



CITY COUNCIL AGENDA

May 19, 2026

***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 – May 5, 2026 p 6
7. **PRESENTATIONS / PROCLAMATIONS p 11**
 - A. Larry Hoetmer Cemetery Subcommittee Report
8. **PUBLIC FORUM (*Citizen input and requests*) p 11**
9. **APPOINTMENTS -None p 11**
10. **OLD BUSINESS p 17**
 - A. Award Bid 2026 Roadway Upgrade Services p 17
 - B. Dependable Pallet Special Use Permit Review p 25
 - C. Seneca Ford to 5th Change Order #5 p 29
11. **NEW BUSINESS p**
 - A. Request to Change the Fireworks Sale Dates - Wholesale Fireworks Jacob Marietta - p 33
 - B. Requesting VCPD Assistance for the Hornet Hustle – Samuel Clubb - p 35
 - C. Request the use of 225 W Main for Movie on Main on June 6, 2026 - p 40
 - D. Rescind Trails End Change Order #1 Approved March 17, 2026, and approve of Trails End Change Order# 2 p 43
 - E. Trail End Change Order #3 Elevation Correction Issues - p 48
 - F. 2027 Directors Budget Presentation p 51
 - G. Sedgwick County Fire District #1 Automatic Aid Agreement Termination p 92
 - H. ValePointe Phase #1 Professional Service Agreement -p 95
 - I. Executive Session to Discuss Litigation Pursuant to “consultation with an attorney for the public body or agency, which would be deemed privileged in the attorney-client relationship”, K.S.A. 75-4319 (b) (2).p 108

- J. Executive Session to Discuss Staffing Pursuant to “Personnel Matters of NonElected Personnel”, K.S.A. 75-4319 (b) (1).p 109

- 12. CONSENT AGENDA p 110**
 - A. Appropriation Ordinance – May 8, 2026 p 112
 - B. April 28, 2026 Panning and Zoning Minutes: p 120

- 13. STAFF REPORTS p 126**
- 14. GOVERNING BODY REPORTS p 127**
- 15. 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@valleycenterk.gov or by phone at (316)755-7310.

For additional information on any item on the agenda, please visit www.valleycenterks.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.

ADMINISTRATION AGENDA

A. MINUTES:

Attached are the Minutes from May 5, 2026, regular City Council Meeting as prepared by the City Clerk.

REGULAR COUNCIL MEETING
May 5, 2026
CITY HALL
121 S. MERIDIAN

Council President Anderson called the regular council meeting to order at 7:00 p.m. with the following members present: Ron Colbert, Amy Reid, Gina Gregory, Jeanne Daniels, and Matt Stamm Chris Evans, Ben Anderson & Eric Scriven.

Members Absent: Mayor Jet Truman

Staff Present: Matt Vogt, Police Captain
Kyle Fiedler, Community Development Director
Neal Owings, Parks and Public Buildings Director
Barry Arbuckle, City Attorney
Clint Miller, Finance Director
Amanda Park, City Clerk/HR Director
Cyndra Kastens, City Administrator

Press present: Ark Valley News

APPROVAL OF AGENDA -

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

ADMINISTRATION AGENDA –

Gregory moved to approve the minutes of April 7, 2026, regular City Council meeting as presented, seconded by Stamm. Vote yea: unanimous. Motion carried.

PRESENTATIONS/PROCLAMATIONS –

Sean Gordon presented the council with the 2025 audit report. After discussion, Stamm moved to receive and file the audit report, seconded by Evans. Vote yea: unanimous. Motion carried.

Council President Anderson read the Law Enforcement Memorial Day\Police Week Proclamation and did hereby proclaim May 15th as Law Enforcement Memorial Day in Valley Center, Kansas, and call upon all citizens of Valley Center, Kansas to observe the week of May 11th through May 16th as Police Week.

PUBLIC FORUM –

Jerry Rogers expressed concerns with electric scooters and bikes on the sidewalks.
Tim McNeeley expressed concerns regarding Code Enforcement related to his property.

APPOINTMENTS – None

OLD BUSINESS –

A. BID AWARD FOR SALE OF TEMPORARY NOTES SERIES 2026-1

Clayton Kelley presented the results of the temporary note sale. City staff reported that pursuant to the Notice of Note Sale heretofore duly given, bids for the purchase of General Obligation Temporary Notes, Series 2026-1, dated May 28, 2026, of the city had been received. A tabulation of the bids is set forth as *Exhibit A* hereto. The governing body reviewed and considered the bids and it was found and determined

that the bid of ROBERT W BAIRD & CO., INC., MILWAKEE, was the best bid for the Notes, a copy of which is attached hereto as **Exhibit B**

Councilmember Reid moved that the bid be accepted and that the Mayor and Clerk be authorized and directed to execute the bid form selling the Notes to the best bidder on the basis of the bid and the terms specified in the Notice of Note Sale. The motion was seconded by Councilmember Stamm. The motion was carried by a vote of the governing body as follows: Yea: Anderson, Colbert, Scriven, Reid, Gregory, Evans, Daniels, and Stamm. Nay: None. Motion Carried.

B. RESOLUTION #810-26 AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF G.O. TEMPORARY NOTES SERIES 2026-1:

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2026-1, OF THE CITY OF VALLEY CENTER, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

Councilmember Anderson moved that the Resolution be adopted. The motion was seconded by Councilmember Evans. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the governing body as follows: Yea: Anderson, Colbert, Scriven, Reid, Gregory, Evans, Daniels and Stamm.

The Council President declared Resolution No. 810-26 duly adopted.

C. BID AWARD FOR GENERAL OBLIGATION BONDS SERIES 2026-1:

City staff reported that pursuant to the Notice of Bond Sale heretofore duly given, bids for the purchase of General Obligation Bonds, Series 2026-1, dated May 28, 2026, of the City had been received. A tabulation of said bids is set forth as **Exhibit A** hereto. The Governing Body reviewed and considered the bids and it was found and determined that the bid of the BAKER GROUP, OKLAHOMA CITY, OKLAHOMA, was the best bid for the Bonds, a copy of which is attached hereto as **Exhibit B**.

Councilmember Gregory moved that the bid be accepted and that the Mayor and Clerk be authorized and directed to execute the bid form selling the Bonds to the best bidder on the basis of the bid and the terms specified in the Notice of Bond Sale. The motion was seconded by Councilmember Reid. The motion was carried by the following vote of the Governing Body: Yea: Anderson, Colbert, Scriven, Reid, Gregory, Evans, Daniels, and Stamm.

D. ORDINANCE #1444-26 AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BOND SERIES-2026-1

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2026-1, OF THE CITY OF VALLEY CENTER, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

Councilmember Stamm moved that the first reading requirement for the Ordinance be waived and the Ordinance be passed. The motion was seconded by Councilmember Evans. The motion carried by vote of the Governing Body as follows: Yea: Anderson, Colbert, Scriven, Reid, Gregory, Evans, Daniels and Stamm. Nay: None. Motion Carried.

E. RESOLUTION #811-26 PRESCRIBING THE FORM ANND DETAILS OF AND AUTHORIZING THE DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS SERIES 2026-1

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2026-1, OF THE CITY OF VALLEY CENTER, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 811-26 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

Councilmember Evans moved that the Resolution be adopted. The motion was seconded by Councilmember Stamm. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the following vote of the Governing body: Yea: Anderson, Scriven, Reid, Gregory, Evans, Daniels, and Stamm. Nay: None. Abstaining: Colbert. Motion Carried

The Council President declared Resolution No. 811-26 duly adopted.

F. DISCUSSION OF BRUSH PILE

John Freund and Mark Burkes presented concerns about the brush pile not being opened. Public Works Director Eggleston answered various questions regarding options and concerns for opening the brush pile. City Administrator Kastens addressed issues brought up by citizens concerning code enforcement violations. After further discussion Councilmember Daniels moved to open the Brush Pile once per month on the 3rd Friday & Saturday from 8:00 am to 5:00pm. Motion made by Daniels and seconded by Colbert. Vote: yea; unanimous. Opposed: Stamm. Motion carried.

G. BID AWARD FOR ABATEMENT MOWING

Community Development Fiedler received a bid for Abatement Mowing. One bid was received from Haul and Order in the amount of \$100.00 grade A, \$150.00 grade B, \$300.00 grade C and \$375.00 for grade D. Motion made by Evans seconded by Daniels. Vote: yea; unanimous. Motion carried

H. BID AWARD FOR CITY PROMOTIONAL SERVICES

Community Development Fiedler received the bids for City Promotional Services as follows: KWCH bid amounts are Display is \$.010 per impression, Pre-Roll \$.035 per impression, CTV \$.040 per impression. KSN bid amounts are Display is \$.009 per impression, Pre-Roll \$.022 per impression, CTV \$.033 per impression. Motion made to accept the bid for KSN by Reid seconded by Evans. Vote: yea; unanimous. Motion carried

NEW BUSINESS-

A. APPROVAL OF SIGN WAIVER FOR VALLEY CENTER PURPLE WAVE SWIM TEAM

Community Development Director Fiedler presented a waiver request by Purple Wave Swim Team to place signs in the right-of-way until May 31, 2026. Motion made by Evans seconded by Daniels. Vote: yea; unanimous. Motion carried

B. 2026 ROADWAY UPGRADE SERVICES

Public Works Director Eggleston announced Pearson Construction was the winning bidder. Staff is recommending for a 7” asphalt road on Seneca St, from 69th south to the Railroad Tracks. City Administrator Kastens reminded council that testing & inspection is not included in this bid. Motion to table made by Evans seconded by Gregory. Vote: yea; unanimous. Motion carried

C. TEMPORARY CONSTRUCTION EASEMENT LOT 3 BLOCK A VALLEY CREEK 4TH ADD.

Public Works Director Eggleston to present Temporary Construction Easement Lot 3 Block A Valley Creek 4th Add. In the amount of \$1332.09. Reid made a motion to approve the Temporary Construction Easement and approve the Mayor to sign. Motion seconded by Scriven. Vote: yea; unanimous. Motion carried.

D. PERMANENT EASEMENT LOT 3 BLOCK A VALLEY CREEK 4TH ADD.

Public Works Director Eggleston to present Permanent Easement Lot 3 Block A Valley Creek 4th Add. in the amount of \$572.24. Evans made a motion to approve the Permanent Easement and approve the Mayor to sign. Motion seconded by Stamm. Vote: yea; unanimous. Motion carried.

E. CHANGE ORDER #3 WATER TREATMENT PLANT

Public Works Director Eggleston presented change order #3 for the raw water line at the Water Treatment Plant protection. Evans made a motion to approve change order #3 Water Treatment Plant in the amount of \$18,375.00 and approve Mayor to sign. Motion seconded by Gregory. Vote: yea; unanimous. Motion carried.

CONSENT AGENDA -

- A. APPROPRIATION ORDINANCE – April 28, 2026
- B. POOL USE AGREEMENT WITH VCSC AND VCRC

Reid motion to approve the Consent Agenda as presented. Seconded by Evans, Vote: Yea: Unanimous. Motion carried.

STAFF REPORTS-

COMMUNITY DEVELOPMENT DIRECTOR FIELDER

Farmer’s Market start this week with 1 food truck and 15 vendors. Come out and support local vendors.

PARKS & PUBLIC BUILDINGS DIRECTOR OWINGS

Disc golf at McLaughlin Park has been completed. City staff assisted in getting the old equipment out. It has been getting great reviews. Working with the Chamber to schedule a ribbon cutting for the new course.

PUBLIC WORKS DIRECTOR EGGLESTON

This week is Public Service Appreciation Week we had a luncheon at Public Works today. Water Treatment Plant is moving along and clear well should be completed this week and ready for testing. City

staff hung Veteran banners today and we have 9 new ones. Lift Station progress we purchased some equipment to save money. We have moved the equipment to Wastewater Treatment Plant.

LIBRARIAN SHARP

We deposited about \$1800.00 from our book sale. We took 14 boxes and 15 flats to Open Door Ministries, the jail picked up 12 flats and 5 boxes. We gave a box of books to Senior Bingo. We sold 2069 books and gave away 523. Next Tuesday we will have a webinar on the Art of Graceful Aging at 10:00am.

CITY ADMINISTRATOR KASTENS

Admin Kastens thanks the staff for their work to put the staff appreciation event on and informed the council that scooters and E-bikes had recently been discussed at department director meetings as well.

GOVERNING BODY REPORTS –

COUNCILMEMBER ANDERSON

Councilmember Anderson Thanked the staff for your hard work and we appreciate our staff.

COUNCILMEMEBER REID

Councilmember Reid is requesting more information about scooters on the sidewalk.

COUNCILMEMBER GREGORY

Council Member Gregory reminded everyone of the up coming Farmers Market and the SCAC meeting is this Saturday at 8:30 in Park City at the new Senior Center.

Stamm moved to adjourn, second by Daniels. Vote Yea: Unanimous. Motion Carried.

ADJOURN -

The meeting adjourned at 9:04 PM.

Amanda Park, City Clerk

ADMINISTRATION AGENDA
RECOMMENDED ACTION

A. MINUTES:

RECOMMENDED ACTION:

Staff recommends motion to approve the minutes of May 5, 2026 Regular Council Meeting as presented/ amended.

PRESENTATIONS / PROCLAMATIONS

PRESENTATION FROM LARRY HOETMER

Cemetery Subcommittee Status Report.

PUBLIC FORUM

APPOINTMENTS



MEMORANDUM

To: Mayor Jet Truman and City Council

From: Parks & Public Buildings Department

Date: May 13, 2026

Subject: Cemetery Subcommittee Progress Report – Cemetery Improvement Priorities

Background

The Cemetery Subcommittee, which is comprised of representatives from the American Legion and the Public Properties & Outdoor Spaces Board, has been evaluating current and future needs at the City cemetery to help guide long-term improvements and expansion opportunities. As part of this process, the subcommittee has identified several improvement concepts and infrastructure priorities for consideration in the development of a comprehensive Cemetery Master Plan.

One of the primary areas of focus currently being discussed by the committee is the area identified as **Landscape Reserve E**, which is identified as a commons area in the Cemetery. The committee has identified this area as a high-priority opportunity for future development due to its potential to serve as a dedicated reflection, gathering space for burials and memorial space, while also accommodating additional burial options such as columbarium's and other future cemetery amenities. Discussions have centered around creating a thoughtfully designed space that enhances the overall appearance, functionality, and long-term sustainability of the cemetery.

The intent of the planning process is to create a phased and strategic approach for future cemetery development that balances aesthetics, functionality, maintenance requirements, public use, burial options, and long-term sustainability.

The following items represent preliminary concepts and priorities currently being discussed by the Cemetery Subcommittee. These items are intended to serve as planning considerations and a basis for council discussion feedback and do not represent approved projects at this time.

