charter Ordinance 14-89: Court costs increased to \$15.00 and \$30.00 for any case docketed for trial and found guilty.
- Charter Ordinance 15-94: Courts costs increased to \$25.00 and \$40.00 for any case docketed for trial and found guilty. Court costs include all fees imposed by Kansas statutes.
- Charter Ordinance 16-99: Court costs increased to \$30.00 and \$45.00 for any case docketed for trial and found guilty. Court costs include all fees imposed by Kansas statutes.
- Charter Ordinance 18-02: Repealed Charter Ordinances 15 & 16
- Ordinance 1033-02: Established court costs at \$35.00 and \$50.00 for cases docketed for trial and found guilty – Established warrant fee of \$50.00

- Ordinance 1227-11: Increased court costs to \$75.00 for any case, in addition to any fines, penalties or other orders of the Valley Center Municipal Court. Does not mention fees imposed by Kansas statute.
- Ordinance 1276-14: Kept court costs at \$75.00. Added the assessment of jail fees equal to the cost that the City incurs. In addition thereto, the Judge of the Municipal Court shall assess all State imposed fees as required by statute.

Ordinance 1348-20 keeps the court costs the same and adds explanation of how the court costs will be allocated. The allocations will allow a dedicated revenue stream for training and additional revenue for public safety equipment. The partial reallocation of funds will assist the City in the future regarding public safety equipment and technology purchases. The amended ordinance also outlines additional fees which are applied when applicable making the ordinance clearer and more transparent.

FINANCIAL CONSIDERATION

Increase in revenue for the Emergency Equipment Fund
Impact on General Fund: net effect of zero dollars.

Explanation of zero net effect: While researching the history of court costs and the amounts collected, some inconsistencies were noted in the collection of these costs. As noted in the court costs history, from 1994-2011 the fees imposed by statute were included in the overall court cost.

From 2011-2014 the ordinance does not specifically state the fees imposed by statute are included in the overall court cost but after analysis of payments from that period, the state imposed fees by statute were included in the overall court cost total.

In 2014 the ordinance specifically states the fees imposed by statute are in addition to the court costs, but, the City's financial accounting system was not updated, thus keeping the court costs charged at \$55.00 plus the state fees of \$20.00. In 2016 the state imposed fees increased to \$23.50 which brings the current charged total to \$78.50

Moving forward, the overall court costs and state imposed fees by statute will be assessed correctly totaling \$98.50 -- \$75.00 for court costs and \$23.50 for state imposed fees by statute. The net effect on the General Fund is zero because the \$55.00 amount currently charged will remain in the General Fund.

Respectfully submitted,



Barry Smith, Assistant City Administrator for Finance and Administration

ORDINANCE NO. 1348-20

AN ORDINANCE OF THE CITY OF VALLEY CENTER, KANSAS PROVIDING FOR REVISED COURT COSTS ASSESSED BY THE MUNICIPAL COURT OF THE CITY OF VALLEY CENTER AMENDING TITLE 2 OF THE VALLEY CENTER, KANSAS, MUNICIPAL CODE BY AMENDING CHAPTER 2.24 “MUNICIPAL COURT”

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

Section 1. The Valley Center Municipal Code, Title 2, “Administration and Personnel,” Chapter 2.24, “Municipal Court,” Section 2.24.270, “Costs-Designated,” is hereby amended to read as follows:

2.24.270 Costs-Designated

(a) There shall be charged as costs in all cases commenced in the Municipal Court of the City of Valley Center, Kansas, upon uniform notice to appear and recognizance for appearance, or the filing of complaint and issuance of warrant or notice to appear, charging violations of the ordinances of the City of Valley Center, the sum of seventy-five dollars (\$75.00). Such court costs shall be entered on the Court docket and assessed by the Municipal Court Judge of the City in all cases after entry of a plea of guilty, a plea of nolo contendere, or upon conviction after formal trial. Said costs shall be assessed and be in addition to any fines, fees, penalties or other orders of the Valley Center Municipal Court. The Municipal Court Judge shall assess the jail costs the City incurs for each day or portion of a day the convicted person serves in jail at the rate the City is charged for the jail time by Sedgwick County. In addition thereto, the Judge of the Municipal Court shall assess all State imposed fees as required by statute.

(b) The seventy-five dollar (\$75.00) court cost shall be distributed as follows:

- \$55.00 to the General Fund
- \$5.00 to the Public Safety Training Fund
- \$15.00 to the Emergency Equipment Fund

(c) In addition to other costs provided for in this section, the following miscellaneous fees and credits shall be assessed or applied when applicable at the rate established in the Valley Center Schedule of License, Permits, and Fees:

- | | |
|---|----------------------------------|
| • Diversion Fee | • Fingerprinting Fee |
| • Expungement Fee | • UA Fee |
| • Warrant Fee | • Pre-sentence Investigation Fee |
| • Community Corrections Supervision Fee | • Fingerprint Fee |
| • Insufficient Funds Fee | • Records Request Fee |
| • Public Defender Fee | • Community Service Credit |

Section 2. Severability. Those sections, paragraphs, and provisions of Chapter 2.24 of the City of Valley Center Municipal Code which are not expressly amended or repealed by this Ordinance are hereby reenacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portions of the City of Valley Center Municipal Code other than those expressly amended or repealed in Section 1 of this Ordinance.