General Improvement Considerations

The subcommittee has identified the following general cemetery improvements for future planning consideration:

- Decorative fencing, gates, and entry archways
- Flagpoles seasonal and holiday displays
- Decorative lighting at entrances and along cemetery roadways
- Cemetery-related art features and dedication/sponsorship walls

- Additional security lighting around maintenance facilities
 - Irrigation system improvements
 - Development of a comprehensive tree planting plan, that includes an allée of trees, and potential tree pod burial locations
 - Paved roads and parking improvements
 - Expanded water and electrical utility services
 - Drainage improvements in Sections H and D
 - Evaluation of additional burial options including:
 - Additional columbarium sections
 - Stacked casket burials
 - Infant burial sections
 - Tree pod burials
 - Ash scattering
 - Flat markers
 - Cremation dedication markers area in allée of trees
-

Landscape Reserve E / Reflection Area Considerations

The subcommittee has also discussed development opportunities within the Landscape Reserve E area to create a landscaped reflection and memorial space. Potential concepts include:

- Columbarium installations integrated into the landscape design with future expansion capability
 - Low-maintenance landscaping and tree plantings
 - Pergolas utilizing metal, brick, or stone materials
 - Brick or colored concrete reflection areas
 - American flag display
 - Cemetery-related art and memorial monuments - large Cross monument
 - Decorative ambient lighting
 - Benches and seating areas for visitors
 - Information kiosk
 - Ambient security lighting
 - Utility infrastructure includes:
 - Electrical service
 - Water service
 - Irrigation systems
 - Trash receptacles
 - Self-closing and auto-drain yard hydrants
-

Purpose of the Master Plan

Development of a Cemetery Master Plan will assist the City in:

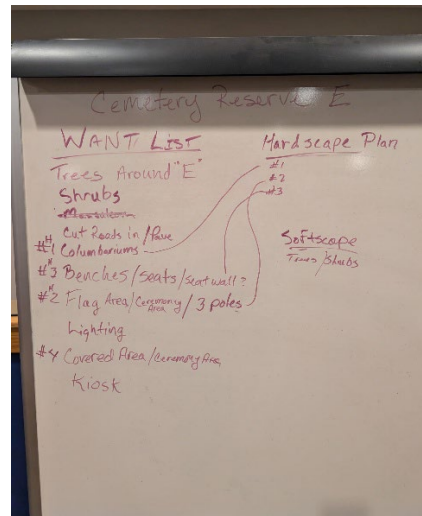
- Prioritizing future cemetery improvements
- Identifying phased implementation opportunities
- Planning for long-term burial capacity needs
- Enhancing visitor experience and cemetery aesthetics
- Improving maintenance efficiency and infrastructure reliability
- Evaluating future funding opportunities and capital improvement planning
- Preserving the cemetery as a respectful and functional community asset

Recommendation

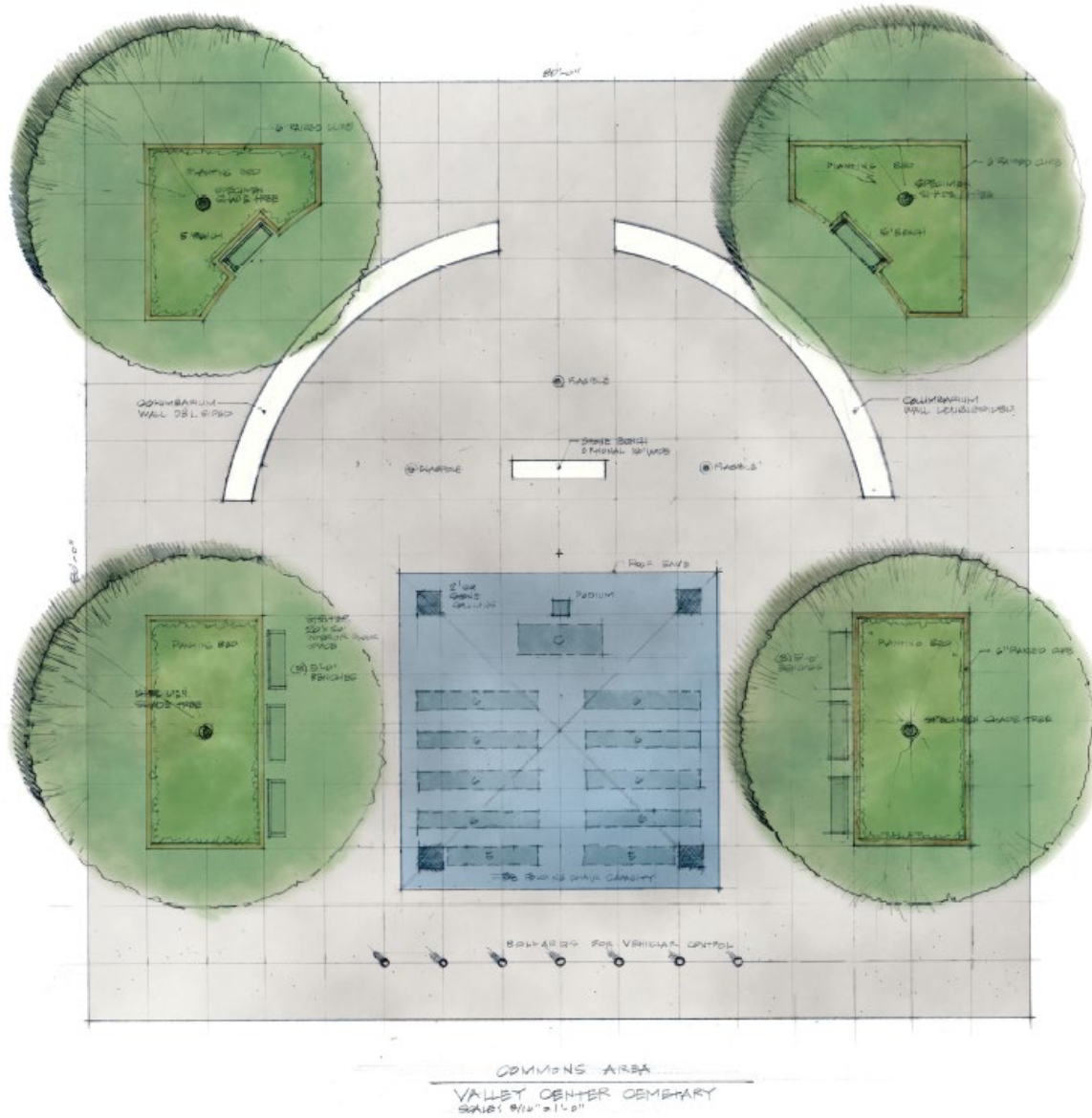
Council discussion only - no action at this time is recommended. Staff intends to continue collaboration with the Cemetery Subcommittee to further develop and evaluate these concepts and develop a comprehensive Cemetery Master Plan that establishes long-term priorities, estimated costs, and phased implementation strategies for future consideration by the City Council.

Attachments

- Cemetery Subcommittee meeting photos
- Landscape Reserve E commons area
- Cemetery Plat Map



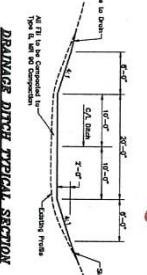
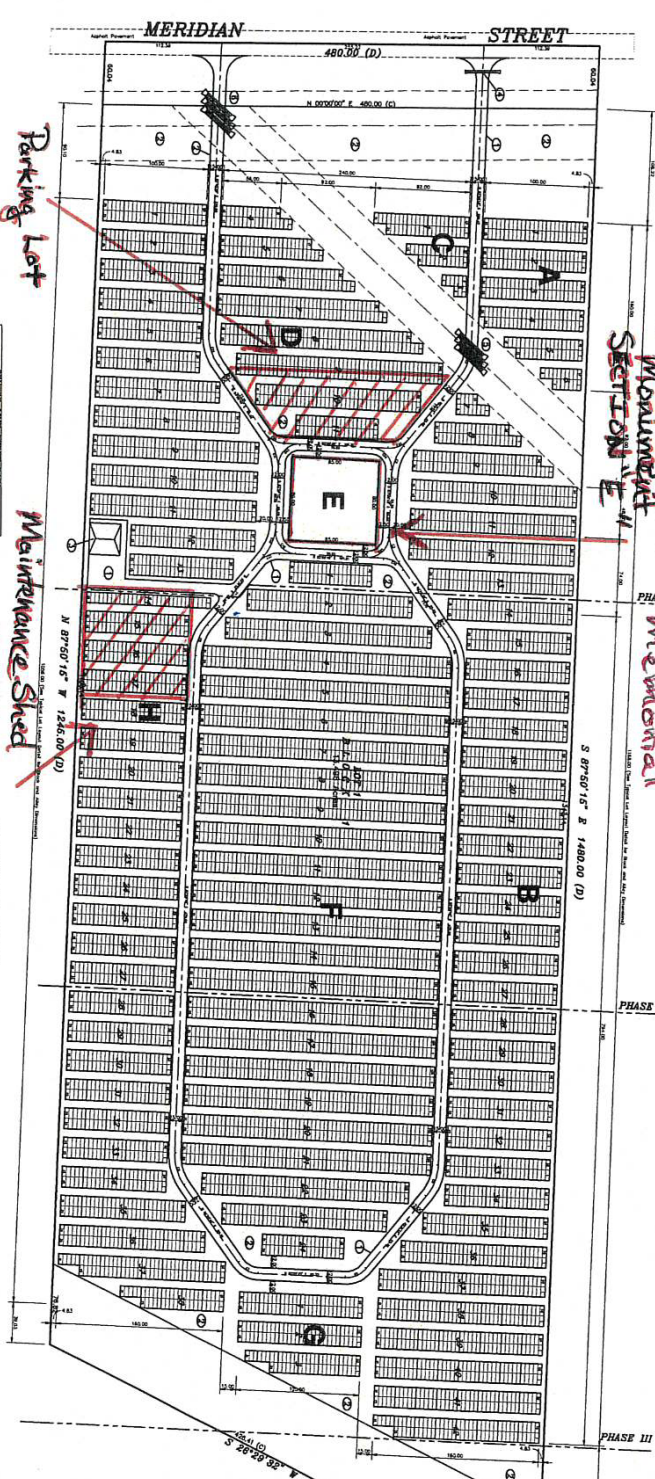
Landscape Reserve E – commons area (see plat map for location)



Cemetery Plat Map

MASTER PLAN VALLEY CENTER CEMETERY A PORTION OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 25 SOUTH, RANGE 1 EAST OF THE 6TH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS.

Proposed Flagstone Landscape Material
Maintenance Shed
Parking Lot



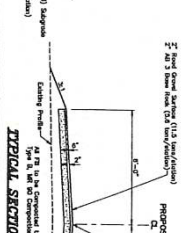
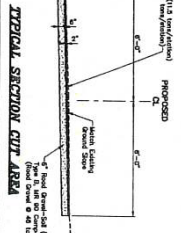
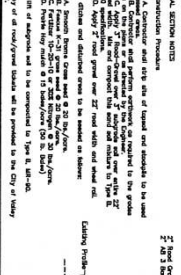
SECTION	AREA	PERCENTAGE	TOTAL
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2	2.00	2.00	2.00
3	3.00	3.00	3.00
4	4.00	4.00	4.00
5	5.00	5.00	5.00
6	6.00	6.00	6.00
7	7.00	7.00	7.00
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49	49.00	49.00	49.00
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KEY NOTES

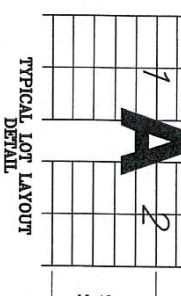
1. ROAD GRADE - SEE SURVEY
2. GRASS AND LANDSCAPE AREAS
3. LANDSCAPE BUILDING SECTIONS
4. 1-10'24" REAR WITH END SECTIONS
5. 1-10'24" REAR WITH END SECTIONS
6. 1-10'24" REAR WITH END SECTIONS

LANDSCAPING NOTES

A. The screening shall be constructed along the City of Valley Center. In the Grass and Landscaping Areas, the City of Valley Center shall be responsible for the maintenance of the screening. The City of Valley Center shall be responsible for the maintenance of the screening.



SECTION	AREA	PERCENTAGE	TOTAL
1	1.00	1.00	1.00
2	2.00	2.00	2.00
3	3.00	3.00	3.00
4	4.00	4.00	4.00
5	5.00	5.00	5.00
6	6.00	6.00	6.00
7	7.00	7.00	7.00
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42	42.00	42.00	42.00
43	43.00	43.00	43.00
44	44.00	44.00	44.00
45	45.00	45.00	45.00
46	46.00	46.00	46.00
47	47.00	47.00	47.00
48	48.00	48.00	48.00
49	49.00	49.00	49.00
50	50.00	50.00	50.00



CITY OF VALLEY CENTER MEMORIAL CEMETERY

Prepared by: **CBS** Gardner-Shirving Services, P.C.

Drawn by: **2022** 12/20/2022

Phase	Area	Per Cent	Total
Phase I	251	17.0	1650
Phase II	252	17.0	1650
Phase III	253	17.0	1650
Phase IV	254	17.0	1650
Phase V	255	17.0	1650
Phase VI	256	17.0	1650
Phase VII	257	17.0	1650
Phase VIII	258	17.0	1650
Phase IX	259	17.0	1650
Phase X	260	17.0	1650
Phase XI	261	17.0	1650
Phase XII	262	17.0	1650
Phase XIII	263	17.0	1650
Phase XIV	264	17.0	1650
Phase XV	265	17.0	1650
Phase XVI	266	17.0	1650
Phase XVII	267	17.0	1650
Phase XVIII	268	17.0	1650
Phase XIX	269	17.0	1650
Phase XX	270	17.0	1650
Phase XXI	271	17.0	1650
Phase XXII	272	17.0	1650
Phase XXIII	273	17.0	1650
Phase XXIV	274	17.0	1650
Phase XXV	275	17.0	1650
Phase XXVI	276	17.0	1650
Phase XXVII	277	17.0	1650
Phase XXVIII	278	17.0	1650
Phase XXIX	279	17.0	1650
Phase XXX	280	17.0	1650
Phase XXXI	281	17.0	1650
Phase XXXII	282	17.0	1650
Phase XXXIII	283	17.0	1650
Phase XXXIV	284	17.0	1650
Phase XXXV	285	17.0	1650
Phase XXXVI	286	17.0	1650
Phase XXXVII	287	17.0	1650
Phase XXXVIII	288	17.0	1650
Phase XXXIX	289	17.0	1650
Phase XL	290	17.0	1650

OLD BUSINESS

A. AWARD BID 2026 ROADWAY UPGRADE SERVICES:

Public Works Director Eggleston to present 2026 Roadway Upgrade Services.

- City Council Memo
- Bid Tabulation
- Proposal Submission Form
- 2026 Roadway Upgrade Services plus inspection and testing



May 5, 2026

To: Mayor Truman & Members of Council

From: Rodney Eggleston – Public Works Director

Subject: Approval of 2026 Roadway Upgrade Services proposal.

BACKGROUND

This RFP is proposing a full-depth replacement (excavate, proper base material, 5 or 7 inches of asphalt) from 69th street south to the RR tracks.

We received 3 proposals for this RFP and a bid tabulation is attached.

PROPOSAL

City staff are recommending approval of the proposal for 7-inch asphalt surface from Pearson Construction.

FINANCIAL CONSIDERATION

This cost will be taken from the system improvement line item in the Streets budget.

SUMMARY

City staff are recommending approval of the proposal for 7-inch asphalt surface from Pearson Construction. And authorize the mayor to sign.

Sincerely,
Rodney Eggleston
Public Works Director

Date	Event
April 7, 2026	RFP approval to issue
April 8, 2026	RFP issued
April 15, 2026, 5 PM.	Last day for respondents to submit written questions
April 20, 2026, 5 PM.	Final day responses to questions will be provided
April 23, 2026, 4 p.m.	Proposals due
April 28, 2026, 10 a.m.	Bid opening at Valley Center City Hall
May 5, 2026, 7 p.m.	Proposal selected at City Council meeting

SECTION 3

PROPOSAL SUBMISSION FORM

2026 City of Valley Center Roadway Upgrade Services

1. COMPANY NAME Pearson Construction LLC
2. ADDRESS (Home Office) 2901 N Mead St Wichita, Ks 67219
3. TELEPHONE NUMBER (office) 316-263-3100 (cell) N/A
4. NUMBER OF FULL-TIME EMPLOYEES 231
5. OWNERSHIP

<u> </u> Sole Proprietor	<u> X </u> Other – Please Specify
<u> </u> Limited Partnership	<u>Corporation</u>

PROPOSAL PRICES. Fixed prices for all requirements identified in Section 2 Scope of Services. Pricing submitted in this portion must be fully inclusive of all anticipated costs of the RFP and shall include all costs for management, supervision, labor, and material associated with the RFP. The base bid includes the locations and scope of services identified in Section 2.

Bid submission must also include an additional page(s) that itemizes service costs by location, service type, unit price and extended price for each application.