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

Section 3. Applicability and Effective Date This ordinance shall be included in the code of the City of Valley Center, Kansas and shall be in full force and effect from and after its passage and after publication according to law.

PASSED AND APPROVED by the Governing Body of the City of Valley Center, Kansas, this 18th day of August 2020.

First Reading: August 4, 2020

Second Reading: August 18, 2020

{SEAL}

Louis Cicirello, Mayor

ATTEST:

Kristi Carrithers, City Clerk

NEW BUSINESS
RECOMMENDED ACTION

G. ORDINANCE 1348-20: AMENDMENT TO COURT COSTS:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion to approve Ordinance 1348-20, amending section 2.24.270 amending court costs for 1st reading.

CONSENT AGENDA

A. APPROPRIATION ORDINANCE – AUGUST 4, 2020

RECOMMENDED ACTION:

Staff recommends motion to approve the Consent Agenda as presented.

7/29/2020 2:38 PM
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0118	JAVON BAKER							
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TOTAL ERRORS: 0

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0025 I-202007145629	MIKE JOHNSON SALES, INC. MIKE JOHNSON SALES, INC.	R	7/17/2020	40.00		051812		40.00
0092 I-202007145643	TYLER TECHNOLOGIES INC TYLER TECHNOLOGIES INC	R	7/17/2020	2,205.00		051813		2,205.00
0113 I-202007145625	VALLEY OFFSET PRINTING, INC. VALLEY OFFSET PRINTING, INC.	R	7/17/2020	112.00		051814		112.00
0147 I-202007145640	TRAFFIC CONTROL SERVICES, INC. TRAFFIC CONTROL SERVICES, INC.	R	7/17/2020	1,500.00		051815		1,500.00
0179 I-202007145628	INTERLINGUAL INTERPRETING SERV INTERLINGUAL INTERPRETING SERV	R	7/17/2020	112.48		051816		112.48
0183 I-202007145642	KANSAS ONE-CALL SYSTEM, INC KANSAS ONE-CALL SYSTEM, INC	R	7/17/2020	198.00		051817		198.00
0224 I-202007145623 I-202007145624	SUMNERONE, INC. SUMNERONE, INC. SUMNERONE, INC.	R R	7/17/2020 7/17/2020	84.37 39.59		051818 051818		123.96
0299 I-202007145627	PITNEY BOWES INC PITNEY BOWES INC	R	7/17/2020	144.57		051819		144.57
0708 I-202007155652	UNIFIRST UNIFIRST	R	7/17/2020	16.06		051820		16.06
0796 I-202007145626	BARDAVON HEALTH INNOVATIONS BARDAVON HEALTH INNOVATIONS	R	7/17/2020	110.00		051821		110.00
0817 I-202007145648 I-202007145649	H.M.S. LLC H.M.S. LLC H.M.S. LLC	R R	7/17/2020 7/17/2020	69.99 125.96		051822 051822		195.95
0834 I-202007145641	WICHITA AREA BUILDERS ASSOCIAT WICHITA AREA BUILDERS ASSOCIAT	R	7/17/2020	700.00		051823		700.00
1004 I-202007145650	GILMORE SOLUTIONS GILMORE SOLUTIONS	R	7/17/2020	2,600.00		051824		2,600.00