Pricing to comply with Section 2 Scope of Services of this RFP for locations identified. This is the base bid for **Roadway Upgrade Services**: Prices are to be “Not to exceed”

Total Cost – 5-inch asphalt surface
\$446,023.00

Total Cost – 7-inch asphalt surface
\$539,318.00



Signature of Authorized Representative

Kurt Cornejo, President

Name/Title of Authorized Representative

4-23-26

Date



2901 N. Mead
 Wichita, KS 67219
 p: (316) 263-3100
 f: (316) 263-3071
 www.pearsonconstructionllc.com

To: City of Valley Center	Contact: Rodney Eggleston
Address: 116 S. Park Valley Center, KS 67147	Phone:
	Fax:
Project Name: Valley Center - 2026 Roadway Upgrade Services	Bid Number: 2604-016
Project Location: Seneca St, From 69th Go South To RR Tracks, Valley Center, KS	Bid Date: 4/23/2026
Addendum #: 2	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Group 1 - 5" HMA					
1	Remove Existing Roadway/Excavate For Pavement (5")	11,295.00	SY	\$8.00	\$90,360.00
2	6" Crushed Concrete Base, Reinf.	11,295.00	SY	\$8.00	\$90,360.00
3	5" Asphalt Pavement	10,250.00	SY	\$21.00	\$215,250.00
4	Traffic Control	1.00	LS	\$7,500.00	\$7,500.00
5	Mobilization	1.00	LS	\$10,000.00	\$10,000.00
6	Seeding/Erosion Control (Including SWPPP)	1.00	LS	\$27,760.00	\$27,760.00
7	Striping	1.00	LS	\$4,793.00	\$4,793.00
Total Price for above Group 1 - 5" HMA Items:					\$446,023.00

Group 2 - 7" HMA					
8	Remove Existing Roadway/Excavate For Pavement (7")	11,295.00	SY	\$9.00	\$101,655.00
9	6" Crushed Concrete Base, Reinf.	11,295.00	SY	\$8.00	\$90,360.00
10	7" Asphalt Pavement	10,250.00	SY	\$29.00	\$297,250.00
11	Traffic Control	1.00	LS	\$7,500.00	\$7,500.00
12	Mobilization	1.00	LS	\$10,000.00	\$10,000.00
13	Seeding/Erosion Control (Including SWPPP)	1.00	LS	\$27,760.00	\$27,760.00
14	Striping	1.00	LS	\$4,793.00	\$4,793.00
Total Price for above Group 2 - 7" HMA Items:					\$539,318.00

- Notes:**
- Sales tax excluded
 - Inspection and Materials Testing by Owner
 - Barricades / traffic control excluded
 - The above price is good for 30 days.
 - Acknowledge Addendum 1-2
 - All base bid items are tied unless otherwise noted or discussed prior to bid opening.
 - Any items of work not specifically listed in this proposal are excluded.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Pearson Construction, LLC</p> <p>Authorized Signature: _____</p> <p>Estimator: Micaiah Bergeron 316-640-7866</p>
--	--

Seneca 61st to 69th project - System Improvement budget \$501,900

<u>Inspection Servoces</u>	\$ 133,250.00	PEC recommedation
<u>Testing Services</u>	\$ 8,618.00	Asphalt & Subbase testing

<u>Total</u>	\$ 141,868.00	
--------------	---------------	--

<u>Inspection Services</u>	\$ 133,250.00	
<u>Testing Services</u>	\$ 5,706.00	Subbase only

<u>Total</u>	\$ 138,956.00	
--------------	---------------	--

<u>7-inch remove & Replace</u>	\$ 539,318.00	
<u>Inspection & Testing</u>	\$ 141,868.00	Subbase & Asphalt

<u>Total</u>	\$ 681,186.00	
--------------	---------------	--

<u>5-inch remove & Replace</u>	\$ 446,023.00	
<u>Inspection & Testing</u>	\$ 141,868.00	Subbase & Asphalt

<u>Total</u>	\$ 587,891.00	
--------------	---------------	--

<u>7-inch remove & Replace</u>	\$ 539,318.00	
<u>Inspection & Testing</u>	\$ 138,956.00	Subbase only

<u>Total</u>	\$ 678,274.00	
--------------	---------------	--

<u>5-inch remove & Replace</u>	\$ 446,023.00	
<u>Inspection & Testing</u>	\$ 138,956.00	Subbase only

<u>Total</u>	\$ 584,979.00	
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OLD BUSINESS
RECOMMENDED ACTION

A. AWARD BID 2026 ROADWAY UPGRADE SERVICES:

RECOMMENDED ACTION

City staff has no recommendations.

OLD BUSINESS

B. DEPENDABLE PALLET SPECIAL USE PERMIT REVIEW:

Community Development Director Fiedler will provide an update on Dependable Pallets.

- City Council Memo



May 19th, 2026

To: Mayor Truman & Council Members

From: Kyle Fiedler, Community Development Director

Subject: Special Use Permit – 201 S. Cedar

BACKGROUND

In June of last year, staff were made aware of a new business that had moved into the building at 201 S Cedar. Both Valley Center Fire and Valley Center building inspector visited the property and found several code violations. Staff held a meeting with the building owner and business owner (tenant) on June 12th. They were provided with a list of violations. We did tell them we didn't want to shut them down or run them out of town, but we needed them to come into compliance which included getting a special use permit as their business is not a permitted use in the Industrial Zoning district.

They did not submit their Special Use request in time for the July Planning and Zoning meeting, as requested, although they had time to. They did submit and were on the August agenda. Planning and Zoning recommended their application to be approved with conditions, and it moved on to Council. Council reviewed the Special Use request at both meetings in September and gave conditional approval of the special use.

The following tasks were required as part of the conditions of their special use permit with the status of the task:

Task	Deadline	Status
Plan Review		Complete December 3 rd , 2025
Building Permit Issuance	January 30 th , 2026	Issued February 17 th , 2026
Electrical Permit Issuance	January 30 th , 2026	Issued February 4 th , 2026
Mechanical Permit Issuance	January 30 th , 2026	Issued January 30 th , 2026
Shed Permit Issuance	January 30 th , 2026	Have not paid, not issued
Shed Permit Issuance	January 30 th , 2026	Have not paid, not issued
Building Permit Inspection	May 17 th , 2026	
Electrical Permit Inspection	May 3 rd , 2026	
Mechanical Permit Inspection	April 30 th , 2026	
Shed Permit Inspection	May 17 th , 2026	No valid permit
Shed Permit Inspection	May 17 th , 2026	No valid permit

Chief Banning visited the site on May 8th and found minor fire code violations and issued a correction notice. Following the site visit, Chief Banning was made aware that the building's water had been shut off, which is a major fire code violation. International Fire Code 903.2.9 requires this facility to have an Automatic Sprinkler System.

Community Development Director Fiedler spoke with Terry Sowers, owner of

Dependable Pallet on May 8th, who did not believe any work would be completed for inspections by the deadline. Terry would like to revise his site plan to reflect permanent work stations outside of the building, this would require a new hearing with planning and zoning for a site plan, and conditional use permit, if Council revokes the permit for not meeting the approved conditions.

Sincerely, Kyle Fiedler, Community Development Director

OLD BUSINESS
RECOMMENDED ACTION

B. DEPENDABLE PALLET SPECIAL USE PERMIT REVIEW:

Should Council choose to proceed,

RECOMMENDED ACTION

- 1. Repeal ordinance 1434-25, revoking the special use permit.**
- 2. Provide an extension to allow Dependable Pallets to submit a new site plan to the Planning & Zoning Board, which would include them having permanent work stations outside**

OLD BUSINESS

C. SENECA ST FORD TO 5TH CHANGE ORDER #5:

Parks and Public Works Director Owings will present change order #5.

- Change Order #5

CHANGE ORDER No. 5

Date of Issuance: 5/14/2026

Project Name: Valley Center - Seneca - Ford to 5th St	Owner: City of Valley Center	Owner's Project Number:
Engineer's Project Number (if applicable): 217013-017	Date of Contract: 9/9/2025	
Contractor: Wildcat Construction Co, Inc.	Funding Agency Project Number (if applicable):	

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification: Additional temp seeding within the medians, additional 4" integrated compost installation, adjusting median rock from the original bidding installation to a delivery only option, camera remove and reset deduction, 4 irrigation tap deductions, 1 additional mailbox (remove and reset), and prime contractor overhead & profit for temp seeding and compost.

Change to CONTRACT PRICE

Original CONTRACT PRICE: \$ 4,819,386.73

Current CONTRACT PRICE (as adjusted by previous CHANGE ORDERS): \$ 4,866,911.29

Increase in CONTRACT PRICE as of this Change Order: \$ 9,334.58

The new CONTRACT PRICE incorporating this CHANGE ORDER: \$ 4,876,245.87

Change to CONTRACT TIME:

Original Contract Times: Working Days Calendar Days

Substantial completion date : Oct. 16, 2026

Final completion dates : Oct. 30, 2026

The CONTRACT TIME (as adjusted by previous CHANGE ORDERS):

Substantial completion dates : _____

Final completion dates : _____

Select One in CONTRACT TIME as of this Change Order:

Substantial completion Select One : _____


Final completion Select One : _____

CONTRACT TIMES with all approved CHANGE ORDERS:

Substantial completion dates : Oct 16, 2026

Final completion dates : Oct 30, 2026


REQUESTED:

By: 
Contractor (Authorized Signature)

Date: 05/14/2026

Approved by Funding Agency (if applicable):

RECOMMENDED:

By: 
Engineer (Authorized Signature)

Date: 05/14/26

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

Date: _____

OWNER: City of Valley Center
 PROJECT: North Seneca (Ford to 5th)
 PEC PROJECT NO: 217013-017
 DATE: May 2026



ITEM NO.	DESCRIPTION	QUANTITY	UNIT		
				UNIT PRICE	COST
1	Temporary Seeding	1	LS	\$ 1,500.00	\$ 1,500.00
2	Compost installation	1	LS	\$ 42,037.00	\$ 42,037.00
3	Median Rock	-1,581	SY	\$ 84.53	\$ (133,641.93)
4	Median Rock Delivery	1,581	SY	\$ 63.86	\$ 100,962.66
5	Camera, Remove and Reset	-1	Each	\$ 2,000.00	\$ (2,000.00)
6	Irrigation Tap	-4	Each	\$ 500.00	\$ (2,000.00)
7	Mailbox (Remove and Reset)	1	Each	\$ 300.00	\$ 300.00
8	Prime Overhead & Profit items 1 & 2				\$ 2,176.85
				\$	9,334.58

OLD BUSINESS

RECOMMENDED ACTION

C. SENECA ST FORD TO 5TH CHANGE ORDER #5:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommend approval to the Seneca St Ford to 5th change order #5 in the amount of \$9,334.58 and approve the mayor sign.

NEW BUSINESS

A. REQUEST TO CHANGE THE FIREWORKS SALE DATES:

Jacob Maritta with Wholesale Fireworks has requested it to be on the agenda to ask the council to consider changing the date to start fireworks sales from June 27th to June 26, 2026, one day earlier.

For your reference attached is the current City Ordinance showing the current sale dates.

- Ord# 1406-24

ORDINANCE NO. 1406-24

AN ORDINANCE OF THE CITY OF VALLEY CENTER, KANSAS AMENDING CHAPTER 9.75 OF THE VALLEY CENTER, KANSAS MUNICIPAL CODE BY AMENDING SECTION B OF CHAPTER 9.75.030 THEREOF DESIGNATING THE TIMES AND DAYS FOR THE RETAIL SALE AND DISCHARGE OF FIREWORKS.

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

Section 1. Section B of Chapter 9.75.030 of the Municipal Code of Valley Center, Kansas is hereby amended to read as follows:

- B.** Except as provided for in this chapter, it is unlawful for any person to possess, store, offer for sale, expose for sale, or sell at retail, or use or explode any fireworks as the same is described in this chapter. Anyone desiring to sell at retail any of those items specifically exempted from the definition of fireworks as set out in this chapter, shall comply with the requirements of the section before initiating such sales. Persons, corporations, partnerships, or others entitled and engaged in the business of the storage and sale at wholesale of fireworks shall be permitted to possess, to store, to offer the bona fide wholesale sales, to expose for bona fide wholesale sales any fireworks; provided, that the fire chief shall have power to adopt reasonable rules and regulations for the granting of permits for supervised public displays of fireworks by jurisdiction, fair associations, amusement parks, or other organizations or for the use of fireworks by artisans in pursuit of their trade. Every such use or display shall be handled by a competent operator approved by the fire chief, and shall be of such character and so located, discharged or fired, as in the opinion of the fire chief after proper investigation, so as not to be hazardous to property or endanger any person. The retail sale of fireworks, as defined in this chapter, shall only be permitted from June 27th through July 5th. The sale and discharge of such fireworks shall only be permitted on the days of June 27th through July 3rd between the hours of ten a.m. and ten p.m. and on July 4th and July 5th between the hours of ten a.m. and eleven-thirty p.m. and shall not occur on any publicly owned property or any other area accessible to the general public except as expressly permitted by the police chief through a block party permit.

Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body, approval by the Mayor and publication of the Ordinance or a summary thereof in the official City newspaper.

PASSED AND APPROVED by the Governing Body of the City of Valley Center, Kansas, this 18th day of June 2024.

NEW BUSINESS

B. APPROVAL OF HORNET HUSTLE RACE:

Sammuel Clubb is requesting road closures for the Annual Hornet Hustle and the assistance for the Valley Center Police Department it will be held on August 29, 2026.

- Hornet Hustle Committee Request
- Hornet Hustle Map

May 11,2026

Hornet Hustle Committee

PO Box 407

Valley Center, KS 67147

RE: 2026 Hornet Hustle Route Maps

Dear Mayor & City Council Members:

It is that time of year again for the community's Annual Hornet Hustle Family Fun Run.

This year we are continuing our combined efforts between Abilene Elementary, West Elementary, Wheatland Elementary, and Valley Center Intermediate School (VCIS) and the new Valley Park to host this amazing run.

The Hornet Hustle will be held on August 29th 2026, and it will continue to be a benefit race that provides a variety of support to the USD 262 elementary schools.

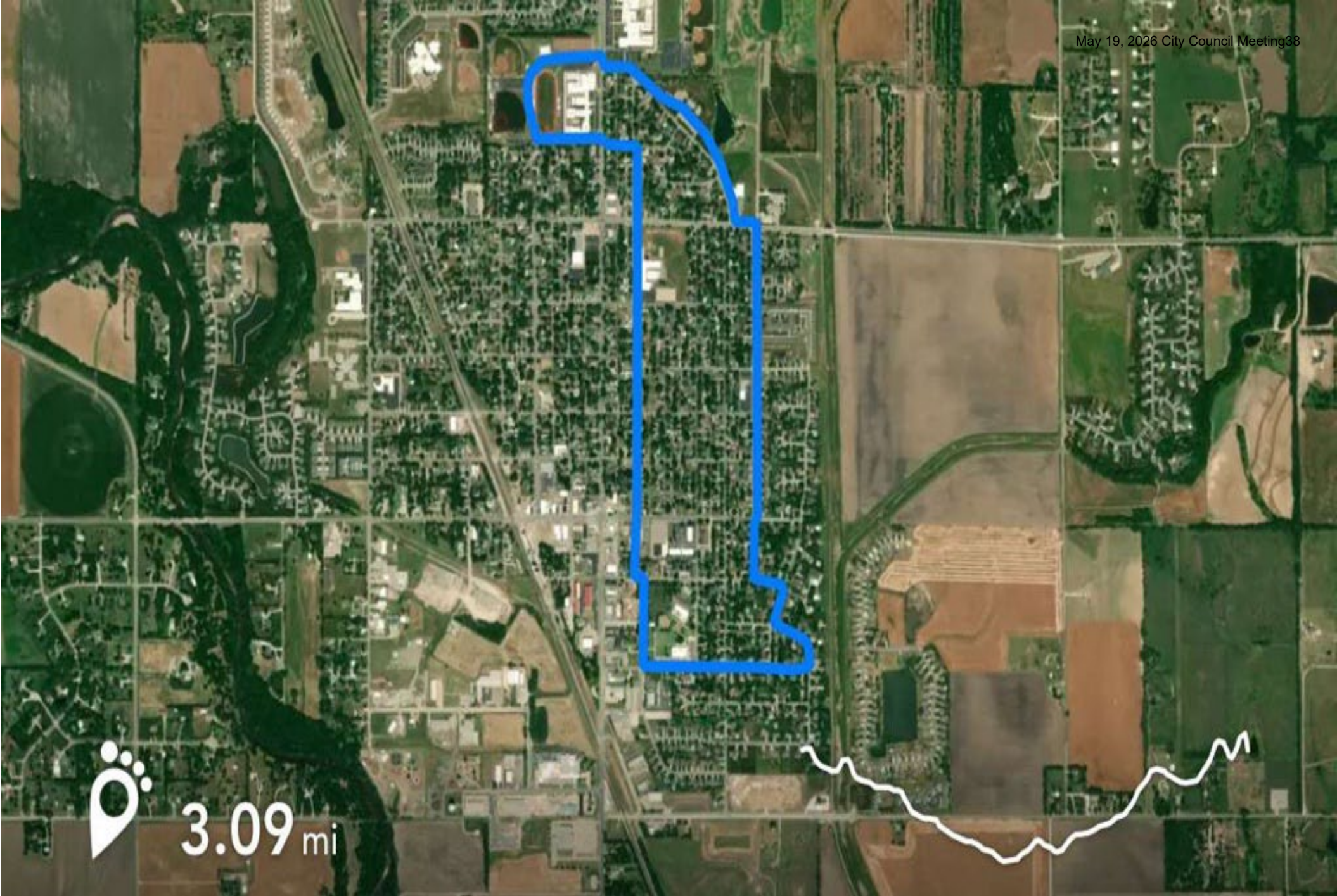
The races will begin at 8am that morning at VCIS and will include a 5K, 2-mile, 1-mile, ¼ mile or the 50-yard dash.