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I-202007145630	FLEXIBLE BENEFIT SERVICE CORPO	R	7/17/2020	53.75		051825		
I-202007145631	FLEXIBLE BENEFIT SERVICE CORPO	R	7/17/2020	143.00		051825		196.75
0032	AFLAC							
I-AF 202007015584	SUPPLEMENTAL INSURANCE	R	7/17/2020	52.52		051826		
I-AF 202007155651	SUPPLEMENTAL INSURANCE	R	7/17/2020	52.52		051826		
I-AFC202007015584	SUPPLEMENTAL INSURANCE	R	7/17/2020	22.62		051826		
I-AFC202007155651	SUPPLEMENTAL INSURANCE	R	7/17/2020	22.62		051826		
I-AFO202007015584	SUPPLEMENTAL INSURANCE	R	7/17/2020	29.12		051826		
I-AFO202007155651	SUPPLEMENTAL INSURANCE	R	7/17/2020	29.12		051826		208.52
0445	DELTA DENTAL OF KANSAS, INC.							
I-DDS202007015584	DENTAL INSURANCE	R	7/17/2020	233.66		051827		
I-DDS202007155651	DENTAL INSURANCE	R	7/17/2020	233.50		051827		
I-DEC202007015584	DENTAL INSURANCE	R	7/17/2020	162.90		051827		
I-DEC202007155651	DENTAL INSURANCE	R	7/17/2020	162.90		051827		
I-DES202007015584	DENTAL INSURANCE	R	7/17/2020	165.25		051827		
I-DES202007155651	DENTAL INSURANCE	R	7/17/2020	165.25		051827		
I-DFM202007015584	DENTAL INSURANCE	R	7/17/2020	609.29		051827		
I-DFM202007155651	DENTAL INSURANCE	R	7/17/2020	609.29		051827		2,342.04
0566	SURENCY LIFE AND HEALTH							
I-VEC202007015584	VISION INSURANCE	R	7/17/2020	7.59		051828		
I-VEC202007155651	VISION INSURANCE	R	7/17/2020	7.59		051828		
I-VMC202007015584	VISION INSURANCE	R	7/17/2020	49.86		051828		
I-VMC202007155651	VISION INSURANCE	R	7/17/2020	49.86		051828		
I-VME202007015584	VISION INSURANCE	R	7/17/2020	55.25		051828		
I-VME202007155651	VISION INSURANCE	R	7/17/2020	55.44		051828		
I-VMF202007015584	VISION INSURANCE	R	7/17/2020	112.98		051828		
I-VMF202007155651	VISION INSURANCE	R	7/17/2020	112.98		051828		
I-VMS202007015584	VISION INSURANCE	R	7/17/2020	48.40		051828		
I-VMS202007155651	VISION INSURANCE	R	7/17/2020	48.40		051828		548.35
0270	INTRUST CARD CENTER							
I-202006185545	INTRUST CARD CENTER	R	7/24/2020	5,918.31		051829		5,918.31
0006	AT&T							
I-202007205653	AT&T	R	7/24/2020	1,416.58		051834		
I-202007205654	AT&T	R	7/24/2020	269.96		051834		
I-202007205655	AT&T	R	7/24/2020	269.96		051834		1,956.50
0113	VALLEY OFFSET PRINTING, INC.							
I-202007205661	VALLEY OFFSET PRINTING, INC.	R	7/24/2020	65.00		051835		65.00

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0224	SUMNERONE, INC.							
I-202007215670	SUMNERONE, INC.	R	7/24/2020	466.52		051837		466.52
0509	NOWAK CONSTRUCTION CO., INC.							
I-202007235682	NOWAK CONSTRUCTION CO., INC.	R	7/24/2020	267,749.39		051838		267,749.39
0656	DRAGONFLY LAWN & TREE CARE LLC							
I-202007205663	DRAGONFLY LAWN & TREE CARE LLC	R	7/24/2020	625.00		051839		625.00
0662	QUALITY TURF MANAGEMENT LLC/JO							
I-202007205666	QUALITY TURF MANAGEMENT LLC/JO	R	7/24/2020	70.00		051840		
I-202007215672	QUALITY TURF MANAGEMENT LLC/JO	R	7/24/2020	205.00		051840		275.00
0708	UNIFIRST							
I-202007215674	UNIFIRST	R	7/24/2020	70.51		051841		
I-202007215675	UNIFIRST	R	7/24/2020	70.01		051841		
I-202007225678	UNIFIRST	R	7/24/2020	16.06		051841		
I-202007225679	UNIFIRST	R	7/24/2020	16.06		051841		172.64
0768	MABCD							
I-202007215671	MABCD	R	7/24/2020	1,684.25		051842		1,684.25
0784	MERIDIAN ANALYTICAL LABS, LLC							
I-202007205659	MERIDIAN ANALYTICAL LABS, LLC	R	7/24/2020	451.00		051843		451.00
0817	H.M.S. LLC							
I-202007235684	H.M.S. LLC	R	7/24/2020	131.96		051844		131.96
0824	GALLS, LLC							
I-202007205656	GALLS, LLC	R	7/24/2020	30.00		051845		
I-202007205657	GALLS, LLC	R	7/24/2020	84.79		051845		
I-202007205658	GALLS, LLC	R	7/24/2020	41.16		051845		155.95
0895	SEW MUCH MORE							
I-202007205664	SEW MUCH MORE	R	7/24/2020	576.00		051846		576.00
0898	GREATER WICHITA YMCA							
I-202007215673	GREATER WICHITA YMCA	R	7/24/2020	265.00		051847		265.00
0916	OPTIV SECURITY INC.							
I-202007205662	OPTIV SECURITY INC.	R	7/24/2020	406.72		051848		406.72

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1075	RED MUNICIPAL & INDUSTRIAL EQU							
I-202007215677	RED MUNICIPAL & INDUSTRIAL EQU	R	7/24/2020	639.55		051849		639.55
1099	CITY WIDE OF WICHITA							
I-202007205660	CITY WIDE OF WICHITA	R	7/24/2020	264.00		051850		264.00

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EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
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		VOID CREDITS 0.00	0.00	0.00

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0101	ERIC PURK							
I-202007215668	ERIC PURK	R	7/24/2020	31.99		051851		
I-202007215669	ERIC PURK	R	7/24/2020	79.98		051851		111.97
0118	JAVON BAKER							
I-202007215667	JAVON BAKER	V	7/24/2020	225.95		051852		225.95
0118	JAVON BAKER							
M-CHECK	JAVON BAKER	VOIDED	V	7/24/2020		051852		225.95CR
0118	JAVON BAKER							
I-202007235685	JAVON BAKER	R	7/24/2020	200.00		051853		200.00

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DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 225.95CR	225.95CR	0.00

TOTAL ERRORS: 0

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7/29/2020 2:38 PM
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A/P HISTORY CHECK REPORT

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0153	MARSHA TORMEY							
I-202007215676	MARSHA TORMEY	R	7/24/2020	250.00		051830		250.00
0154	AMANDA LIEBER							
I-202007225680	AMANDA LIEBER	R	7/24/2020	200.00		051831		200.00
0155	RONALD BLACK							
I-202007225681	RONALD BLACK	R	7/24/2020	200.00		051832		200.00
0156	DENICE TILSON							
I-202007235683	DENICE TILSON	R	7/24/2020	200.00		051833		200.00

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HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	

TOTAL ERRORS: 0

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BANK: APBK TOTALS:	42	304,080.01	0.00	304,080.01
REPORT TOTALS:	42	304,080.01	0.00	304,080.01

7/29/2020 2:38 PM

A/P HISTORY CHECK REPORT

PAGE: 8

SELECTION CRITERIA

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

CHECK SELECTION

CHECK RANGE: 051811 THRU 051853
DATE RANGE: 0/00/0000 THRU 99/99/9999
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS

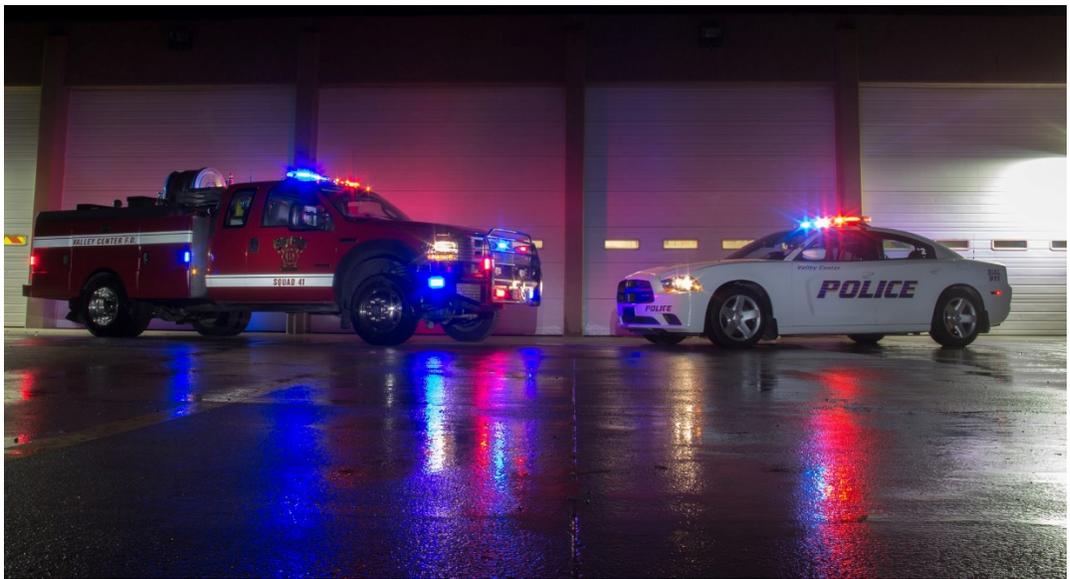
SEQUENCE: CHECK NUMBER

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

STAFF REPORTS

- A. Community Development Director Shrack**
- B. Parks & Public Buildings Director Owings**
- C. Public Safety Director Newman**
- D. Public Works Director Eggleston**
- E. City Engineer Golka**
- F. City Attorney Arbuckle**
- G. Asst. City Administrator of Finance Smith**
- H. City Administrator Clark**

PUBLIC SAFETY DEPARTMENT



7/27/2019

2nd Quarter 2020 Edition

This is the quarterly information regarding activities of the Public Safety department for April through June 2020

Public safety Department

2ND QUARTER 2020 EDITION

Administration

1. Chief Newman participated in the following:
 - Weekly Meetings with area Law Enforcement Leaders
 - Two KACP meetings with members of the US Congress
 - One Safety Committee Meetings
 - Multiple meetings with city administration
 - Attended three Vietnam Moving Wall meetings in person/two via video
 - Attended numerous video/telephone conference calls related to COVID-19 including Sedgwick Emergency Management, KDHE, Sedgwick Health Department, White House Briefing call, LKM and several more.

Patrol

1. In the 2nd quarter officers responded to 668 calls for service.
2. Officers wrote 84 citations issued that covered 148 violations.
3. The records section had 324 requests for dissemination during this quarter.
4. Officers worked twelve cases involving violations of drug laws.
5. Average Response times for emergency calls was 3.9 minutes and non-emergency calls was 4.6 minutes.