We are requesting the assistance of the Valley Center Police Department during our road races to provide safe and secure routes for our runners. There are two maps included for your reference for our 5k and 2-mile races.

As we begin taking entries, we will provide sign up updates on each individual school Facebook pages, along with PTO Facebook pages. Please keep in mind that this will be a great opportunity to have your group or family volunteer for the occasion. They say it takes a village and we will count on our Hornet village to be there as always.

Sincerely,

Hornet Hustle Committee



3.09 mi



2 mi

NEW BUSINESS

RECOMMENDED ACTION

B. APPROVAL OF HORNET HUSTLE RACE:

Should Council choose to proceed

RECOMMENDED ACTION

**Staff recommend motion of approval of staff assistance needed for
Hornet Hustle on August 29, 2026.**

NEW BUSINESS

C. REQUEST THE USE OF 225 W MAIN FOR MOVIE ON MAIN:

Kyle Fiedler will request the use of 225 W Main for Main Street Valley Center's Movie on Main.

- Main Street Letter



To: Mayor Truman and city council members

From: Kyle Fiedler, Director of Main Street Valley Center

Re: Use of the city-owned lot at 225 W. Main Street for Movie on Main

Main Street Valley Center is requesting use of the lot for Movie on Main, which is scheduled for June 6th with a rain date of June 7th. This request is for the lot to be used in the evening from 6 pm until the movie is over approximately 11 pm.

Thank you

Kyle Fiedler and Main Street Valley Center Board of Directors

NEW BUSINESS
RECOMMENDED ACTION

C. REQUEST THE USE OF 225 W MAIN FOR MOVIE ON MAIN:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommend motion to approve the request for the use of 225 W Main for Main Street Valley Center Movie on Main.

NEW BUSINESS**D. RESCIND TRAILS END CHANGE ORDER #1 APPROVED MARCH 17, 2026 AND APPROVAL OF TRAILS END CHANGE ORDER #2:**

This is actually a correction to a change order approved March 17, 2026. The change order presented in March was in the amount of \$31,466.00 and was marked as "Change Order #1". However, it turns out there was a change order #1 already approved in December 2025. Part of the incorrectly numbered change order approved in March contained one line item already approved in December in the amount of \$6,440. Additionally, the change order approved in March debited \$2,875 for a gate valve that should have actually been a deduct so the total math was also incorrect. Due to multiple errors, to eliminate confusion, council should rescind the change order #1 approved in March, then approve this corrected change order #2 in the corrected amount of \$19,276.60 resulting in a savings of \$12,189.40.

- Change Order #2

Corrected Change Order



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CHANGE ORDER

CITY OF VALLEY CENTER
OWNER

5/5/2026
DATE

OWNER'S PROJECT NO.
TRAILS END PHASE I
PROJECT DESCRIPTION

2
CHANGE ORDER NO.
VALCT 187404 71.50
SEH FILE NO.

The following changes shall be made to the contract documents:

Description:

- RELOCATE SMH.02 TO MATCH ALIGNMENT OF SCHOOL'S SANITARY SEWER MAIN - \$9,315.60
- WATER MAIN PIPE, 8" PVC DR 18 - 112 LF - \$5,936.00
- GATE VALVE & BOX, 8" - 1 EA DEDUCT - \$2,875.00
- 8"X8" TEE - 3 EA - \$6,900.00;
- 8" PLUG - 1 EA - \$1,150.00
- 11.25 DEGREE BEND - 1 EA - \$1,495.00; 45 DEGREE BEND - 2 EA - \$3,680.00
- FIRE HYDRANT ASSEMBLY - 1 EA DEDUCT -\$6,325.00

Purpose of Change Order:

RELOCATING RECENTLY INSTALLED MH TO MATCH ALIGNMENT OF SCHOOL'S SS MAIN. TIE IN AT SCHOOL AS WELL AS SWITCHING WATER MAIN TO RUN ALONG WEST SIDE OF CHISOLM AND DEDUCTION OF ONE FIRE HYDRANT ASSEMBLY.

Basis of Cost: Actual Estimated

Attachments (list supporting documents)

ANDALE RFCO #2, RFCO #3

Contract Status

	Time	Cost
Original Contract	-	\$1,847,829.00
Net Change Prior C.O.'s <u>0</u> to <u>1</u>	-	\$6,440.00
Change this C.O.	-	\$19,276.60
Revised Contract	-	\$1,873,545.60

Recommended for Approval: **Short Elliott Hendrickson Inc.** by

SAMANTHA GHAREEB

Agreed to by Contractor:

Approved for Owner:

BY RAY BRYANT, ANDALE CONSTRUCTION

BY CITY OF VALLEY CENTER

TITLE
Distribution Contractor 2 Owner 1 Project Representative 1

TITLE
SEH Office 1

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Approved 3.17.26



Building a Better World for All of Us

Need to Rescind - 3 Issues:

- ① Wrong C.O. # (Change Order #1 Approved in Dec 2025)
- ② The first item for \$6,440 was approved in Dec.
- ③ The Gate Valve should have been a deduct.

CHANGE ORDER

CITY OF VALLEY CENTER

3/11/2026

OWNER

DATE 1 Should be #2

OWNER'S PROJECT NO.

TRAILS END PHASE I

CHANGE ORDER NO.

VALCT 187404 71.50

PROJECT DESCRIPTION

SEH FILE NO.

To correct, rescind this, approve CO#2 resulting in \$12,189.40 Savings.

This was on CO #1 approved Dec 25.

The following changes shall be made to the contract documents: Description:

- LOWER TIE-IN AT MH1 5" - REINFORCED CONCRETE ENCASEMENT - 40 LF - \$6,440.00
- RELOCATE SMH.02 TO MATCH ALIGNMENT OF SCHOOL'S SANITARY SEWER MAIN - \$9,315.00
- WATER MAIN PIPE, 8" PVC DR 18 - 112 LF - \$5,936.00
- GATE VALVE & BOX, 8" - 1 EA - \$2,875.00 ← should have been a deduct.
- 8"X8" TEE - 3 EA - \$6,900.00; 8" PLUG - 1 EA - \$1,150.00
- 1.25 DEGREE BEND - 1 EA - \$1,495.00; 45 DEGREE BEND - 2 EA - \$3,680.00
- FIRE HYDRANT ASSEMBLY - DEDUCTION 1 EA: -\$6,325.00

Purpose of Change Order:

CONFLICT WITH NEW SS CROSSING SENECA ST AND EXISTING GAS LINE AT SAME ELEVATION. RELOCATING RECENTLY INSTALLED MH TO MATCH ALIGNMENT OF SCHOOL'S SS MAIN. TIE IN AT SCHOOL AS WELL AS SWITCHING WATER MAIN TO RUN ALONG WEST SIDE OF CHISOLM AND DEDUCTION OF ONE FIRE HYDRANT ASSEMBLY.

Basis of Cost: Actual Estimated

Attachments (list supporting documents)

ANDALE CONSTRUCTION CHANGE ORDER REQUEST #1

Contract Status

	Time	Cost
Original Contract	-	\$1,847,829.00
Net Change Prior C.O.'s 0 to 1	-	\$0.00
Change this C.O.	-	\$31,466.00
Revised Contract	-	\$1,879,295.00

math was incorrect.

Recommended for Approval: Short Elliott Hendrickson Inc. by

Agreed to by Contractor:

SAMANTHA GHAREEB Approved for Owner

BY RAY BRYANT, ANDALE CONSTRUCTION

BY CITY OF VALLEY CENTER

Mayor

TITLE Distribution Contractor 2 Owner 1 Project Representative 1 SEH Office 1

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Approved by Council
Dec 2025

CHANGE ORDER

CITY OF VALLEY CENTER
OWNER

12/8/2025
DATE

OWNER'S PROJECT NO.

1
CHANGE ORDER NO.

TRAILS END PHASE I
PROJECT DESCRIPTION

VALCT 187404 71.50
SEH FILE NO.

The following changes shall be made to the contract documents:
Description:

LOWER TIE-IN AT MH1 5" TO CLEAR EXISTING GAS LINE AND ENCASE IN CONCRETE. TOTAL:\$

Purpose of Change Order:

CONFLICT WITH NEW SS CROSSING SENECA ST AND EXISTING GAS LINE AT SAME ELEVATION.

Basis of Cost: Actual Estimated

Attachments (list supporting documents)

ANDALE CONSTRUCTION CHANGE ORDER REQUEST #1

Contract Status

Original Contract

Time

Cost

-

\$1,847,829.00

Net Change Prior C.O.'s 0 to 1

-

\$0.00

Change this C.O.

-

\$6,440.00

Revised Contract

-

\$1,854,269.00

Recommended for Approval: **Short Elliott Hendrickson Inc.** by

SAMANTHA GHAREEB

Agreed to by Contractor:

Approved for Owner:

BY RAY BRYANT, ANDALE CONSTRUCTION

BY CITY OF VALLEY CENTER

TITLE
Distribution Contractor 2 Owner 1 Project Representative 1

TITLE
SEH Office 1

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Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 15750 West Dodge Road, Suite 304, Omaha, NE 68118-2535

402.513.8200 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

NEW BUSINESS

RECOMMENDED ACTION

D. RESCIND TRAILS END CHANGE ORDER #1 APPROVED MARCH 17, 2026 AND APPROVAL OF TRAILS END CHANGE ORDER #2:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommend council to move to rescind Trails End Change Order #1 approved March 17, 2026, and approve Change Order #2 in the amount of \$19,276.60.

NEW BUSINESS

**E. TRAILS END CHANGE ORDER #3 ELEVATION CORRECTION
ISSUES:**

Jake Vasa with SEH will present change Order #3 to adjust size of SS from 24” to 30” to accommodate school SS tie-in in the amount of \$144,043.30.

- Change Order #3



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CHANGE ORDER

CITY OF VALLEY CENTER
OWNER

4/15/2026
DATE

OWNER'S PROJECT NO.

3
CHANGE ORDER NO.

TRAILS END PHASE I
PROJECT DESCRIPTION

VALCT 187404 71.50
SEH FILE NO.

The following changes shall be made to the contract documents:

Description:

STORM PIPE, 24" RCP - 74 LF: -\$7,659.00; STORM PIPE, 30" RCP - 74 LF: \$9,897.50; SWS INLET BO ADJUST. - 1 LS: \$910.00; 24" END SECT. - 1 EA: -\$3,105.00; 30" END SECT. - 1 EA.; \$3,450.00 STORM INLET, TOP ADJUST. - 4 EA: \$5,689.00; REMOVAL OF EXIST HDPE - 200 LF: \$1,950.00 LABOR/EQUIP/GPS MODEL/SURVEY COSTS ATTRIB. TO REQUIRED REDESIGN/GRADE CORRECTION - \$28,244.80; COMPACTED FILL (EST QUANTITY) - 2,567 CY @ \$7.25 TOTAL \$18,610.75; UNCLASSIFIED EXCAVATION (ESTABLISHED QUANTITY) - 7,367 CY @ \$7.25 TOTAL \$53,410.75; OUTLET GRADING - 1,017 CY @ \$20.00 TOTAL \$20,340.00 ; ADDITIONAL SEEDING IN AREAS OF SWALE 5.35 AC @ \$2,300/AC. TOTAL \$12,305.00.

Purpose of Change Order:

ADJUST SIZE OF SS FROM 24" TO 30" TO ACCOMMODATE SCHOOL SS TIE- IN.
RAISE INLET TOPS DUE TO CHANGE IN ELEV. ON TANNER TRAIL TO COMPENSATE FOR SCHOOL STORM SEWER ELEV. REMOVAL AND HAUL OFF OF EXIST. HDPE PIPE THROUGH ROUNDABOUT.
DOWNTIME DUE TO REDESIGN/GRADE DIFFERING FROM SITE CONDITIONS.
EXTRA EXCAVATION/FILL QUANTITIES DUE TO DIFFERING SITE CONDITIONS FROM BID DATE. EXIST. ELEV DIFFERED FROM DESIGN RESULTING IN ADDITIONAL EARTHWORK. ADDITIONAL SWALE SOUTH OF TANNER TRAIL RESULTED IN ELEV. REQUIRING REWORK.

Basis of Cost: Actual Estimated

Attachments (list supporting documents)

Contract Status	Time	Cost
Original Contract	-	\$1,847,829.00
Net Change Prior C.O.'s <u>1</u> to <u>2</u>	-	\$11,186.10
Change this C.O.	-	\$144,043.30
Revised Contract	-	\$2,003,058.40

Recommended for Approval: **Short Elliott Hendrickson Inc.** by JAKE VASA

Agreed to by Contractor: _____ Approved for Owner: _____

BY RAY BRYANT, ANDALE CONSTRUCTION

BY CITY OF VALLEY CENTER

TITLE
Distribution Contractor 2 Owner 1 Project Representative 1

TITLE
SEH Office 1

x:\uzlv\valct\187404\7-const-svcs\73-app-pymt\change_order_2_andale_trails_end_docx

NEW BUSINESS

RECOMMENDED ACTION

E. TRAILS END CHANGE ORDER #3 ELEVATION CORRECTION ISSUES:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommend approval to the Trails End change order #3 Elevation Correction Issues in the amount of \$144,043.30 and approve the mayor sign.

NEW BUSINESS

F. 2027 DIRECTORS BUDGET PRESENTATION:

- Budget presentation

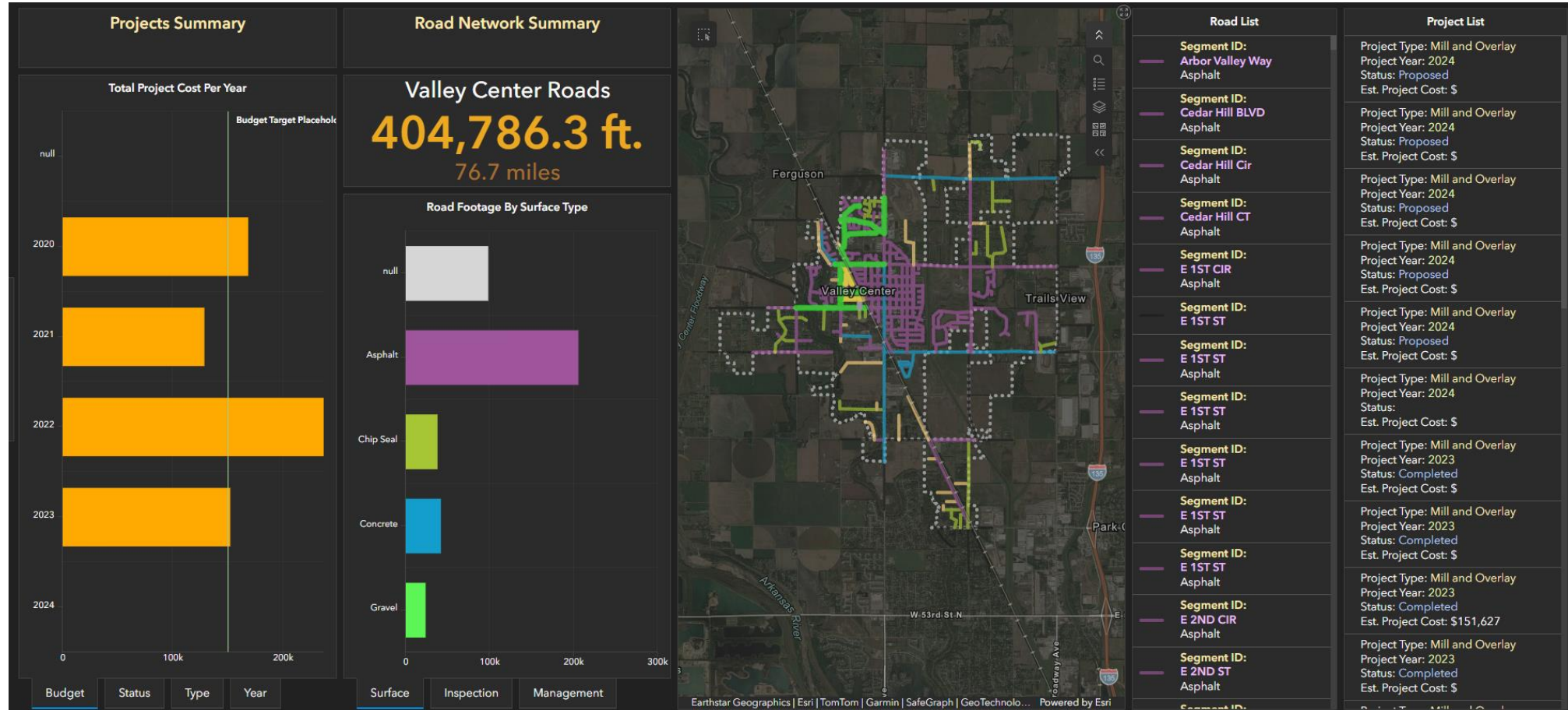
Public Works

Streets, Water, Wastewater

2026 Budget



Public Works Streets Division Projects

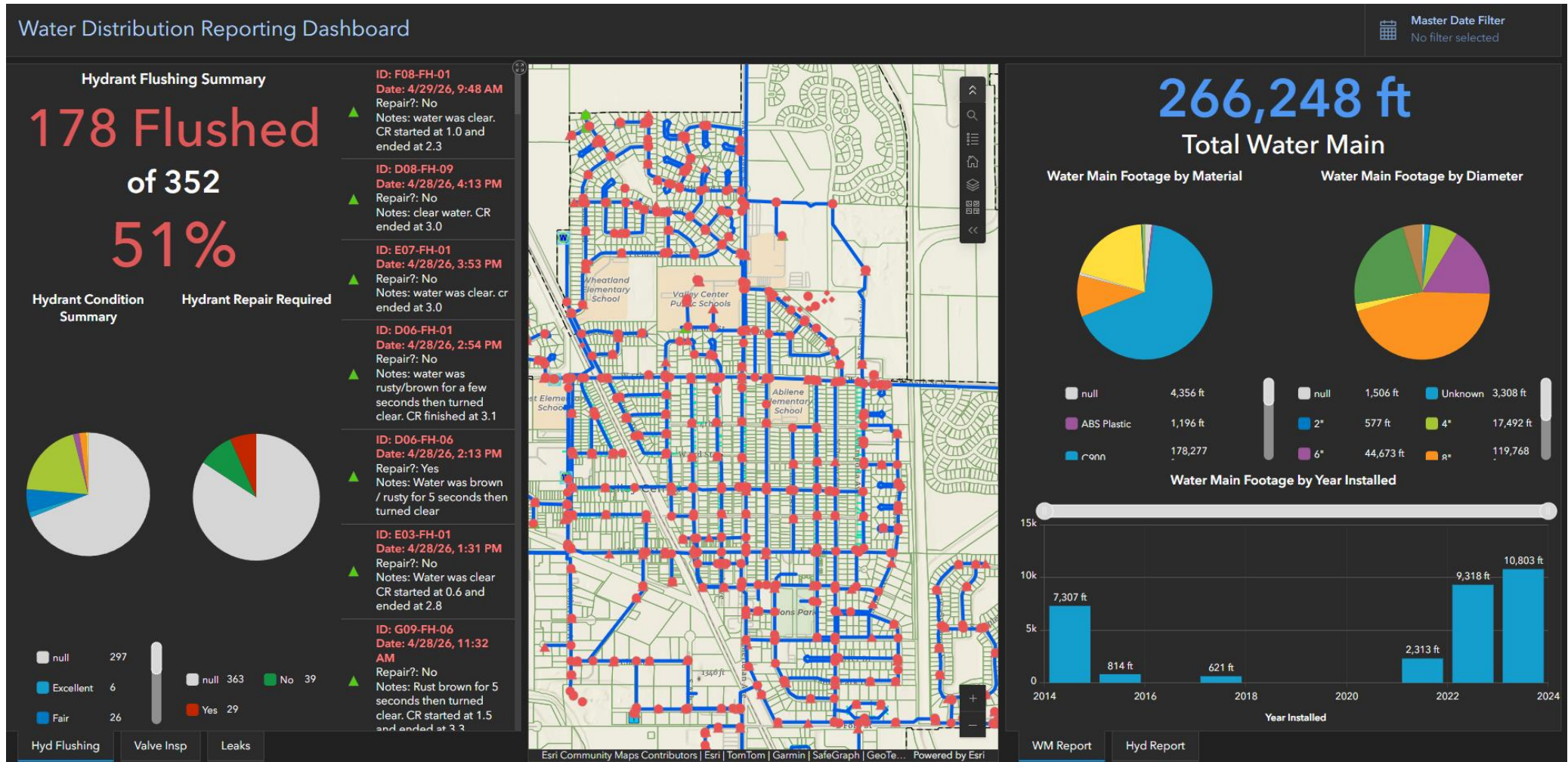


FY26/FY27 Budget Comparison – Streets Dept.

Streets Department		
Expenditures:	2026 BUDGETED	2027 REQUESTED
Subtotal Salaries and Benefits	511,205	348,183
Subtotal Contractuals	79,590	126,233
Subtotal Commodities	84,305	98,825
Subtotal Capital Outlay	501,900	546,500
Subtotal Other / Misc	136,000	36,000
TOTAL	1,313,000	1,155,731

- *Salaries are being reduced from Streets and focused toward Water in 2027 with the WTP arrival.
- *Contractuals increasing with mowing contracts.
- *Increase of 45k in road repair in the 2027 budget.
- *Total reduction of \$157,269 in 2027 from the 2026 budget.

Public Works Water Division



FY26/FY27 Budget Comparison – Water Dept.

Water Department		
Expenditures:	2026 BUDGETED	2027 REQUESTED
Subtotal Salaries and Benefits	500,558	586,667
Subtotal Contractuals	1,370,381	1,060,280
Subtotal Commodities	52,740	56,200
Subtotal Capital Outlay	284,071	194,457
Subtotal Other / Misc	973,000	2,703,000
TOTAL	3,180,750	4,600,604

*Salary increase with additional employees in 2027 for the WTP.

*Contractuals decreasing from reduction in water purchases from the City of Wichita once the WTP comes online.

*Capital Outlay in 2026 included one-time down payment for Vac Truck purchase.

*Subtotal Other/Misc has \$1,900,000 budgeted for payment for engineering and other final WTP payoff expenses.

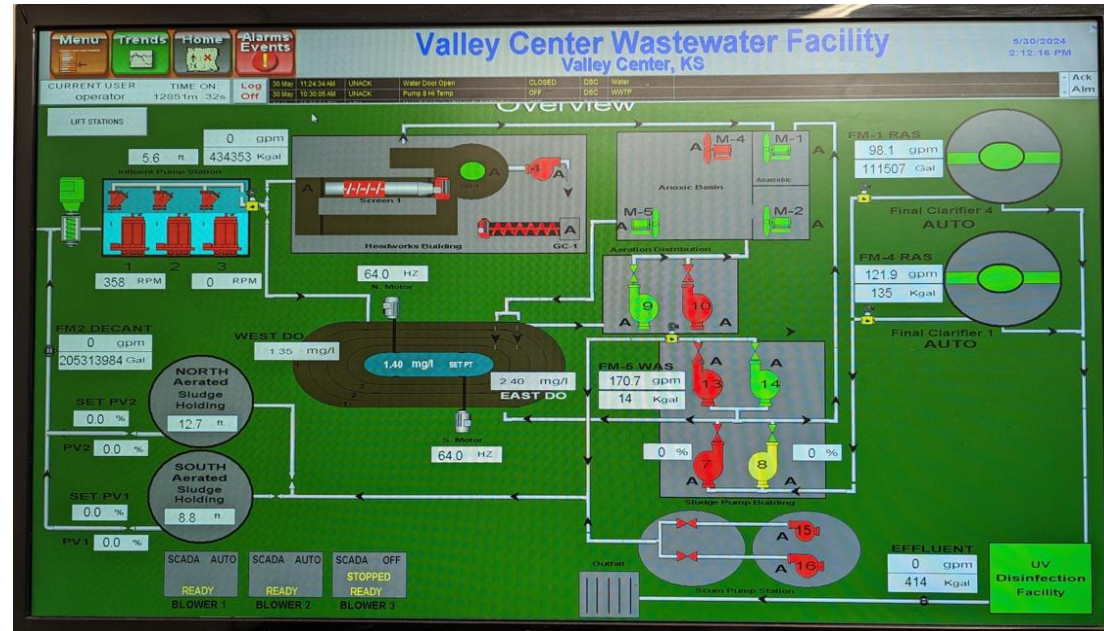
*Subtotal Other/Misc has \$440,000 budgeted for a new transfer to Bond and Interest payment for the WTP. The first WTP payment is 2/1/2028 for \$440,000.

*Water is budgeted for expenses to exceed revenues by \$1,715,076 in 2027. This is a planned situation and again is mostly due toward final WTP expenses.

*Water + Water Reserves are expected to end 2027 with \$2.27M in reserves.

*Final Water personel levels still being discussed. This expenditure item may still adjust upwards or downwards.

Public Works Sewer Division



186,742 ft

Total Gravity Main

Gravity Main Footage by Material

Manholes
802
Total

FY26/FY27 Budget Comparison – Sewer Dept.

Sewer Department		
Expenditures:	2026 BUDGETED	2027 REQUESTED
Subtotal Salaries and Benefits	415,493	417,190
Subtotal Contractuals	442,800	417,827
Subtotal Commodities	32,600	33,650
Subtotal Capital Outlay	145,757	115,957
Subtotal Other / Misc	534,550	534,550
TOTAL	1,571,200	1,519,174

Public Works Budget Highlights

- *Streets salary budget decreased 2026 due to staff reduction
- *Streets has a proposed 45k budgeted for additional street repairs
- *Streets budgeted \$157,269 down overall from 2026.
- *Water has increased payroll for WTP personel.
- *Water contractals decreasing from reduced water purchases from Wichita.
- *Water has \$1.9M budgeted for WTP engineering and other final expenses.
- *Water has \$400k budgeted for a transfer to Bond and Interest for the Feb 2028 WTP first payment.
- *Water forecased for expenses to exceed revenues by \$1.7M in 2027.
- *Sewer budgeted flat to 2026

Community Development

- Building Permits
- Building Inspections
- Code Enforcement
- Planning & Zoning
- Floodplain Administration
- Economic Development
- Housing Incentive Programs
- Main Street Valley Center



Permitting

Subdivisions

Prairie Lakes

Ceterra

Arbor Valley

Harvest Place

Rio Bella

ValePointe

High Point Estates

Amber Ridge

2025 Permits

Residential – 38

All Other - 1,893

2026 Permits in Q1

Residential – 13

All Other - 508



Building Inspections

2025 Inspections
2,295



2026 Inspections
612 – In Q1 2026



Budget Highlights

Economic Development Resources: \$20,000

- Valley Center Advertising – Housing

Creation of Economic Development Fund



Future Budget Items

- Historic Property Inventory
- Communications Position
- Zoning & Subdivision Regulation Revisions



FY26/FY27 Budget Comparison

Community Development Department		
Expenditures:	2026 BUDGETED	2027 REQUESTED
Salaries and Benefits	207,382	205,430
Contractual	71,801	61,756
Commodities	3,550	4,900
Capital Outlay	2,150	5,970
Other / Misc	20,000	20,000
TOTAL	304,883	298,056

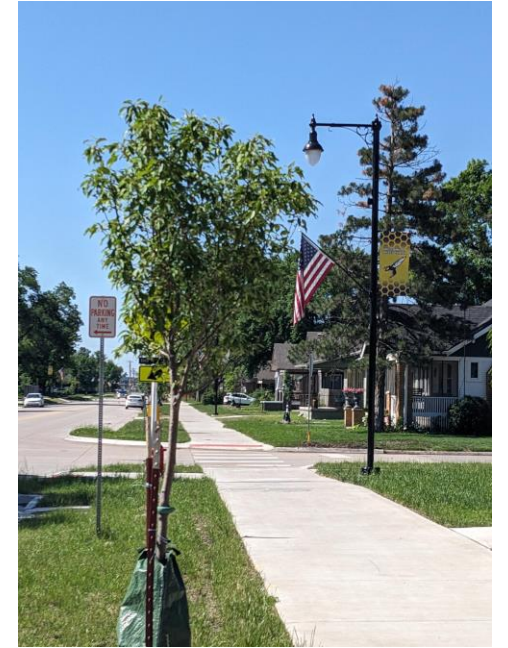


Parks & Public Buildings

- Park & Building Infrastructure Improvement Projects
- Landscape & Site Amenities Projects
- Tree Planting Projects
- Irrigation Maintenance
- Improvements to Pedestrian/Bicycle/Trail Infrastructure
- Building Maintenance
- Manage Contract Services & Maintenance Programs
- Custodial Services
- Snow Plowing
- Routine Maintenance Programs
- Mowing & Landscape
- Door Access & Security Improvements
- Cemetery Management
- Pool & Splash Pad Maintenance



Quality of Life in Valley Center



Park & Property Maintenance



Building Maintenance



Budget Highlights



- **Replace 2 garage doors – Public Safety Building**
- **Add 1 FTE – Previous Authorized Position**





Future Projects

Parks

- **Playground Equipment at Lions & McLaughlin Parks**
- **Update Security Cameras**
- **Replace Lions Park Pavilion**
- **Gazebo Renovation**
- **Replace UTV**
- **UTV Equipment**
- **GIS layer – Street Tree Inventory**
- **GIS layer – Ped/Bike Plan**

Buildings

- **Update Security Cameras – All Buildings**
- **Interior Painting – Community Center**
- **Seal Coat Roof – Public Works**
- **Exterior Painting - Public Works**
- **HVAC Replacements 2028**
- **Vent Cleaning All Buildings**
- **Replace All Garage Doors – Public Safety Building**
- **Building Access Controls**



FY26/FY27 Budget Comparison

Parks & Public Buildings Department		
Expenditures:	2026 BUDGETED	2027 REQUESTED
Salaries and Benefits	335,588	375,371
Contractual	275,270	228,422
Commodities	58,650	60,400
Capital Outlay	0	17,800
Other / Misc	9,000	9,000
TOTAL	678,508	690,793

*Salary increase with possible addition of one additional full time employee.

*Custodial services was once billed entirely to Parks. It is now split out to all departments. This greatly reduced contractals for 2027.

*\$14k budgeted for Building Improvements for 2027 under capital outlay.

*1.81% overall increase



Public Safety Department



Public Safety



Public Safety



DISCOVER
Valley Center



facebook.com/CityOfValleyCenter



[@ValleyCenterKS](https://twitter.com/ValleyCenterKS)

FY26/FY27 Budget Comparison – Police Dept.