Public safety Department

Training

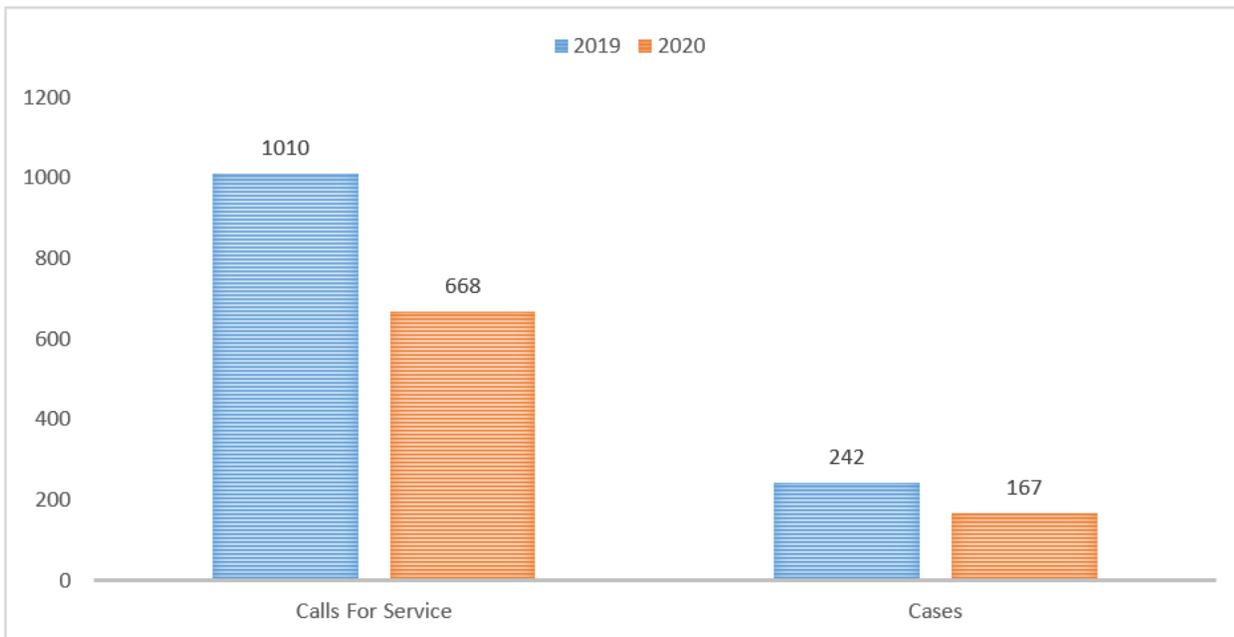
- Gordon/Tedesco: KCJIS TAC re-certification
- All Police Officers: CPOST handgun qualification
- All Police Officers: Patrol Rifle drills
- Newman: Resiliency in Public Safety
- Newman: Understanding & Intervention- Older Adults & Dementia
- All Police Supervisors: POD Essentials Training
- Newman: First Responders, stress Management & Corona Virus
- 8 Firefighters attended VFIS driver training instructed by KU Fire and Rescue Training Insitute
- 12 Firefighters attended Driver Simulator training instructed by KU
- Firefighters attended two in house training sessions that included multiple topics

Second Quarter Statistics

Valley Center Police Department

Patrol Calls For Service and Cases

2nd Quarter Statistics

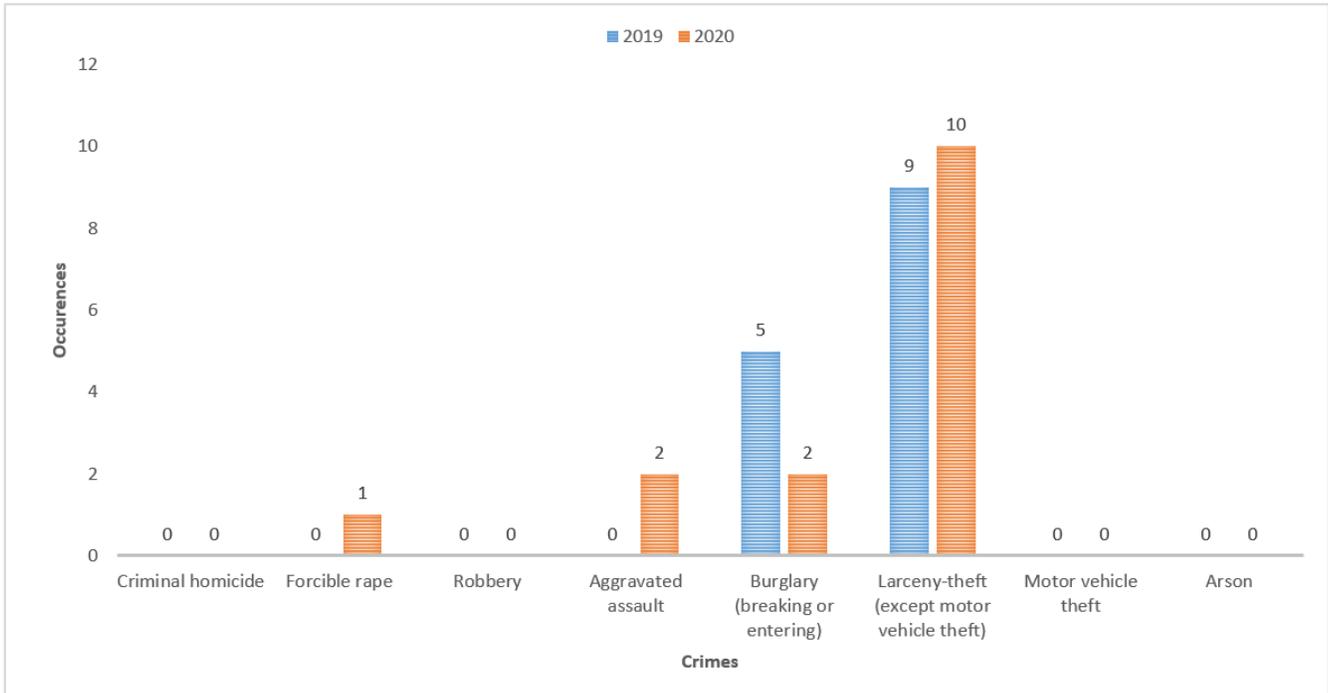


Task	Occurences	
	2019	2020
Calls For Service	1010	668
Cases	242	167

Part 1 Offenses 2nd Quarter

Valley Center Police Department

Classification of Offenses Part 1 Second Quarter



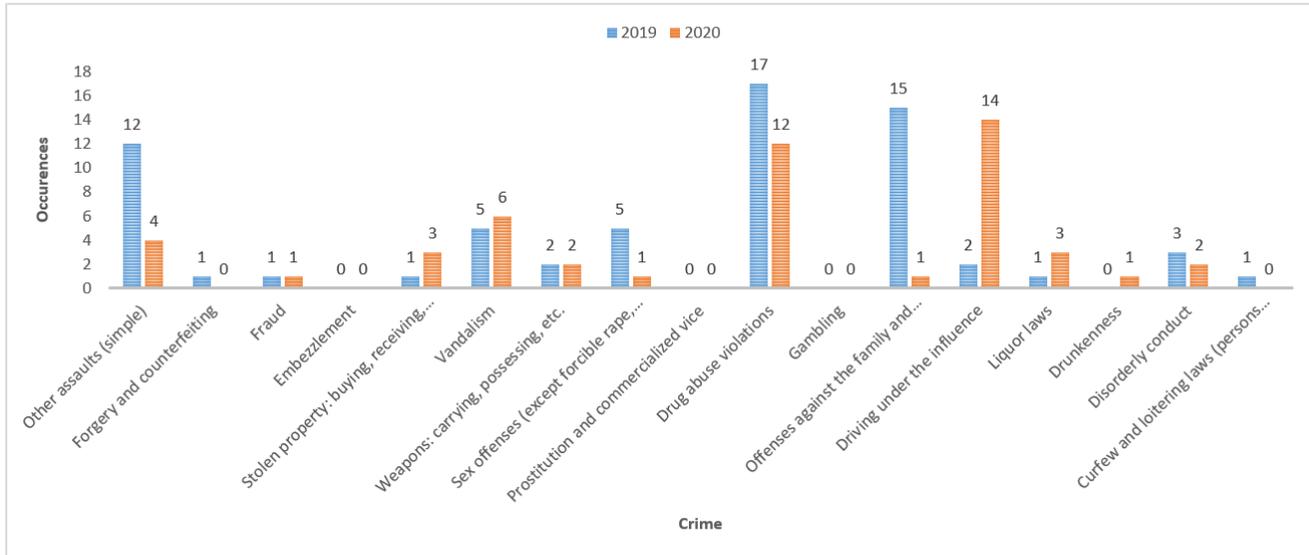
Crime	Occurrences	
	2019	2020
Criminal homicide	0	0
Forcible rape	0	1
Robbery	0	0
Aggravated assault	0	2
Burglary (breaking or entering)	5	2
Larceny-theft (except motor vehicle theft)	9	10
Motor vehicle theft	0	0
Arson	0	0

Public safety Department

Part 2 Offenses 2nd Quarter

Valley Center Police Department

Classification of Offenses Part 2 Second Quarter



Crime	Occurrences		Crime	Occurrences	
	2019	2020		2019	2020
Other assaults (simple)	12	4	Drug abuse violations	17	12
Forgery and counterfeiting	1	0	Gambling	0	0
Fraud	1	1	Offenses against the family	15	1
Embezzlement	0	0	Driving under the influence	2	14
Stolen property: buying, receiving, posses	1	3	Liquor laws	1	3
Vandalism	5	6	Drunkenness	0	1
Weapons: carrying, possessing, etc.	2	2	Disorderly conduct	3	2
Sex offenses (except forcible rape, prostitution, and commercialized vice)	5	1	Curfew and loitering laws (persons under age 18)	1	0
Prostitution and commercialized vice	0	0			