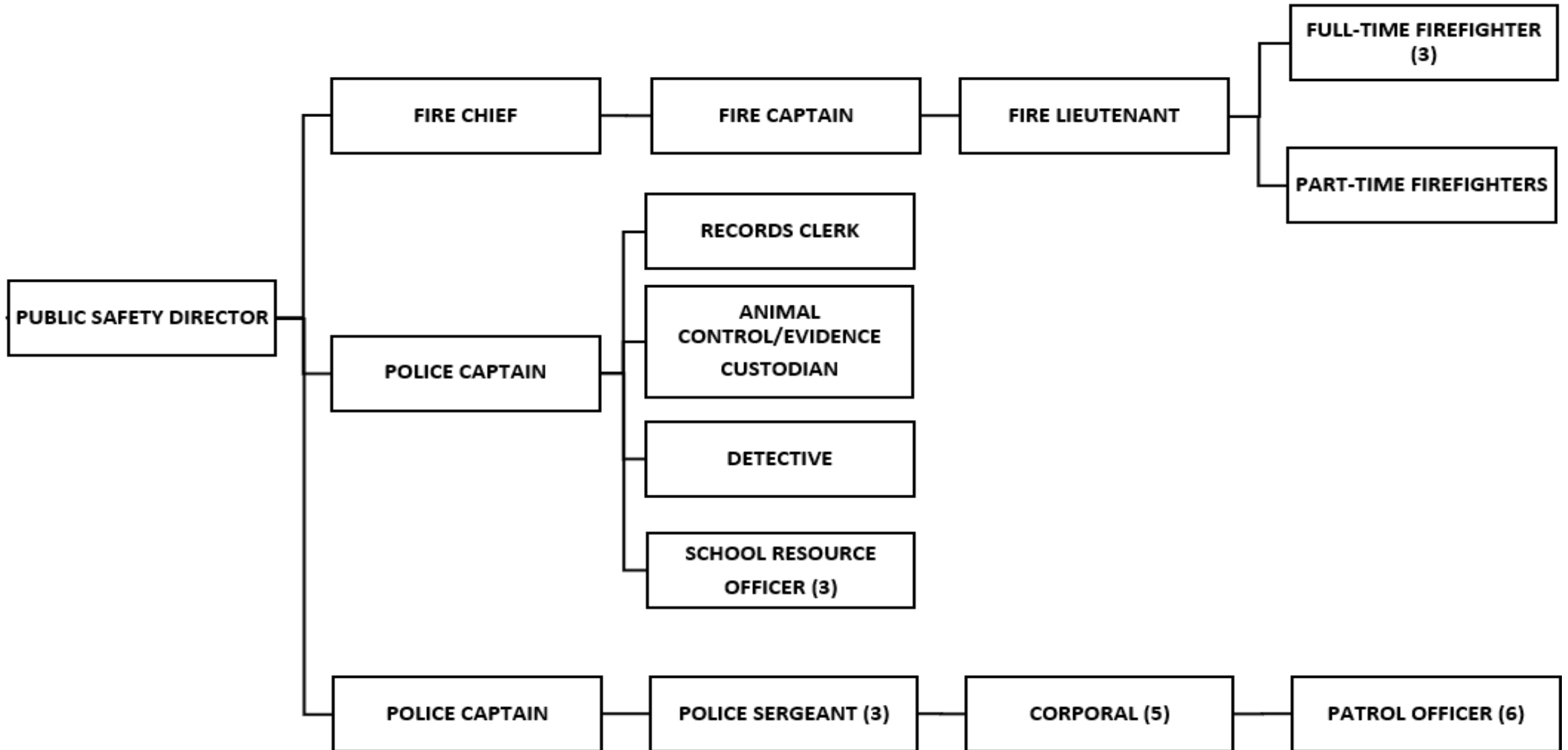
Police Department		
Expenditures:	2026 BUDGETED	2027 REQUESTED
Subtotal Salaries and Benefits	1,244,322	1,473,513
Subtotal Contractuals	203,852	201,901
Subtotal Commodities	54,000	53,200
Subtotal Capital Outlay	22,200	31,900
Subtotal Other / Misc	0	0
TOTAL	1,580,287	1,760,514

*2027 salary increase is due to returning to 20 person police force staff. All other expenses budgeted flat.

FY26/FY27 Budget Comparison – Fire Dept.

Fire Department		
Expenditures:	2026 BUDGETED	2027 REQUESTED
Subtotal Salaries and Benefits	461,919	459,408
Subtotal Contractuals	94,347	96,816
Subtotal Commodities	12,500	12,900
Subtotal Capital Outlay	23,300	26,000
Subtotal Other / Misc	2,500	2,500
TOTAL	594,566	597,624

Public Safety



Finance & Administration

Service Description:

The Administration and Finance Department provides central support services to the organization. It consists of the City Administrator's Office, Finance Department, and the Office of the City Clerk/HR Director. All questions regarding the general management of the City and its financial operations including utility billing and records, are handled by this department. In addition, the Finance and Administration Department acts as Secretary for the City Council.

Mission:

To provide excellent public service to our citizens and businesses; continuing to increase quality of service to our community through education, information, and technology. The Office of Finance and Administration Department exists to uphold the public trust, protect local democracy, and provide access to matters of public interest diversely and inclusively.

Finance & Administration

Services

Utility Billing



Finance



Human Resources



Information Technology



Senior Services



Municipal Court



Finance & Administration 2026 Highlights

- Utility Billing
 - Purchased a new check scanner machine
- Finance
 - Cyndra Kastens joined the team as the new City Administrator
 - City will transition to Caselle for their ERP system
 - City switched to Midwest Public Risk to cover their insurance needs
- Human Resources
 - Amanda Parks was promoted to the new Court Clerk/HR Director role
 - The city moved to Auxiant for health insurance
- Information Technology
 - Administration and Public Safety have transitioned from servers to cloud backup. Public Works will transition to the cloud in 2027.
- Senior Services
 - Senior Services is now a separate department with community building expenses paid from this account.
 - The Senior Services will be delivered soon.
- Municipal Court
 - Cross training of all daily duties and court functions
 - Integration to Brazos E=Ticket system

FY26/FY27 Budget Comparison - Court

Legal		
Expenditures:	2026 BUDGETED	2027 REQUESTED
Subtotal Salaries and Benefits	49,475	52,832
Subtotal Contractuals	110,627	124,673
Subtotal Commodities	650	600
Subtotal Capital Outlay	0	2000
Subtotal Other / Misc	15,000	15,000
TOTAL	175,752	195,105

*\$7000 for lab testing is now budgeted annually under Contractuals

*Professional Services and Software/Hardware Maintenance is now spread across more departments. This increased these expenses for Contractuals \$11,500 from 2026 budgeted.

Senior Services



FY26/FY27 Budget Comparison – Senior Services

Senior Services		
Expenditures:	2026 BUDGETED	2027 REQUESTED
Subtotal Salaries and Benefits	50,598	49,611
Subtotal Contractuals	55,355	71,886
Subtotal Commodities	4,855	2,265
Subtotal Capital Outlay	0	1,800
Subtotal Other / Misc	0	0
TOTAL	110,808	125,562

*2026 was the first year we attempted to budget Senior Services as its own department. We came in \$6,600 under our 2026 budgeted numbers.

*2027 will have increases to Contractuals as Senior Services shares more in mowing, IT, insurance and other contractual expenses.

*2027 will also have increased Contractuals budgeted for the use of the new Senior Services van that will arrive shortly.

FY26/FY27 Budget Comparison - Administration

Administration		
Expenditures:	2026 BUDGETED	2027 REQUESTED
Subtotal Salaries and Benefits	512,495	524,590
Subtotal Contractuals	351,597	303,847
Subtotal Commodities	8,200	8,250
Subtotal Capital Outlay	4,500	5,800
Subtotal Other / Misc	266,287	304,100
TOTAL	1,143,079	1,146,587

*2026 Contractuals had the down payment for Caselle in it. 2027 Software/Hardware decreased greatly with those initial Caselle contract costs removed.

*Other/Misc increased \$50,000 for a new idea for council to consider.

*Admin overall was budgeted flat to 2026 and actually decreased if council does not want to go forward with the \$50,000 new idea.

General Fund Expenditures – At a Glance

Expenditures:	2023 ACTUAL	2024 ACTUAL	2025 ACTUAL	2026 BUDGETED	2027 REQUESTED
Administration Department	901,832	1,015,877	950,152	1,143,079	1,146,587
Community Dev. Department	232,189	285,028	275,282	304,883	298,056
Park & Public Blds. Department	595,770	623,820	672,250	678,508	686,993
Police Department	1,459,616	1,369,829	1,544,203	1,580,287	1,760,534
Fire Department	525,300	532,332	563,950	594,566	575,024
Legal & Court Department	170,376	163,330	173,895	175,752	195,105
Senior Services	0	0	0	110,808	125,562
TOTAL EXPENDITURES	3,885,084	3,990,215	4,179,732	4,587,882	4,803,355

General Fund Budget Highlights

- *Tried to budget flat to last year for most departments.
- *One additional employee for the Parks department if approved.
- *Return to a 20 person Police department if approved.
- *Possible 50k to Admin for new business development idea.

Future Possible Budget Items

- Additional generator for Public Works/Parks - \$6,000
- Additional snow plow and broom - \$21,000
- Additional UTV vehicle - \$29,000
- Safety upgrades/front entry redesign at Public Works - \$25,000
- Increase in council wages
- Building security camera upgrade across the City – \$163,659
- Building security access control rebuild - \$133,192
- Lions Park Food Truck Parking - \$400,000
- Playground replacement at Lions and McLaughlin Parks - \$300,000

Next Steps:

Will receive valuation
information by June 15
to complete the first draft of
the FY27 Budget

This concludes budget presentations for this evening. The first draft budget will be presented at the Monday - June 15th City Council meeting.

NEW BUSINESS
RECOMMENDED ACTION

F. 2027 DIRECTORS BUDGET PRESENTATION:

RECOMMENDED ACTION

No action needed.

NEW BUSINESS

**G. SEDGWICK COUNTY FIRE DISTRICT #1 AUTOMATIC AID
AGREEMENT TERMINATION**

- Sedgwick County Letter



SEDGWICK COUNTY BOARD OF COUNTY COMMISSIONERS

Pete Meitzner • Jeff Blubaugh • Stephanie Wise • Ryan Baty • Jim Howell

100 N. Broadway - Suite 660, Wichita, KS 67202 • Phone (316) 660-9300 • Fax (316) 660 9345

SEDGWICKCOUNTY.ORG

May 6, 2026

Valley Center City Council
City of Valley Center
P.O. Box 188
Valley Center, KS 67147

Nick Banning
Valley Center Fire Chief
616 E. 5th
Valley Center, KS 67147

Brent Clark, City
Administrator
P.O. Box 188
Valley Center, KS 67147

Re: Agreement for Automatic Aid Response

To Whom It May Concern:

The Governing Body of Sedgwick County Fire District No. 1 and the City of Valley Center entered into an Agreement for “Automatic Aid” Response dated May 17, 2011 (“Agreement”). The purpose of the Agreement was to regulate the Automatic Response System between Sedgwick County Fire District No. 1 and Valley Center Fire Department and provide a policy for those departments.

Pursuant to the Agreement, Section 11 states: “TERM. This agreement shall be effective from the date of the approval by the governing parties of both Fire Departments and shall continue until terminated by either party. Either party may terminate this agreement for convenience by providing ninety (90) days written notice to the Fire Chief of the other party.”

This letter shall constitute your formal notice of Sedgwick County’s termination pursuant to the Agreement, and termination of the Agreement, and correlating automatic aid responses, shall occur ninety (90) days after our mailing of the notice.

To be clear, Sedgwick County Fire District No. 1 is dedicated to providing optimum, efficient fire protection services to the citizens of Sedgwick County, both inside and outside of Fire District No. 1. At this time, Sedgwick County Fire District No. 1 believes that continued operations under the present Agreement do not meet that goal. We look forward to discussing potential new arrangements and agreements with you to achieve such a purpose.

We appreciate having worked with you and look forward to working with you in the future. Further communications may occur through Sedgwick County Chief Doug Williams, who can be reached at (316) 660-3490.

Sincerely,

Jeff Blubaugh, Chairman
Sedgwick County Fire District No. 1

NEW BUSINESS
RECOMMENDED ACTION

**G. SEDGWICK COUNTY FIRE DISTRICT #1 AUTOMATIC AID
AGREEMENT TERMINATION**

RECOMMENDED ACTION

Discussion only.

NEW BUSINESS

**H. VALEPOINTE PHASE #1 PROFESSIONAL SERVICE
AGREEMENT**

Jake Vasa with SEH will present Valepointe Phase #1 professional service agreement in the amount of \$220,000.00.

Agreement for Professional Services

This Agreement is effective as of May 11, 2026, between City of Valley Center (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant’s work on the Project described as: **ValePointe Phase I**

Client’s Authorized Representative: Cyndra Kastens
Address: 121 S. Meridian, PO Box 188, Valley Center, Kansas 67147, United States
Telephone: 3166164112 **Email:** ckastens@valleycenterks.gov

Project Manager: Kevin McKinney
Address: 3122 N. Cypress Street, Wichita, Kansas 67226
Telephone: 531.910.8969 **Email:** kmckinney@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 01.01.26), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Project Description: The project area is an approximate 60 acre site, and is located on the east side of Interurban Drive at Goff Road in the City of Valley Center, Kansas. Phase I will include the south portion of the project, including 58 single family lots.

Scope of Work:

Task 1: Construction Administration

- Attend one pre-construction meeting for each bid package & project to include Client, Contractor and Geotechnical Consultant.
- Attend bi-weekly progress meetings as necessary.
- Review samples, schedules, shop drawings, the results of tests and inspections, and other data which the Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents.
- Consult and advise the Client, act as the Client’s representative at the Project site, issue all instructions of the Client to the Contractor, and prepare routine change orders as required.
- Review the Contractor’s application for payment (assuming 9 total), determine the amount owing the Contractor, and make recommendations to the Client regarding the payment thereof.
- Provide bi-weekly updates of construction progress to client.
- Provide Contractor with a list of outstanding items to be completed after substantial completion.
- Conduct one site visit with the Design Engineer to determine if the Project is substantially complete. Such site visits may include representatives from the Client. If the Contractor has fulfilled all of their obligations, Consultant may give written notice to the Client that the work is acceptable for final payment.

Task 2: On-Site Resident Project Representative

- A Resident Project Representative (RPR) will make site visits to carry out the tasks listed in this agreement. The time on site can vary and may be dependent upon the contractor performance, unknown site conditions, agency coordination, testing coordination, among other factors. RPR services will be described in attached Exhibit B.
- Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the Contractor(s), and to determine in general, if such work is proceeding in accordance with the Contract Documents.

- Coordinate material testing sub-consultant. Review test results, and promptly report any issues to the Contractor and Client. Take steps to help mitigate any failures in material testing.

Task 3: Material Testing

- Obtaining samples of fill material to perform Moisture-Density Relationship (Proctor) tests and Atterberg Limits.
- Providing a representative to perform in-place moisture and density tests for fill and backfill placed.
- Providing a representative to test structural, site, and slab-on-grade concrete. Field testing shall include slump, air content, and casting strength test specimens. Laboratory testing shall include strength testing of field cast specimens.
- Providing a representative to test Portland cement concrete and asphaltic concrete pavements. Field testing shall include slump, air content and casting in strength test specimens (Portland cement concrete), and in-place density testing (asphaltic concrete). Laboratory testing shall include strength testing of field case specimens (Portland cement concrete), and Marshall or gyratory properties and extraction/gradation (asphaltic concrete). If required, flexural strength beams will be cast and tested for Portland cement concrete.
- Provide Daily Observation Reports documenting the field activities and laboratory test results.
- Providing a Project Manager or Staff Engineer for consulting and report review/writing or other correspondence.

Assumptions:

The following assumptions were made in preparing this proposal:

- Full time on-site RPR is not anticipated. We are assuming that SEH will make site visits to observe progress, monitor general conformance with the plans, coordination with the Contractor, and coordination of construction staking and materials testing. Contract administration services have been budgeted assuming the construction contract duration for operations does not exceed 240 calendar days. Construction beyond the 240 calendar days duration may require an adjustment to this contract amount.
- Materials testing services will be completed by a subconsultant to this agreement with the Client. Additional testing will be paid for by the Contractor, unless specifically requested by the Client.