CITATION TOTALS BY VIOLATION REPORT

4/1/2020 12:00:00AM - 6/30/2020 12:00:00AM

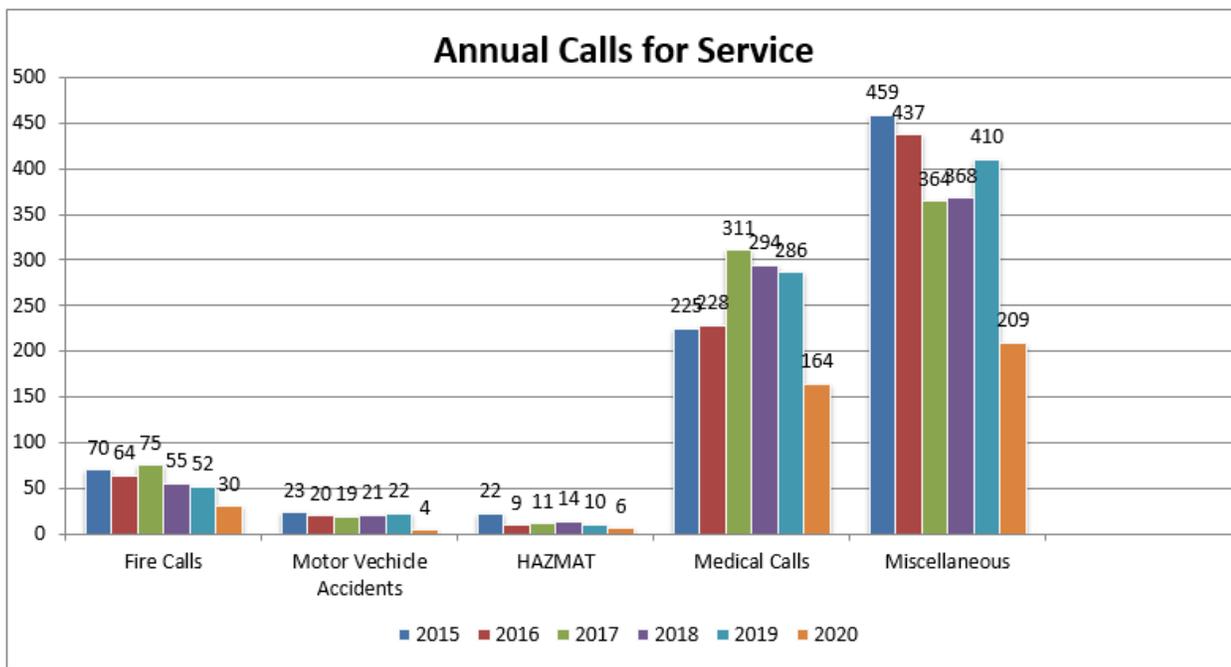
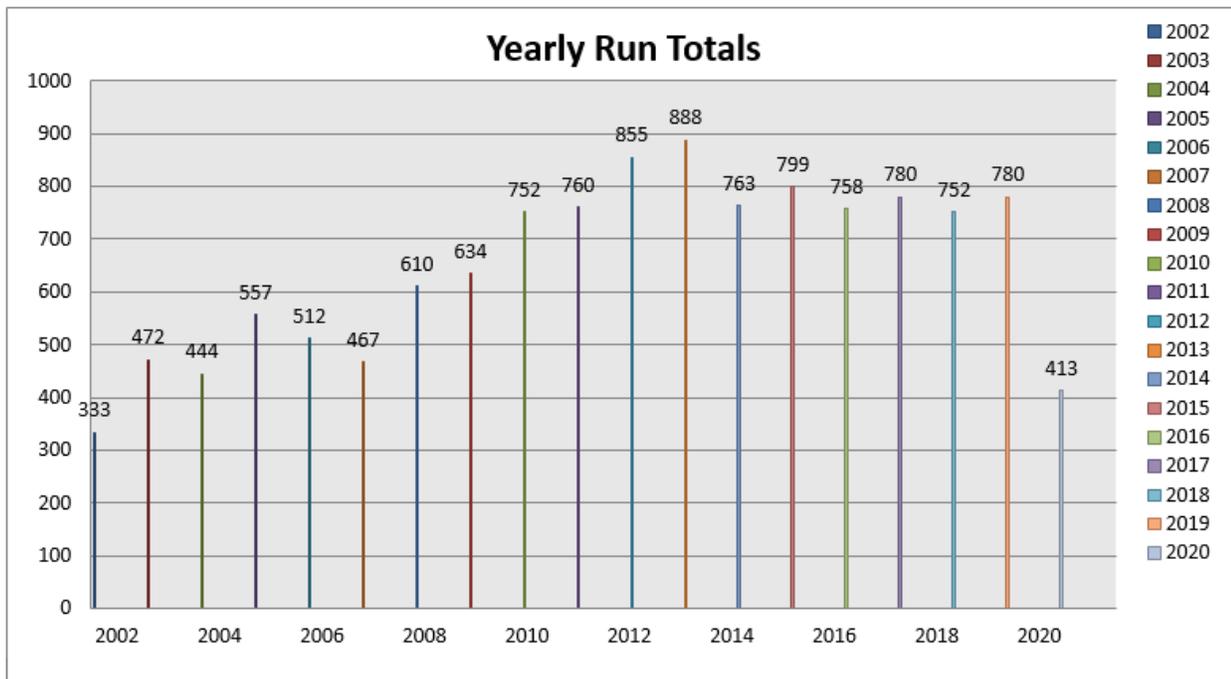
Violation Code	Violation Description	Total Citations
104	INATTENTIVE DRIVING	2
106	TRANSPORTING OF ALCOHOLIC BEVERAGE	5
12	DISOBEYING TRAFFIC CONTROL DEVICE	1
13	VIOLATING TRAFFIC CONTROL SIGNAL	1
133	IMPROPER BICYCLE LAMPS, BRAKES, OR REFLECTORS	1
147	DEFECTIVE TAIL LAMP	4
152	IMPROPER LAMP COLOR ON CERTAIN VEHICLES	1
161	IMPROPER STOP OR TURN SIGNAL	1
182	CHILD UNDER 14, NO SEAT BELT OR CHILD CAR SEAT	1
182.1	SEAT BELTS OVER THE AGE OF 14	3
192	NO DRIVERS LICENSE	3
193	NO DRIVERS LICENSE IN POSSESSION	2
194	DRIVING ON SUSPENDED, CANCELED OR REVOKED D.L.	10
198	ILLEGAL/EXPIRED TAG	6
200	NO PROOF OF LIABILITY INSURANCE	16
30	DRIVING UNDER THE INFLUENCE	15
31	FLEE AND ELUDE	1
33	MAXIMUM SPEED LIMITS	24
44	DRIVING ON LEFT IN NO-PASSING ZONE	1
46	IMPROPER DRIVING ON LANED ROADWAY	6
59	FAILURE TO YIELD AT STOP OR YIELD SIGN	1
76	FAILURE TO STOP OR OBEY RAILROAD CROSSING SIGNAL	1