Schedule: Construction schedule will be developed by the Contractor and our services will follow their schedule.

Payment:

Task 1: Construction Administration

The total fee is Lump Sum and estimated to be \$60,000, including expenses and equipment.

Task 2: On Site Resident Project Representative

The total fee is hourly and estimated to be \$145,000, including expenses and equipment.

Task 3: Material Testing

The total fee is hourly and estimated to be \$15,000, including expenses and equipment.

Task	Total
Task 1: Construction Administration – Lump Sum	\$60,000
Task 2: On Site Resident Project Representative - Hourly	\$145,000
Task 3: Material Testing - Hourly	\$15,000
	\$220,000

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1, A-2, and B-4.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:
None.

Short Elliott Hendrickson Inc.

City of Valley Center

By: _____
 Full Name: _____
 Title: _____

By: _____
 Full Name: _____
 Title: _____

Exhibit A-1

Payments to Consultant for Services and Expenses Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment. ***[Attach Rates]***

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

(Optional: Attach current equipment and reproduction charge out rate lists)

Exhibit A-2**Payments to Consultant for Services and Expenses Using the Lump Sum Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

Exhibit B-4**A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative**

Through part time on-site observation of the construction work in progress and field checks of materials and equipment by the Consultant's Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, construction plans, standard specifications, special provisions, field design changes, permits, manuals, addenda, clarifications, interpretations, change orders, and reviewed shop drawings. The duties and responsibilities of the RPR are further defined as follows:

A. General

Client has requested that part time construction observation be provided by the Consultant for this project. Part time construction observation is requested for the purpose of reducing the time that the RPR is on the project site during construction activities and/or for the need to only observe critical construction activities associated with the Work. Based on the part time nature of this request, Consultant will attempt to provide protection for the Client against defects and deficiencies in the Work during those time periods where the Consultant's RPR is on-site. For those time periods where the Consultant's RPR is not on site, either due to the part time nature of the construction observation being requested or by not being made aware that the construction activities are occurring by the contractor and/or Client, the Consultant shall have no responsibility in observing or documenting the Work performed by the contractor during these time periods. Furthermore, the Consultant will have no liability for contractor's failure to perform Work in accordance with the Contact Documents, including errors made during past or current construction completed while the Consultant's RPR was not on the site.

While on-site, Consultant's RPR is an agent of the Client, will act as directed by and under the supervision of Consultant's project manager, and will confer with Consultant's project manager and Client regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Consultant's project manager and contractor assisting with keeping the Client informed as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant's project manager. Consultant's RPR will endeavor to complete the below duties and responsibilities of the RPR as further defined in the Agreement of Professional Services Scope of Work and to the extent feasible based on the part time nature of the services.

B. Duties and Responsibilities of RPR

1. Schedules: Review the proposed construction schedule and schedule of values prepared by contractor; and consult with Client concerning acceptability.

2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, and other project related meetings; and prepare and circulate copies of minutes thereof.

3. Liaison:

(a) Serve as liaison with contractor, working principally through contractor's superintendent and assisting in understanding / communicating the intent of the Contract Documents.

(b) Assist in obtaining from Client additional information, when required for proper execution of the Work.

4. Review of Work, Observations and Tests:

(a) While on site, conduct observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.

(b) Update the Client to keep them informed of issues and progress of the Work.

(c) Notify the Client of any unanticipated project conditions, any observed Work believed to be unsatisfactory or defective and does not conform to the Contract Documents, any unauthorized Work, or any non-conforming materials that are subject to rejection.

(d) Coordinate with the testing consultant to schedule testing and confirm compliance with the project requirements and the project Schedule of Materials Controls.

(e) If unsafe conditions are observed, notify the contractor immediately, and if unresolved, notify the Consultant's project manager and Client for determination of possible suspension of Work.

5. Interpretation of Contract Documents: Report to Client when clarifications, interpretations, and requests for information regarding the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Client.

6. Modifications:

(a) Convey contractor's suggestions for modifications in construction plans and specifications to Client and assist with evaluation. Transmit to contractor decisions as issued by Client.

(b) Provide assistance with preparation of final documentation of change orders and field design changes critical construction activities observed while on-site.

7. Records / Reporting:

(a) Measure and document construction quantities that were placed while on-site, maintain an up to date item record account, and enter observed quantities into the Project filing system.

(b) Maintain orderly files of project documentation.

(c) Keep a diary, recording contractor's activities while RPR is on site including weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, photos, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Client.

(d) Document changes in the plans and field conditions observed.

(e) Prepare appropriate lists of observed items requiring completion or correction by the contractor.

(f) Notify Consultant's project manager and Client immediately upon the occurrence of any accident.

8. Payment Requests: For observed portions of the Work review applications for payment for compliance with the established procedure for their submission and forward with recommendations to Client.

9. Completion:

(a) Conduct final inspection in the company of Client and contractor and assist with preparation of a final list of items to be completed or corrected.

(b) Observe that all items on final list have been completed or corrected and make recommendations to Client concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from of the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not provide direction, superintendence, or guidance to the contractor, their crews, their subcontractors, or their suppliers on means and methods to accomplish the Work.
3. Shall not suspend any portion of the Work without explicit Client authorization.
4. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
5. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
6. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
7. Shall not accept shop drawing or sample submittals from anyone other than contractor.
8. Shall not authorize Client to occupy the Project in whole or in part.
9. Shall not participate in specialized tests or inspections conducted by others except as specifically authorized by Client.

General Conditions

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to an equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, no less than Consultant's standard rates.
3. The Consultant shall not be required to sign any documents, no matter by whom requested, that require a certification, guarantee, or warranty of conditions not fully known to be true or accurate by the Consultant, or that would impose liability beyond the scope of this Agreement. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant's signing any such certification, guarantee, or warranty.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.
2. Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deeds; and other land use restrictions; as-built drawings; and electronic databases and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.

3. Client shall provide written notice to Consultant within seven (7) days of when the Client observes or otherwise becomes aware of any changes in the Project or any defect or alleged defect in Consultant's Services. Client shall examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant within ten (10) business days of receipt and render the necessary decisions and instructions in writing so that Consultant may provide Services in a timely manner. Client's failure to provide timely notice of defects or timely review and approval shall constitute a waiver of any claims related to such defects or delays caused by late review.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others directed or hired by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose. Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client or others directed or hired by the Client.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions regarding the Project. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to suspend performance of Services and to retain deliverables and Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of suspending Services or withholding deliverables or Instruments of Service until all invoices are paid in full, and Client shall be responsible for any additional costs incurred by Consultant due to such suspension and subsequent remobilization. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work. Site Safety is the responsibility of the contractor.

3. Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.
2. Client agrees that it will waive any claim against Consultant related to severe weather events that exceed those addressed by existing codes and standards. Consultant's sole liability will be based on actual damages to the extent caused by Consultant's failure to meet applicable codes. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from Consultant's original interpretation through no fault of Consultant and that additional costs necessary to conform to such changes or interpretations after execution of this Agreement may be subject to an equitable adjustment in Consultant's compensation and schedule.
3. If hazardous substances are found on the project site, then Consultant may stop work until Client has remediated the site.

C. Limitations on Liability

1. To the fullest extent permitted by law, Consultant's total liability to Client for any and all claims, losses, or damages arising out of or related to this Agreement or the Project, whether based on negligence, errors, omissions, strict liability, breach of contract, or warranty, shall not exceed the lesser of (i) the total compensation paid to Consultant under this Agreement or (ii) \$500,000. If Client requests higher limits, such change must be agreed to in writing, and Consultant's fee shall increase by at least 1% for each additional \$500,000 of liability, up to a maximum limit of \$5,000,000.
2. To the extent permitted by applicable law, neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by unforeseen severe weather events, breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
3. It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.
4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than the earliest of: (a) the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion; (b) the date of issuance of Consultant's final invoice for acts or failures to act occurring after Substantial Completion; or (c) the date when Consultant's Services are substantially completed. The parties acknowledge that this provision may shorten the time period otherwise available under applicable law for bringing claims, and each party knowingly and voluntarily agrees to this shortened limitations period. This provision shall not apply to claims for fraud, willful misconduct, or intentional misrepresentation. Notwithstanding the foregoing, in no event shall any claim be brought more than two (2) years after the cause of action has accrued as defined herein, regardless of when the injury or damage is discovered.
5. The parties agree, to the fullest extent permitted by law, to waive any and all rights against each other and any of their contractors, subcontractors, consultants, subconsultants, construction managers, owner's representatives, employees, directors, officers, agents and assigns for any and all damages, including without limitation bodily injury, death, damage to real and personal property, and all consequential damages including delay and lost profits covered by any insurance applicable to the Project or the site upon which the Project is located.

D. Assignment

1. Aside from Consultant's assignment of amounts owed under this Agreement, neither party to this Agreement shall transfer, sublet or assign any rights under,

or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

2. Parties acknowledge that Consultant has subsidiaries or affiliates that hold necessary registrations, certifications or special skills or resources that may be needed for the proper performance of the Services. Consultant may subcontract or assign all or part of the Services to any of its subsidiaries or affiliates; provided, however, that Consultant shall remain liable for the performance, obligations and responsibilities of such services under this Agreement.

E. Dispute Resolution

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise in writing.
2. The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State in which the Project is located. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care.
3. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computer software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CADD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. To the extent permitted by law, any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

NEW BUSINESS
RECOMMENDED ACTION

H. VALEPOINTE PHASE #1 PROFESSIONAL SERVICE
AGREEMENT

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommend approval of Valepointe Phase #1 Professional Service Agreement in the amount of \$220,000.00 and approve the mayor to sign.

NEW BUSINESS

**I. EXECUTIVE SESSION TO DISCUSS LITIGATION PURSUANT TO
“CONSULTATION WITH AN ATTORNEY FOR THE PUBLIC BODY OR
AGENCY, WHICH WOULD BE DEEMED PRIVILEGED IN THE
ATTORNEY-CLIENT RELATIONSHIP;”, K.S.A. 75-4319 (b) (2).:**

Should Council choose to proceed

RECOMMENDED ACTION

**Staff recommends motion for Council to recess into executive session for-----
minutes. Session to include Councilmembers, Mayor, City Attorney and City
Administrator. The open meeting will resume in the City Council Chamber at
-----pm.**

NEW BUSINESS

**J. EXECUTIVE SESSION TO DISCUSS STAFFING PURSUANT TO
“PERSONNEL MATTERS OF NONELECTED PERSONNEL”, K.S.A. 75-
4319 (b) (1).:**

Should Council choose to proceed

RECOMMENDED ACTION

**Staff recommends motion for Council to recess into executive session for-----
minutes. Session to include Councilmembers, Mayor, City Attorney and City
Administrator. The open meeting will resume in the City Council Chamber at
-----pm.**

CONSENT AGENDA

A. APPROPRIATION ORDINANCE – MAY 8, 2026

B. APRIL 28, 2026 PLANNING AND ZONING MINUTES

RECOMMENDED ACTION:

Staff recommends motion to approve the Consent Agenda as presented.

CONSENT AGENDA

A. APPROPRIATION ORDINANCE:

Below is the proposed Appropriation Ordinance for May 8, 2026, as prepared by City Staff.

May 8, 2026 Appropriation

Peoples Bank \$ 940,770.10

VENDOR SET: 02 City of Valley Center
 BANK: APBK PEOPLES CHECKING
 DATE RANGE: 5/08/2026 THRU 5/08/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0014	WICHITA WINWATER WORKS CO.							
I-202605064936	WICHITA WINWATER WORKS CO.	R	5/08/2026	7,651.58		064493	O	7,651.58
0059	CITY OF WICHITA							
I-202605024912	CITY OF WICHITA	R	5/08/2026	1,764.00		064494	O	1,764.00
0066	KANSAS DEPT OF AGRICULTURE							
I-202605024913	KANSAS DEPT OF AGRICULTURE	R	5/08/2026	250.00		064495	O	250.00
0076	KANSAS SECRETARY OF STATE							
I-202605044925	KANSAS SECRETARY OF STATE	R	5/08/2026	97.41		064496	O	97.41
0077	KANSAS OFFICE OF THE TREASURER							
I-202605064938	KANSAS OFFICE OF THE TREASURER	R	5/08/2026	630.96		064497	O	630.96
0110	LKM - LEAGUE OF KANSAS MUNICIP							
I-202605024919	LKM - LEAGUE OF KANSAS MUNICIP	R	5/08/2026	65.00		064498	O	65.00
0147	TRAFFIC CONTROL SERVICES, INC.							
I-202605024917	TRAFFIC CONTROL SERVICES, INC.	R	5/08/2026	3,053.58		064499	O	3,053.58
0150	AT&T MOBILITY							
I-202604254900	AT&T MOBILITY	R	5/08/2026	271.34		064500	O	271.34
0153	ARK VALLEY NEWS							
I-202605044923	ARK VALLEY NEWS	R	5/08/2026	610.56		064501	O	610.56
0179	INTERLINGUAL INTERPRETING SERV							
I-202605024916	INTERLINGUAL INTERPRETING SERV	R	5/08/2026	333.15		064502	O	333.15
0183	KANSAS ONE-CALL SYSTEM, INC							
I-202605064937	KANSAS ONE-CALL SYSTEM, INC	R	5/08/2026	313.88		064503	O	313.88
0196	P E C (PROFESSIONAL ENGINEERIN							
I-202605044928	P E C (PROFESSIONAL ENGINEERIN	R	5/08/2026	58,895.72		064504	O	58,895.72
0226	RURAL WATER DISTRICT #2							
I-202605024914	RURAL WATER DISTRICT #2	R	5/08/2026	3,300.00		064505	O	3,300.00
0226	RURAL WATER DISTRICT #2							
I-202605074945	RURAL WATER DISTRICT #2	R	5/08/2026	146.66		064506	O	146.66
0280	KANSAS JUDICIAL COUNCIL							
I-202604254898	KANSAS JUDICIAL COUNCIL	R	5/08/2026	95.00		064507	O	95.00

VENDOR SET: 02 City of Valley Center

BANK: APBK PEOPLES CHECKING

DATE RANGE: 5/08/2026 THRU 5/08/2026

May 19, 2026 City Council Meeting114

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0328	UCI - UTILITY CONSULTANTS							
I-202605074946	UCI - UTILITY CONSULTANTS	R	5/08/2026	135.00		064508	O	135.00
0378	PEARSON CONSTRUCTION LLC							
I-202605074949	PEARSON CONSTRUCTION LLC	R	5/08/2026	278,520.05		064509	O	278,520.05
0498	BRYAN'S HEATING & AIR CONDITIO							
I-202605024915	BRYAN'S HEATING & AIR CONDITIO	R	5/08/2026	875.00		064510	O	875.00
0646	RENTAL RANCH LLC							
I-202605074944	RENTAL RANCH LLC	R	5/08/2026	23.53		064511	O	23.53
0693	MIDWEST TRUCK EQUIPMENT, INC							
I-202604254896	MIDWEST TRUCK EQUIPMENT, INC	R	5/08/2026	2,554.82		064512	O	2,554.82
0824	GALLS, LLC							
I-202605074948	GALLS, LLC	R	5/08/2026	318.66		064513	O	318.66
1073	GORDON CPA LLC							
I-202605064933	GORDON CPA LLC	R	5/08/2026	1,000.00		064514	O	1,000.00
1075	RED EQUIPMENT LLC.							
I-202605064934	RED EQUIPMENT LLC.	R	5/08/2026	2,040.00		064515	O	2,040.00
1082	T-MOBILE							
I-202605074941	T-MOBILE	R	5/08/2026	104.07		064516	O	104.07
1108	TRAILERS N MORE LLC							
I-202604254897	TRAILERS N MORE LLC	R	5/08/2026	163.64		064517	O	163.64
1110	KANSAS PAVING							
I-202605074940	KANSAS PAVING	R	5/08/2026	662.13		064518	O	662.13
1118	PYE BARKER FIRE & SAFETY LLC							
I-202605074943	PYE BARKER FIRE & SAFETY LLC	R	5/08/2026	175.00		064519	O	175.00
1162	CUT RATES LAWN CARE LLC							
I-202605044927	CUT RATES LAWN CARE LLC	R	5/08/2026	6,250.00		064520	O	6,250.00
1196	GARVER, LLC.							
I-202604254894	GARVER, LLC.	R	5/08/2026	1,679.06		064521	O	1,679.06
1240	UTILITY MAINTENANCE CONTRACTOR							
I-202605024918	UTILITY MAINTENANCE CONTRACTOR	R	5/08/2026	9,989.44		064522	O	9,989.44

VENDOR SET: 02 City of Valley Center
 BANK: APBK PEOPLES CHECKING
 DATE RANGE: 5/08/2026 THRU 5/08/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1294	OFFICE OF ACCOUNTS & REPORTS							
I-202605074939	OFFICE OF ACCOUNTS & REPORTS	R	5/08/2026	300.00		064523	O	300.00
1297	BURNS & MCDONNELL/CAS CONSTRUC							
I-202605074942	BURNS & MCDONNELL/CAS CONSTRUC	R	5/08/2026	527,807.82		064524	O	527,807.82
1376	LAMPTON WELDING SUPPLY CO., IN							
I-202605044929	LAMPTON WELDING SUPPLY CO., IN	R	5/08/2026	30.50		064525	O	30.50
1391	ARC PHYSICAL THERAPY PLUS LP							
I-202605044930	ARC PHYSICAL THERAPY PLUS LP	R	5/08/2026	35.00		064526	O	35.00
1394	IDEATEK TELECOM, LLC.							
I-202605044921	IDEATEK TELECOM, LLC.	R	5/08/2026	1,772.54		064527	O	1,772.54
1474	JAN-PRO REGIONAL FRANCHISE							
I-202605084950	JAN-PRO REGIONAL FRANCHISE	R	5/08/2026	5,135.00		064528	O	5,135.00
1531	KANSAS TRUCK EQUIPMENT COMPANY							
I-202604254895	KANSAS TRUCK EQUIPMENT COMPANY	R	5/08/2026	16,558.00		064529	O	16,558.00
1532	SCHAMMERHORN CUSTOM WINDOW TRE							
I-202605044926	SCHAMMERHORN CUSTOM WINDOW TRE	R	5/08/2026	100.00		064530	O	100.00
0035	BARRY ARBUCKLE							
I-202605084955	BARRY ARBUCKLE	R	5/08/2026	800.00		064531	O	800.00
0042	LARRY LINN							
I-202605084951	LARRY LINN	R	5/08/2026	1,870.00		064532	O	1,870.00
0156	BEALL & MITCHELL, LLC							
I-202605084953	BEALL & MITCHELL, LLC	R	5/08/2026	2,035.00		064533	O	2,035.00
0457	CHRISTOPHER MICHAEL LEE DAVIS,							
I-202605084952	CHRISTOPHER MICHAEL LEE DAVIS,	R	5/08/2026	125.00		064534	O	125.00
0601	JOY K. WILLIAMS, ATTORNEY AT L							
I-202605084954	JOY K. WILLIAMS, ATTORNEY AT L	R	5/08/2026	1,485.00		064535	O	1,485.00
1	BRADY, JANICE							
I-000202604284902	BOND REFUND	R	5/08/2026	500.00		064536	O	500.00

VENDOR SET: 02 City of Valley Center
 BANK: APBK PEOPLES CHECKING
 DATE RANGE: 5/08/2026 THRU 5/08/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	44	940,523.10	0.00	940,523.10
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	0.00

TOTAL ERRORS: 0

VENDOR SET: 02 BANK: APBK TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	44	940,523.10	0.00	940,523.10

VENDOR SET: 03 City of Valley Center
 BANK: APBK PEOPLES CHECKING
 DATE RANGE: 5/08/2026 THRU 5/08/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0157	KYLE FIEDLER							
I-202605044924	KYLE FIEDLER	R	5/08/2026	101.00		064491	O	101.00
0168	TYSON TERHUNE							
I-202604254899	TYSON TERHUNE	R	5/08/2026	146.00		064492	O	146.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2	247.00	0.00	247.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 03 BANK: APBK TOTALS:	2	247.00	0.00	247.00
BANK: APBK TOTALS:	46	940,770.10	0.00	940,770.10
REPORT TOTALS:	46	940,770.10	0.00	940,770.10

SELECTION CRITERIA

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

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 5/08/2026 THRU 5/08/2026
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

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

CONSENT AGENDA

B. APRIL 28, 2026 PLANNING AND ZONING MINUTES:

- Planning and Zoning Minutes

**PLANNING AND ZONING BOARD/BOARD OF ZONING APPEALS MEETING
MINUTES
CITY OF VALLEY CENTER, KANSAS**

Tuesday, April 28, 2026 7:00 P.M.

CALL TO ORDER: Dalton Wilson called the meeting to order at 7:00 P.M. with the following board members present: Amy Bradley, Steve Conway, Scot Phillips. Paul Spranger arrived at 7:12.

Members Absent: Gary Janzen, Rick Shellenbarger

City Staff Present: Kyle Fiedler, Sabrina Young

Audience: Katheleen George, Michael George, Jerald Pollock, Karen Davis, Roger Davis, Kent Miracle, Steve Feilmeier

AGENDA: A motion was made by Wilson and seconded by Bradley to set the agenda. Motion passed unanimously.

APPROVAL OF DRAFT MINUTES: Wilson made a motion to approve March 24th, 2026, meeting minutes. The motion was seconded by Bradley. Motion passed unanimously.

COMMUNICATIONS: None

ORGANIZATOIN OF BOARD: After discussion, Phillips made a motion to appoint Dalton Willson as Board Chair, Amy Bradley as Vice Chair, and Kyle Fiedler as Secretary. The motion was seconded by Conway. The vote was unanimous. Motion passed.

PUBLIC HEARING BEFORE THE PLANNING AND ZONING BOARD/BOARD OF ZONING APPEALS:

1. Review of V-2026-05, application of Bryan Lagaly, pursuant to City Code 17.10.08, who is petitioning for a rear yard setback less than code requires on property addressed as 1413-1415 N. Hornet Ln. Valley Center, KS 67147.

Fiedler reviewed his staff report and stated this will be one of the first new builds in the Harvest Place addition. The floor plan that has been selected is about three (3) feet longer than the buildable area in the plat. There is 70 feet between the front setback and the rear setback, but the plan selected is 73 feet. Zoning regulations for this district require a 25-foot setback in the front and 20 feet off the rear. They would like to keep the front setback and encroach on the rear. Neighboring property owners were notified, and it was published in the paper. Nobody reached out with concerns so there is no opposition. Staff's only concern is that this could set a precedent for the neighborhood as this is the first home being built. However, most of the lots in the development are deeper. Staff do recommend approval.

Wilson opened the hearing for comments from the public: 7:08 PM

No public comment.

Wilson closed the hearing for comments from the public: 7:09 PM

Based on the City Staff recommendations, public comments, and discussion by the Board of Zoning Appeals, Wilson made a motion to approve V-2026-05. Motion was seconded by Phillips. The vote was unanimous. Motion passed.

2. Review of V-2026-06, application of Kathleen George, pursuant to City Code 17.10.08, who is petitioning for a variance to have a rock drive from the property line to the homes on property addressed as 671 N. Seneca St. Valley Center, KS 67147.

Fiedler reviewed his staff report and explained that city zoning code requires all driveways be paved with a hard surface that is dustless. The home has already been permitted and is about 250 feet off the road. The driveway, however, will be longer as they want to come in off the southeast corner and cross over to the northern side of the property. Notice was published and sent out to the neighbors. One person called with questions, but they were not in opposition. They just wanted to make sure the driveway would not be along the property line to the north or impede with their fence and it is not. The applicant submitted images of the property to the north which is newer and was allowed to have a 100% rock driveway. Staff recommends that they pave to the setback line which is from the edge of the road to 30 feet into the property line to be more conforming with our driveway pavement requirement but still allow them to do the rest in rock. Staff recommendation is to allow rock from the setback line to the home.

Wilson opened the hearing for comments from the public: 7:13 PM

Applicant Michael George spoke to what kind of rock they plan to use for the driveway. The plan is to use 1.5-inch rock because the drive is on a hill and they don't want it to wash out. That will be the base rock. It will be covered with a premium hard rock which is designed to keep the dust down.

Wilson asked the applicant about their willingness to conform to city staff's recommendation of paving from the road to the setback line. George responded that it isn't a problem.

Wilson closed the hearing for comments from the public: 7:15 PM

Based on the City Staff recommendations, public comments, and discussion by the Board of Zoning Appeals, Wilson made a motion to approve V-2026-06. Motion was seconded by Bradley. The vote was unanimous. Motion passed.

3. Review of V-2026-07, application of Jerald Pollock, pursuant to City Code 17.10.08, who is petitioning for a variance to add on 1,200 sq. ft. to have approximately a 1,900 sq. ft. accessory structure on property addressed as 530 W. 2nd St. Valley Center, KS 67147.

Fiedler reviewed his staff report, the parcels on west Second are larger than traditional city lots which does allow for more room for a larger accessory structure. All neighbors were notified but

no calls were received. Last year the Planning and Zoning Board did approve a larger accessory structure at a property caddy corner to this one. It is not out of the ordinary for the neighborhood. This one is an addition to an existing structure which will make the entire structure to be larger than code allows, which is why there is a need for a variance. Staff do recommend approval.

Wilson opened the hearing for comments from the public: 7:18 PM

Applicant stated that the addition is just to add more garage space. No businesses will be operating from the building.

Wilson closed the hearing for comments from the public: 7:19 PM

Based on the City Staff recommendations, public comments, and discussion by the Board of Zoning Appeals, Wilson made a motion to approve V-2026-07. Motion was seconded by Conway. The vote was unanimous. Motion passed.

4. Review of V-2026-08, application of Roger & Karen Davis, pursuant to City Code 17.10.08, who are petitioning for a variance to have front yard setback of 0 ft. for a carport on property addressed as 220 N. Burns Ave. Valley Center, KS 67147.

Fiedler reviewed his staff report showing renderings of what the carport will look like. It will be a two-sided structure with open front and rear ends and will be placed on the front side of the house on the driveway. The lot has a 20ft setback and the house is set back about 22ft. This structure would essentially be placed roughly on the front property line. Or it could be placed up against the home as long as our building inspector allows that. It will be in-line with the north side of the home. There is no garage on the home so this would be for parking their cars under to provide shelter. Notice was published and sent out to the neighbors; no comments were received. There is a similar structure just one block north, no variance could be found for it, but it has been there for years so it might have been done and the file just not found. Staff recommends approval.

Wilson opened the hearing for comments from the public: 7:22 PM

Applicant Roger Davis spoke saying he spoke with his neighbors. It will be professionally put together and colors to match the home.

Wilson closed the hearing for comments from the public: 7:23 PM

Based on the City Staff recommendations, public comments, and discussion by the Board of Zoning Appeals, Bradley made a motion to approve V-2026-08. Motion was seconded by Phillips. The vote was unanimous. Motion passed.

OLD/UNFINISHED BUSINESS:

1. None

NEW BUSINESS:

1. Zoning Regulation Change: Seasonal Sale of Produce in single-family residential districts.

Fiedler reviewed what the current Zoning Regulation states regarding produce stands. Zoning code currently allows for the seasonal sale of produce grown on the premises in a single-family residential district to continue for not more than six months per year. Small temporary structures on private property incidental to such sale need not comply with the applicable front yard requirements.

There are already a couple of this type of stands in the city. The owners have all been advised on what the code allows and told them that if they have items in there that are not produce that if directed to do so, that we can tell them they need to shut their stands down. However, it is a growing trend to have cottage bakeries. Currently a couple of these stands do have bread in them, one has eggs every now and then, floral arrangements, jewelry, and handmade items. One person specifically has asked to do a stand with freeze-dried goods.

Staff is seeking the Boards thoughts on if we want to change the code to accommodate more types of items or if this body would rather see it be just produce. The definition that was read is all that is in code. There is nothing regarding opening hours, if the stand needs to be removed when it is not open or whether it can stay out in the front yard all year long but can only have items in it for 6 months. There are a lot of things that could be cleared up.

The main question is do you want us to explore what other communities allow and bring back recommendations for what we should allow to be sold or if we want to govern what is sold in those stands.

Bradley stated that it is never a bad idea to see what neighboring communities are doing. Wilson agreed with Bradley's statement. Would like to see what other communities are doing to decide how strict we want to be.

Spranger stated that this could be opening Pandora's Box. We need to be real careful with broadening it.

Phillips stated that he doesn't see an issue with the examples given but would have an issue with hardcore resellers setting up. Agreed that it is a good idea to see what other cities have done and if they have some good language that we can borrow from them.

Wilson brought up a concern about homemade foods and asked if they would be required to have a food handlers license. Whatever you can bring back to us would be great and I'm glad we're looking at this.

Consensus to have staff research what other cities allow and craft new language to bring back to the board at later date.

2. Zoning Regulation Change: Modular residential buildings in residential districts.

The city has been approached by a developer that is interested in some of the lots in Harvest Place. There are three different definitions in our zoning code; manufactured home, residential design manufactured home, and modular home. Modular homes by definition are only allowed in agriculture and rural residential zoning districts. Residential design manufactured homes are allowed in all zoning districts. The biggest difference is a residential design manufactured home which arrives on a frame. A modular home is going to come in and is set on a foundation and secured down, there is no frame under it. In R-1A, R-1B, and R-2 you cannot currently have a modular home.

These developers are proposing to bring in modular homes that would meet the same or better standards potentially than what our building code would require for a traditional stick-built home. These would be stick built, just built in a factory rather than on-site.

Staff is seeking guidance from the Board to see if they would like to see new language for modular houses at the next meeting. Staff have not 100% explored how this would read, but there might be an additional definition recommended. The residential designed manufactured home has about nine criteria that it has to meet to be able to be in a residential district, staff are considering something similar for modular homes. Tonight staff wanted to brief the board and get guidance on what they should be working on to bring back at a future meeting, if the board decided that was the route they wanted to pursue.

Steve Feilmeier spoke about the plans his organization would like to carry out if the zoning code is changed to allow modular homes. The overall goal is affordable housing in the \$150,000 to \$200,000 range by building homes in a factory. They would like to purchase 30 lots in the Harvest Place addition as a showcase community. They can keep costs lower due to the factory setting where the labor costs are lower and there is less material waste. The homes are customizable so they will all look and feel different and have the option of an attached garage. Houses will be equipped with a storm shelter in the garage. He discussed the process that will be used to build.

Kent Miracle spoke to his reasons for being part of the project and why he believes this will help the community.

Consensus to direct staff to create language for an enhanced definition of modular built homes and bring back to the board at a later date.

STAFF REPORTS:

1. Fiedler announced that the Farmers Market this year will be every Thursday rather than every other.

ITEMS BY PLANNING AND ZONING BOARD/BZA MEMBERS:

Gary Janzen - absent

Paul Spranger - none

Rick Shellenbarger - absent

Scot Phillips - none

Steve Conway - none

Dalton Wilson – What is going on with the building at 201 W Main with the hole in the wall?
Fiedler answered that a support wall as been built inside to keep the roof from collapsing. The family plans to repair the wall and is looking at the use options for the space.

Amy Bradley – none

ADJOURNMENT OF THE PLANNING AND ZONING BOARD/BOARD OF ZONING APPEALS MEETING: At 8:07 P.M., a motion was made by Wilson to adjourn and seconded by Conway. The vote was unanimous, and the meeting was adjourned.

Respectfully submitted,

/s/ Kyle Fiedler, Secretary

Gary Janzen, Chairperson

STAFF REPORTS

A. Community Development Director Fiedler

B. Parks & Public Buildings Director Owings

C. Public Safety Director Newman

D. Public Works Director Eggleston

E. City Engineer- Scheer

F. City Attorney Arbuckle

G. Public Librarian Sharp

H. Finance Director Miller

I. City Clerk/HR Director Park

J. City Administrator Kastens

GOVERNING BODY REPORTS

A. Mayor Truman

B. Councilmember Colbert

C. Councilmember Scriven

D. Councilmember Reid

E. Councilmember Anderson

F. Councilmember Gregory

G. Councilmember Daniels

H. Councilmember Evans

I. Councilmember Stamm

ADJOURN