Public safety Department**Fire 2nd Quarter Activity Report****2020 2nd Quarter Activity Report**

The Fire Department responded to 199 calls for service in April, May, & June; these are broken down as follows.

<u>Calls For Service</u>	<u>City</u>	<u>Townships</u>
Building Fire (Automatic Aid Received Park City)	3	0
Fire in a Structure Other than a Building	0	1
Passenger Vehicle Fire	1	0
Mobile Property Vehicle Fire, Other	1	0
Natural Vegetation Fire, Other	1	0
Grass Fire	1	3
Outside Rubbish, Trash or Waste Fire	1	0
Cooking Fire Confined to a Container	0	1
Unauthorized Burn	2	1
Authorized Burn	1	0
Motor Vehicle Accident with Injuries	0	2
Medical Assist	21	0
EMS Call	44	0
Emergency Medical Service, Other	1	0
Person in Distress	1	0
Assist Invalid	14	4
Assist Police or Other Government Agency	1	1
Over Pressure Rupture, Explosion, Overheat Other	1	0
Water Problem, Other	1	0
Lock In	2	0
Gas Leak (Natural Gas or LPG)	2	0
Power Line Down	1	0
Electrical Equipment Wiring Problem, Other	2	1
False Alarm or False Call, Other	2	0
Alarm System Activation, No Fire, Unintentional	2	0
Unintentional Transmission of Alarm, Other	2	0
Smoke Detector Activation, No Fire	1	0
Smoke Activation Due to Malfunction	1	0
Carbon Monoxide Detector Activation, No CO	1	0
Service Call, Other	2	0
Good Intent Call, Other	9	1
Wrong Location	1	0
Dispatched and Cancelled in route	7	14
Burn Permit	40	0

Public safety Department



Public safety Department

Investigations

Det. Davidson was assigned sixteen cases. Of those assigned seven were felony and nine were misdemeanors. Nineteen cases were presented to the D.A; twelve were charged.

Community Activities

1. The Public Safety Department made forty-one posts to Facebook in the 1st Quarter. We currently have 3,762 page likes and 3,950 followers. The page continues to grow as does the interaction between the citizens and us on various posts. There were numerous photos and posts that gained lots of attention.

Below are some of our more popular photos:



GOVERNING BODY REPORTS

- A. Mayor Cicirello**
- B. Councilmember Stamm**
- C. Councilmember Evans**
- D. Councilmember Davis**
- E. Councilmember Anderson**
- F. Councilmember Gregory**
- G. Councilmember Kerstetter**
- H. Councilmember Wilson**
- I. Councilmember Colbert**

ADJOURN